



This document, together with the “Account Summary Table” on the card carrier sent with the card(s) for each new credit card account, form the “Agreement” that governs the credit card account established for you by Regions Bank (“Account”) and each Regions Explore Visa credit card or other device issued to access the Account (a “Card”). In this Agreement, “we,” “us” and “our” mean Regions Bank, and “you” and “your” mean each person who applied for or otherwise agreed to be responsible for the Account. If we use a capitalized term in this Agreement but we do not define that term, the term refers to the corresponding term used in your billing statement. By keeping, using or permitting others to use the Account or any Card, you accept the terms of this Agreement.

**Security for Your Account**

When you applied for the Account, you opened a new Regions Explore Card Savings account (the “Savings Account”) to secure your obligations on the Credit Card Account. You also entered into a Hold Authorization and Security Agreement, which authorized us to place a hold on the funds in the Savings Account and granted us a security interest in your Savings Account. Under the Hold Authorization and Security Agreement (and notwithstanding any provisions of this Agreement to the contrary), if your Account is closed for any reason, whether by you or us, we may apply the funds in this Savings Account to the amount owed on your Account, and retain any excess funds for up to sixty (60) days in order to cover any transactions, fees or charges that may post to your Account after it is closed. If the funds in the Savings Account are insufficient to pay the full amount owed on your Account, you agree to pay any remaining balance owed on the Account, to the fullest extent permitted by law.

From time to time, we may periodically evaluate your Account to determine whether you qualify to have the funds in the Savings Account returned to you, by converting it to an Explore Savings Select account or otherwise returning or crediting the account funds to you, a process sometimes referred to as “graduation” to an unsecured Account. As part of our evaluation, we will review a variety of factors, including your payment history on the Account and your overall credit and payment history with us and other creditors. Because unsecured Regions credit cards are available to non-US citizens only if they are documented permanent resident aliens or refugees/asylees, we will not evaluate other non-US citizens for graduation to an unsecured card. If we determine that you qualify to graduate to an unsecured Account, we will send you a notice that we have terminated the Hold Authorization and Security Agreement, and we will convert the savings account or otherwise return or credit the funds in it to you. The termination of the Hold Authorization and Security Agreement, the conversion of the Savings Account or otherwise returning or crediting the account funds to you will not affect the interest rates, fees or other terms of this Agreement, including your obligation to make all required payments when due.

**Important Terms of Your Account**

<b>Term</b>	<b>What It Means To You</b>	<b>Our Rights and Responsibilities</b>
<b>Credit Limits</b>	We will give you a credit limit for your Account. We also may give you different limits for different types of transactions. For example, we may tell you that you can only use part of your credit limit for Cash Advances. We will tell you the initial credit limits for your Account on the card carrier. You agree not to attempt any transaction that would cause any outstanding balance on your Account to exceed the credit limit for that balance. If any balance on your Account goes over the credit limit for any reason, we may require you to pay the amount that is over the limit right away.	Your billing statements also will show your credit limits and available credit. We may change your credit limits at any time, subject to any requirements or restrictions of applicable law.  This Agreement applies to all transactions and balances on your Account, including any transaction that would cause any outstanding balance on your Account to exceed any of your credit limits.
<b>Default</b>	You will be in default under this Agreement if: <ul style="list-style-type: none"> <li>You fail to make any payment required by this Agreement,</li> <li>You fail to make any payment required by any other agreement you may have with Regions, or</li> <li>You fail to keep any of your obligations under this Agreement or other agreement you may have with Regions.</li> </ul>	If you are in default, in addition to our other rights under this Agreement and subject to applicable law, we can suspend or close your Account or otherwise terminate your right to use your Account, and/or require immediate payment of the total outstanding balance owed on your Account. Unless prohibited by applicable law, we can also require you to pay our collection costs, attorneys’ fees, court costs and all other expenses we incur to enforce our rights under

	<ul style="list-style-type: none"> <li>You become insolvent; you fail to pay debts as they become due; you file, or have filed against you, a petition for voluntary or involuntary bankruptcy pursuant to Title 11 of the United States Code or pursuant to any other insolvency law; you make or seek to make a general assignment for the benefit of your creditors; or, you apply for, or consent to, the appointment of a trustee, receiver or custodian for a substantial part of your property. You agree that we may terminate this agreement without first seeking relief from the bankruptcy automatic stay. In lieu of termination, we may instead suspend future advances of credit under the instances described in this Agreement.</li> </ul>	this Agreement, as described more fully below in the “Collections” section.
<b>Changing Terms</b>	<p>We may change the terms of this Agreement (including interest rates, fees and other charges) at any time. These changes may include adding or deleting terms.</p> <p>If you have the right to reject any change, and if you reject the change in the manner provided in our notice of the change, we may terminate your right to receive additional credit under this Agreement and may ask you to return all Cards, Access Checks and other credit devices as a condition of your rejection. In addition to our right to change the terms of this Agreement, we also may replace your Card with another Card at any time.</p>	We may change these terms based on changes to your risk profile, such as changes to your payment patterns, transaction patterns, balance patterns, and utilization levels of this and other accounts, credit bureau information (including the age, history and type of other accounts), and relationships between each and all of these measures of risk. We may also change terms for reasons not related to your individual credit history, such as overall economic and market trends, changes in applicable law, product design, and business needs. If we plan to change this Agreement, we will comply with the notice requirements and any other restrictions of applicable law that are in effect at that time.

### Using Your Account

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

<b>Transaction</b>	<b>What It Means To You</b>	<b>Our Rights and Responsibilities</b>
<b>Purchases</b>	You may use your Account to buy or lease goods or services.	All Transaction Fees and adjustments associated with Purchases, as well as any Late Fees, Annual Fees and other fees listed in the “Account Fees and Charges” section below, will be treated as Purchases under this Agreement.
<b>Balance Transfers</b>	You may request us to make an advance from your Account to pay a balance you owe to another creditor. From time to time, we may offer you the option to use a special Access Check to make a Balance Transfer. Except for any such special offer, Balance Transfers do not include balances you pay using an Access Check.	We permit Balance Transfers from most non-Regions credit card accounts. We reserve the right not to permit Balance Transfers from other Regions loans or accounts. All Transaction Fees and adjustments associated with Balance Transfers will be treated as Balance Transfers under this Agreement.

<b>Cash Advances</b>	<p>You may obtain cash or other advances in any of the following ways:</p> <ul style="list-style-type: none"> <li>• From us, another financial institution, a non-financial institution, or automated teller machine that accepts your Card.</li> <li>• By using a check we may provide to you to access your Account (an “<u>Access Check</u>”), as described more fully below in the “Access Check Transactions” section.</li> <li>• By purchasing items that can be traded right away for cash, such as money orders, traveler’s checks, lottery tickets or casino chips.</li> <li>• By placing bets or wagers (if legal).</li> <li>• By using an advance to send funds via wire transfer or other payment service, or to pay taxes, fines or similar amounts.</li> <li>• By getting an advance deposited to a Regions checking account if you are enrolled in an overdraft protection program under a separate agreement with us (an “<u>Overdraft Advance</u>”).</li> </ul>	<p>All Transaction Fees and adjustments associated with Cash Advances will be treated as Cash Advances under this Agreement.</p>
<b>Access Check Transactions</b>	<p>Each Access Check must:</p> <ul style="list-style-type: none"> <li>• Be fully completed and signed by the person whose name is printed on the Access Check,</li> <li>• Not be for an amount that would cause your Account to go over any of your credit limits,</li> <li>• Not be used if you are in default under this Agreement, if we suspended or closed your Account, or if we told you not to use the Account, Card or Access Checks for any reason, and</li> <li>• Not be postdated or stale. This means the date you put on the check cannot be a date which is either (1) later than the date we get it, (2) more than six months before the date we get it, or (3) after any expiration date provided for that Access Check.</li> </ul> <p>We may return an Access Check because it does not meet any of these requirements. If we pay the Access Check anyway, you still have to pay us the amount of that Check and any applicable interest or fees. Unless required by applicable law, we do not have to pay any Access Check.</p>	<p>Your billing statement will show the amount of each Access Check we paid. We will not return Access Checks to you, but you may ask us for copies of paid Access Checks. For each copy we provide, we may charge you the Document Fee described below in the “Account Fees and Charges” section.</p> <p>You may ask us to stop payment on an Access Check or to cancel a stop payment request by calling us at 1-800-253-2265. When you make this request, you must provide us with the Access Check number, dollar amount, and payee exactly as they appear on the Access Check. Stop payment requests on an Access Check are effective for six months from the day that we place the stop payment. We need at least two (2) business days to be able to stop payment. We will not be liable to you or anyone else if we stop (or do not stop) payment [or cancel (or do not cancel) a stop payment request] on an Access Check. If you request us to stop payment, we may charge the Stop Payment Fee described below in the “Account Fees and Charges” section, whether or not we actually stop payment.</p>
<b>Promotional Transactions</b>	<p>We may offer a limited time introductory or other promotional interest rate on certain Purchases, Balance Transfers, or Cash Advances that are lower than the standard rates for those types of transactions (“<u>Promotional APRs</u>”) and/ or limited time introductory or other promotional transaction fees (“<u>Promotional Fees</u>”) that may be higher or lower than the standard fees provided below in the “Fees and Charges” section</p>	<p>We will explain the terms and conditions of any promotion when making the offer. Except as we tell you in a promotional offer, the rest of this Agreement will apply to transactions at the Promotional APR or with the Promotional Fee. Subject to any requirements of applicable law, we may terminate any Promotional APR if we do not receive any required payment on your Account by the Payment Due Date.</p>

<b>Automatic Charges</b>	<p>You may authorize others to make automatic and recurring charges to your Account. It is your responsibility (not ours) to notify anyone you are paying through automatic charges if your Card number or expiration date changes or if your Account is closed or suspended.</p> <p>If you wish to cancel any recurring charges that you previously authorized, you must notify the merchant (not us) that you are terminating your authorization for those charges.</p>	<p>If you have set up recurring preauthorized charges with a merchant and we issue a new credit card with a different number and/or expiration date to you, for your convenience we may (but are not obligated to) make available your new card number and/or expiration date so that those charges may continue.</p>
<b>Foreign Transactions</b>	<p>Any transaction that is made in a foreign currency will be converted to U.S. dollars. Foreign transactions include, for example, online purchases from foreign merchants and Cash Advances obtained from an ATM or financial institution in another country.</p>	<p>If you make a transaction in a foreign currency, the transaction will be converted by Visa International into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.</p>
<b>Authorizing Transactions/ Suspending and Closing your Account</b>	<p>We may limit the number or dollar amount of transactions on your Account. We are not obligated to authorize or honor any transaction, even if you have credit available. A merchant does not have to accept your Card, Checks or Account. We will not be liable to you or anyone else if (1) we do not authorize a transaction or we decline to pay an Access Check, regardless of the reason, or (2) a merchant will not accept your Card, Checks or Account. Also, we will not be liable to you or anyone else for goods or services you bought or leased using your Account, or if your Card is retained by us, any other financial institution, or any merchant.</p> <p>You may close your Account by notifying us in writing at the address shown on your billing statement or by telephone at 1-800-253-2265.</p> <p>After your Account is closed, whether by you or us, you no longer may make transactions on your Account, but your obligations under this Agreement will continue until we receive full payment of all amounts owed under this Agreement.</p>	<p>We may suspend or close your Account or otherwise terminate your right to use your Account. We may do this at any time, for any reason and, unless required by law, without first notifying you. Your obligations under this Agreement continue even after we have done this. Upon our request, you must destroy all Cards, Access Checks or other credit devices on the Account.</p> <p>After your Account is closed, you must contact anyone authorized to charge transactions to your Account, such as internet service providers, health clubs or insurance companies. These transactions may continue to be charged to your Account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your Account after you have requested to close the Account, we may allow the transaction to be charged to your Account.</p>

### Your Payment Obligations

You promise to pay us for all transactions on your Account, including those by anyone whom you allow to use the Account. You also promise to pay any interest, fees and other amounts you owe us under this Agreement. We will send you billing statements that show the amount you owe, the minimum amount you must pay for a particular billing cycle, and the date on which that required payment is due. You agree to review each statement upon receipt, and to call us promptly at 1-800-253-2265 about any suspicious transactions on your Account.

<b>Term</b>	<b>What It Means To You</b>	<b>Our Rights and Responsibilities</b>
<b>How and Where to Make</b>	Your payments must conform to the requirements provided in this Agreement and each billing statement. The requirements on the statement	For payments mailed to the address on the payment coupon:

<p><b>Payments</b></p>	<p>may vary without prior notice. All payments must be made in U.S. dollars, and drawn on a financial institution located in the United States. You should mail your check or money order, with the payment coupon from each statement, to the address shown on the payment coupon.</p> <p>You may not use a postdated check to make a payment. If you postdate a payment check, we may cash it upon receipt or return it to the person who sent it, in either case without waiting for the date shown on the check. We are not liable to you for any loss or expense you incur that arises out of any action we may take.</p> <p>Any payments marked "paid in full" must be mailed to the address for disputed payments shown on the back of your billing statement, and not to the general payment address shown on the payment coupon included with your statement.</p> <p>Except as required by law, no payment, including those marked with "paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers.</p>	<ul style="list-style-type: none"> <li>• We will credit each payment as of the date it is received if (1) the payment is received by 5 p.m. local time at this address, and (2) the payment meets the requirements of this Agreement.</li> <li>• Payments received after 5 p.m. local time at this address on any day (including the Payment Due Date), but that otherwise meet the requirements of this Agreement, will be credited as of our next business day.</li> <li>• Credit for any other payments may be delayed up to five (5) days.</li> </ul> <p>For other payments:</p> <ul style="list-style-type: none"> <li>• If we let you pay at a bank branch, we will credit the payment as of the day we receive it.</li> <li>• If we let you pay online or by phone, we will tell you how to pay and when your payment will be credited.</li> </ul> <p>We may delay increasing your available credit for up to 10 days after you make a payment.</p> <p>We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement.</p>
<p><b>Minimum Payment Due</b></p>	<p>You may pay your Account in full at any time without penalty. For each billing cycle, you must pay at least the Total Minimum Payment Due shown on your billing statement by its Payment Due Date.</p> <p>The Total Minimum Payment Due for each billing cycle will be:</p> <ul style="list-style-type: none"> <li>• Any past due amount;</li> <li>• Any new Late Fee; and</li> <li>• The greatest of: <ul style="list-style-type: none"> <li>(1) The total of <ul style="list-style-type: none"> <li>(a) one percent (1%) of your New Balance (excluding any new Late Fee or new interest charges on that balance), rounded to the nearest penny, and</li> <li>(b) any interest that accrued on the New Balance during that cycle, with this total rounded down to the nearest dollar;</li> </ul> </li> <li>(2) The New Balance, if it is less than \$15; or</li> <li>(3) \$15 if the New Balance is at least \$15.</li> </ul> </li> </ul> <p>Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the Total Minimum Payment Due for the next billing cycle.</p>	<p>If a payment is credited to your Account but is returned unpaid in a later billing cycle, we will recalculate the Total Minimum Payment Due for the billing cycle in which the payment was originally credited.</p> <p>If you overpay or otherwise have a credit balance on your Account, we will not pay interest on the credit balance. We will send you a refund for any credit balance as required by law or earlier at your request. If a credit balance of less than \$1 has remained on your account for at least 6 months (for example, because you have not used your account or requested a refund), you agree that we may automatically remove that credit balance, and you waive any claims you may have to that credit balance.</p> <p>We reserve the right to reject any payment if your Account has a credit balance as of the day we receive that payment.</p> <p>Generally, credits to your Account, such as refunds from merchants, are not treated as payments and may not be applied toward your Total Minimum Payment Due. We will choose how to apply a credit to your existing Account balances.</p>

<b>Grace Period on Paying Interest</b>	<p>A “Grace Period” is any period of time during a billing cycle when you will not accrue interest on certain transactions or balances.</p> <ul style="list-style-type: none"> <li>• There is a Grace Period on all Purchases if you pay the total New Balance shown on each billing statement by the applicable Payment Due Date. Where required by applicable law, we will not charge interest on any portion of a Purchase balance that is repaid by the first specified Payment Due Date after each Purchase was made if you paid the total New Balance for the previous billing cycle by the specified due date.</li> <li>• There is no Grace Period for Balance Transfers or Cash Advances.</li> </ul>	<p>Your Payment Due Date is at least 21 days after the closing date for each billing statement.</p> <p>Except as described in this section, if you do not pay your total New Balance by the Payment Due Date, we will start charging interest on each new Purchase on the transaction date or the first day of the billing cycle in which the Purchase posts to your Account, whichever occurs later.</p>
<b>Payment Allocation</b>	<p>You may reduce the amount of interest you pay by making payments that are larger than the Total Minimum Payment Due. Because federal law requires payment amounts in excess of your Total Minimum Payment Due to be applied first to higher APR balances, these balances will be paid off more quickly and you will pay less interest on them than if you paid only the Total Minimum Payment Due.</p>	<p>If your Account has balances with different APRs, we will allocate the amount of any payment that is less than or equal to the Total Minimum Payment Due to the lowest APR balances first. Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.</p>

### Account Fees and Charges

You agree to pay (1) the fees and charges listed below, and (2) the Transaction Fees shown in the Account Summary Table, subject to any limitation of applicable law. We will not charge the Cash Advance Transaction Fee on any Overdraft Advance.

<p><b>Annual Fee:</b> Your Account may be charged the amount (if any) shown in the Account Summary Table on the card carrier. If an Annual Fee applies to your Account, this fee will be charged to your Account when we issue the Card, and annually at the end of the month that includes the anniversary date of the opening of the Account. If applicable, it will be charged regardless of whether you use the Account, and is not refundable even if the Account is closed for any reason by either you or us.</p>
<p><b>Late Fee:</b> You may be charged \$28 if the Total Minimum Payment Due shown on your billing statement is not received by us on or before its Payment Due Date. If a late fee was assessed any time in the prior six (6) billing cycles, then the amount of the late fee will be \$39. The Late Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee. If your balance is less than \$50, we will not assess a Late Fee.</p>
<p><b>Return Access Check Fee:</b> You may be charged \$25 if we return an Access Check unpaid for any reason, even if the Access Check is paid upon subsequent presentment. The Returned Access Check Fee will not exceed the dollar amount of the Access Check.</p>
<p><b>Copy Fee:</b> You may be charged \$5 for each copy of a billing statement or sales draft, except that the six most recent statements and one sales draft will be provided for free. We will not charge this fee if you reside in Delaware, Indiana, Kansas, Louisiana, Maryland, Pennsylvania, South Carolina, West Virginia or Wyoming. Regardless of where you reside, we will not charge for any statement or sales draft you request in good faith in connection with the resolution of any disputed billing matter.</p>
<p><b>Expedited Delivery Fee:</b> You may be charged this Fee if you request and we agree to arrange for expedited delivery of any Card to you (for example, by an overnight delivery service). The amount of the Expedited Delivery Fee will depend on the type of delivery you choose to receive, and will be disclosed to you when you request expedited delivery. If you then confirm and we honor your request, we will charge the fee. We will not charge an Expedited Delivery Fee in Colorado, Delaware, Indiana, Kansas, Louisiana, Maryland, New York, Pennsylvania, South Carolina, West Virginia or Wyoming.</p>
<p><b>Stop Payment Fee:</b> You may be charged \$25 for each stop payment requested on an Access Check, whether or not we actually stop payment, subject to any restrictions of applicable law. We will not charge a Stop Payment Fee in Colorado, Delaware, Indiana, Kansas, Louisiana, Maryland, New York, Pennsylvania, South Carolina, West Virginia or Wyoming.</p>
<p><b>Collection Costs:</b> If you are in default, unless prohibited by applicable law we can require you to pay our collection costs, attorneys’ fees, court costs and all other expenses we incur to enforce our rights under this Agreement. These costs may include reasonable fees to attorneys who are not our paid employees. We will not charge you for our collection costs if you owe us \$300 or less. We will not charge attorneys’ fees that exceed 15% of the unpaid debt in Alabama, Colorado, Georgia, Kansas, Maine, Missouri, Montana, North Carolina, Oklahoma or South Carolina, 20% of the amount due in New York, or 25% of the unpaid debt in Louisiana. We will not charge attorneys’ fees if the principal amount you owe us is less</p>

than \$1,000 in Idaho or Wyoming. We will not charge collection costs other than attorneys' fees if you live in Colorado, Delaware, Idaho, Indiana, Kansas, Louisiana, Maine, Maryland, New York, North Carolina, Oklahoma, South Carolina or Wyoming. We will not charge you attorneys' fees, court costs or other collection costs incurred as a result of your default if you live in Pennsylvania, West Virginia or Wisconsin.

### Interest Charges

**The Daily Periodic Rates ("DPRs") and Annual Percentage Rates ("APRs") for your Account are shown on the Account Summary Table on the card carrier.** We calculate each DPR by dividing the APR by the number of days in the year.

### Variable APRs

Except for any Promotional APR, the APRs for your Account are variable rates. We calculate each variable APR by adding together an index and a margin. The margin used to calculate each APR is shown on the Account Summary Table on the card carrier. The index is the highest U.S. Prime Rate as published in the "Money Rates" section of The Wall Street Journal on the last publication day of each month. If The Wall Street Journal does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, the Bank may, in its sole discretion, substitute another index. An increase or decrease in the index will cause a corresponding increase or decrease in your variable rates on the first day of your billing cycle that begins in the same month in which the index is published. An increase in the index means that you will pay higher interest charges and have a higher Total Minimum Payment Due.

### How We Calculate Interest

We use the average daily balance method (including new transactions) to calculate the interest owed on your Account for each billing cycle:

- We first figure out the average daily balance for each type of transaction. By type of transaction, we mean Purchases, Cash Advances, Balance Transfers and any such transaction subject to a promotional offer. If any portion of a Purchase balance received a Grace Period, that amount is not included in this calculation.
- To get the average daily balance for each type of transaction, we take the beginning balance for that transaction-type, which will include any unpaid balance on those transactions and any unpaid interest on those transactions.
- To the beginning balance, we add:
  - \* An amount equal to the applicable DPR multiplied by the previous day's closing daily balance, and
  - \* Any new transactions, applicable fees or other debits.
- Then we subtract any payments or credits. This gives us the daily balance. If any daily balance is less than zero we treat it as zero.
- Next, we add up all the daily balances for that transaction-type during the billing cycle, and then divide this total by the number of days in the billing cycle. This gives us the average daily balance. **This method of calculating the average daily balance results in charging interest on unpaid interest (also known as compounding) and fees.**
- We multiply the average daily balance by the applicable DPR, and then we multiply the resulting amount by the number of days in the billing cycle to determine the amount of interest owed for that type of transaction.
- After calculating the amount of interest owed for each type of transaction, we add together these amounts to determine the total amount of interest owed on your Account for the billing cycle. If any interest charge is due, we will charge you at least the Minimum Interest Charge shown on the Account Summary Table.

We may use mathematical formulas or computer programs which produce equivalent results to calculate the average daily balance, interest charges and related amounts.

We add transactions and fees to your daily balance (and they may begin accruing interest) no earlier than:

- For new Purchases – the transaction date or the first day of the billing cycle in which the Purchase posts to your Account, whichever occurs later.
- For new Balance Transfers and Cash Advances – the transaction date. For Access Checks and Balance Transfers made by check, the transaction date is the date the check is first deposited or cashed. For Balance Transfers made electronically, the transaction date is the date we transmit the Balance Transfer to your other creditor.
- For a Returned Payment – the date that the corresponding payment had been credited to your Account.
- Fees – the date of a related transaction, the date of the activity or condition for which the fee is charged or, at our option, the last day of the applicable billing cycle.

### Your Responsibility for the Account

These sections describe how certain conditions may or may not affect your responsibility for the Account.

Condition	What It Means To You	Our Rights and Responsibilities
<b>Joint Account</b>	If you have a joint Account, each of you may use the Account and we may ask any one of you to pay any balance due on the Account. We may send notice to any one of you, and it will be considered	All persons who requested or otherwise agreed to be responsible for the Account, whether at the time of application or later, are individually and jointly responsible for the total outstanding

	<p>notice to all of you. Any one of you may give us any notice under this Agreement. If you give us different notices or make different requests, we may pick which one to honor without telling any of you. We will not owe anything to you or anyone else because we picked one of your notices or requests. We may send Account materials (Cards, billing statements and notices) to any of you, and you will be responsible for delivering those materials to the others and to any authorized users.</p>	<p>balance on the Account. If you and one or more persons are responsible to pay any total outstanding balance, we may refuse to release any of you from liability until you repay the total outstanding balance owed to us under the terms of this Agreement.</p>
<b>Authorized Users</b>	<p>If you permit any person to use your Card, Access Checks, Account number, or other credit device with the authorization to obtain credit on your Account, you will be responsible for all transactions made by that person to the fullest extent permitted by law, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users may have the same access to information about the Account and its users as you have.</p> <p>You may allow authorized users on your Account in the following ways:</p> <ul style="list-style-type: none"> <li>• By notifying us that you want someone added to your Account as an authorized user; or</li> <li>• By lending your Card or Account number to another; or</li> <li>• By any other ways in which you would be legally considered to have authorized another person to use your Account or be legally prevented from denying that you did so.</li> </ul> <p>You must think carefully before you allow anyone to become an authorized user. By doing so, you authorize the person to use your Account to the same extent you can, including but not limited to making any Purchases, Balance Transfers, Cash Advances, and allowing others to use your Account. Your Account does not permit you to limit the nature or amount of authority you give to any authorized user and you will not attempt to do so. An authorized user's authority will continue until you notify us that you are terminating the authority and you physically retrieve the Card. If you cannot retrieve the Card, you will remain liable for any transactions that we cannot prevent after you notify us.</p>	<p>At your request, we may issue a Card to an authorized user. We have no obligation to issue cards to any authorized user, and we may terminate the access of any or all authorized users to your Account at any time. If we terminate an authorized user's access to your Account, we may close your Account and open a new account with a different account number.</p>
<b>Unauthorized Transactions</b>	<p>If you notice the loss or theft of your Card or possible unauthorized use of your Account, you should write to us immediately at: Regions Bank, PO Box 413, Birmingham, Alabama, 35201, or call us at 1-800-253-2265.</p>	<p>You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. We will extend to you the benefits of the zero liability policy, in effect at the time of any unauthorized use, for the network responsible for processing transactions on your Card. In any case, your liability will not exceed \$50.</p>

**Other Account Terms**

<b>Term</b>	<b>What It Means To You</b>
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<b>Changes to Your Contact Information</b>	You must notify us immediately of any change to your address or any of your other contact information by writing or calling us using the Customer Service address or phone number provided on each billing statement.
<b>Credit Information</b>	We may get and review your credit history from credit reporting agencies and others. We also may provide information about you and your account to credit reporting agencies and others. <b><i>If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write to us at: Regions Bank, Credit Reporting Agencies, 2050 Parkway Office Circle, Hoover, Alabama 35244. Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete.</i></b>
<b>Telephone Calls and Other Communications</b>	By providing us with your telephone number(s) and other contact information, you agree that Regions Bank, its successors or assigns, or any company or person providing services in connection with your Account may contact you for any informational purposes related to your Account and in any manner permitted or required by law. This contact may be made using an automatic telephone dialing system, leaving you a voice or prerecorded message, or sending you a text, email or other electronic message (each a “ <u>Communication</u> ”). You acknowledge and agree that you are providing this consent to receive Communications as consideration and as a bargained-for term in a legally binding agreement, and that this consent is irrevocable by you to the maximum extent allowed by law. If you wish to revoke your consent to be contacted at any cellular telephone number using an automatic telephone dialing system and/or an artificial or prerecorded message, we will consider your request in our sole and absolute discretion, subject to the requirements of applicable law, but you must make your request by calling us at 1-888-219-9227.
<b>Benefits and Rewards</b>	You may be offered certain benefits and rewards with your Account. We may change, add, or delete benefits and rewards at any time and without notice to you. Any such benefits or rewards are not a part of this Agreement, but are subject to the terms and restrictions provided in the separate agreement for those benefits or rewards.
<b>Credits and De Minimis Refunds</b>	If we determine that a credit is due to your Account for any reason (such as the refund of a fee charged in error), that credit will first be applied to the outstanding balance owed on the Account. You agree that, if your Account has been closed (whether by you or us) and the amount of any credit remaining after application to any outstanding balance is less than \$1, we have no obligation to refund that credit to you and you waive any claims you may have to that credit.
<b>Enforcement</b>	Our failure or delay in exercising any of our rights under this Agreement does not mean that we cannot exercise those rights later. For example, if we take no action when you go into default, we may exercise our rights later if you continue in default or again go into default. If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be enforceable.
<b>Arbitration</b>	Either you or we may ask to settle disputes relating to this Agreement or your Account by arbitration. Arbitration is a way of working out disputes without going to court. If you or we ask for arbitration, we would all meet with a person called an arbitrator. An arbitrator is like a referee or a judge. The arbitrator will listen to what you and we have to say. The arbitrator will decide who is right. The arbitrator’s decision is called an award. The party who wins the award can take it to any court that could have heard the dispute and get an official judgment. <b>The specific terms and conditions under which we may arbitrate a dispute are continued in the “Arbitration” section of this Agreement. Please read the rest of this section carefully.</b>
<b>Governing Law</b>	This Agreement is made in Alabama and we extend credit to you from Alabama. This Agreement and your Account are governed by the laws of the State of Alabama (without regard to its conflict of laws principles) and by any applicable federal laws, regardless of where you reside or use the Account.
<b>Assignment</b>	At any time and without notice to you, we may assign your Account, any sums owed on your Account, this Agreement, or our rights or obligations under your Account or this Agreement to any person or entity. The person or entity to whom we make any such assignment will be entitled to all of the rights or obligations we have assigned.
<b>MD Residents</b>	You have the right under Maryland Commercial Law Code Section 12-510 to receive an answer to a written inquiry concerning the status of your Account. Finance charges will be imposed on the outstanding balances from month to month in amounts or at rates not in excess of those permitted by law.
<b>NJ Residents</b>	All provisions of this Agreement are valid, enforceable and applicable in New Jersey.

#### Arbitration

If your Account was opened on or after October 3, 2017 and you were a “covered borrower” (as defined in the U.S. Department of Defense regulation implementing the federal Military Lending Act) when you applied for the

**Account, this ARBITRATION AND WAIVER OF JURY TRIAL section will not apply as long as you continue to be a covered borrower.**

**ARBITRATION AND WAIVER OF JURY TRIAL.** Except as expressly provided herein, you and we agree that either party may elect to resolve by **BINDING ARBITRATION** any controversy, claim, counterclaim, dispute or disagreement between you and us, whether asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity and whether arising before or after the effective date of this Agreement (any "**Claim**"). Claim has the broadest possible meaning and includes, but is not limited to, any controversy, claim, counterclaim, dispute or disagreement arising out of, in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of this Agreement (including any Debt Cancellation Addendum to this Agreement); (2) your Account; (3) any charge or cost incurred pursuant to this Agreement; (4) any transaction involving your Account or this Agreement; (5) the collection of any amounts due under this Agreement or on your Account; (6) any alleged contract or tort arising out of or relating in any way to this Agreement, your Account, any transaction on your Account, any advertisement or solicitation, or your business, interaction or relationship with us; (7) any breach of any provision of this Agreement; (8) any statements or representations made to you with respect to this Agreement, your Account, any transaction on your Account, any advertisement or solicitation, or your business, interaction or relationship with us; (9) any property loss, damage or personal injury; (10) any claim, demand or request for compensation or damages from or against us; (11) any damages incurred on or about our premises or property; or (12) any of the foregoing arising out of, in connection with or relating to any agreement which relates to this Agreement, your Account, any credit, any charge, any transaction or your business, interaction or relationship with us, including without limitation any agreement regarding benefits or rewards provided in connection with this Agreement or your Account. If either party elects to arbitrate, the Claim shall be settled by **BINDING ARBITRATION under the Federal Arbitration Act ("FAA")**. This agreement to arbitrate shall include any Claim involving our current and former officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors, assigns, any third party that assigned any agreements to us and any of the respective current and former employees, officers, agents or directors of such affiliates or third parties, and any such Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding. In addition, if we become a party in any lawsuit that you have with any third party, whether through intervention by us or by motion or pleading made by you or any third party, we may elect to have all claims in that lawsuit between you and such third party to be resolved by **BINDING ARBITRATION** under this Agreement.

The arbitration shall be administered by the American Arbitration Association (the "**AAA**") under its Commercial Arbitration Rules or the Consumer Arbitration Rules, as applicable (collectively the "**Arbitration Rules**") in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Agreement, this Agreement shall control. We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. Or, you may contact the AAA directly at 1-800-778-7879 (toll free) or at [www.adr.org](http://www.adr.org).

If the Consumer Arbitration Rules apply and your Claim for actual damages does not exceed \$75,000, you shall be responsible for paying one-half of the arbitrator's fees, up to a maximum of \$125 (if your Claim for actual damages does not exceed \$10,000) or \$375 (if your Claim for actual damages exceeds \$10,000 but does not exceed \$75,000). For any consumer-related Claim that does not exceed \$75,000, we will pay all other arbitrator's fees and costs imposed by the administrator of the arbitration.

If the Consumer Arbitration Rules apply and your Claim seeks actual damages in excess of \$75,000 or non-monetary damages, or if the Commercial Arbitration Rules apply, you shall be responsible for paying the administrative costs and arbitrator's fees as provided in the applicable Arbitration Rules. Except as otherwise provided in this Agreement or in the applicable Arbitration Rules, the final award by the arbitrator(s) may apportion the administrative fees, expenses and arbitrator's fees between you and us as part of the award, as the arbitrator(s) determines is appropriate. The fees and cost stated in this Agreement are subject to any amendments to the Arbitration Rules and fee and cost schedules of the AAA. The fee and cost schedule in effect at the time you submit your Claim shall apply. The Arbitration Rules permit you to request a deferral or reduction of the administrative fees of arbitration if paying them would cause you extreme hardship.

**Each party also has the option of filing an action in small claims court or your state's equivalent court, for any Claim or disputes within the scope of the small claims court's jurisdiction. But if a Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration of the Claim.**

The arbitration of any Claim of \$150,000 or greater shall be conducted by a panel of three arbitrators, unless you and we agree otherwise. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator. Unless you and we have agreed on the arbitrator(s), each arbitrator shall be selected in accordance with the procedure in the Commercial Arbitration Rules for appointment from the national roster, except that the AAA will not administratively appoint any arbitrator under any circumstances and regardless of the number of parties or amount of your Claim.

**Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of similarly situated persons, or brought as private attorney general or on another similar representative basis. For any Claim subject to arbitration, you may not participate in a class action in court or in a class-wide arbitration, either as a plaintiff or claimant, class representative or class member.**

All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. Any in-person arbitration hearing will be held at a location that is reasonably convenient to all parties in either your state of residence or the state of your billing statement address with Regions, with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, that determination shall be made by the arbitrator(s).

Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the enforceability, scope, reach or validity of this agreement to arbitrate disputes or of this entire Agreement, shall be decided by the arbitrator(s).

The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information and materials between the parties prior to such arbitration. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law (and which shall be governed by the constitutional standards employed by the courts). The arbitrator(s) shall have the authority to award attorneys' fees, costs and expenses, in whole or in part, in instances where such is authorized by applicable law.

All awards shall be reasoned awards and the arbitrator's findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the Claim. Judgment on the arbitration award may be entered in any court having jurisdiction.

In the event that the arbitration results in an award which imposes an injunction on you or on us or contains a monetary award in excess of \$250,000, the award shall be reviewable on appeal initiated within 30 days of the award, and shall not be considered final until after the time for filing the notice of the appeal has expired. The appeal shall be governed by the AAA Optional Appellate Arbitration Rules; to the extent they are not inconsistent with this Agreement, and shall be conducted by a panel of three new arbitrators selected to hear the appeal under the procedure for appointment from the national roster, except that the AAA shall not unilaterally appoint the arbitrators for the appeal, unless you and we so agree. Appeals must be initiated within thirty (30) days of receipt of the underlying award, by filing a Notice of Appeal with any AAA office. The decision of the panel shall be by majority vote. Such review shall reconsider anew any aspect of the initial award requested by the appealing party. Following the appeal process, the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof. If the award does not impose an injunction on you or on us or contain a monetary award in excess of \$250,000, then the award shall not be appealable and shall only be subject to such challenges as would otherwise be permissible under the FAA.

This agreement to arbitrate does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off, recoupment, repossession, trustee's sales and the like. This agreement to arbitrate does not limit the right of you or us, whether before or during the pendency of any arbitration proceeding to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by you or us. The taking by either you or us of any of the self-help remedies or by filing any action in court, including but not limited to the actions described in the preceding sentence, shall not be deemed to be a waiver of the right to elect BINDING ARBITRATION of any Claim upon the filing of a counterclaim, crossclaim, third party claim or the like by either you or us in response to any such action.

You and we specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the FAA, and hereby waive and relinquish any right to claim otherwise. You and we hereby acknowledge, agree and stipulate that Regions Bank is a multi-state banking organization engaging in interstate banking and commerce; all transactions on credit card accounts involve interstate commerce; and we regularly use the services of businesses located in other states in opening and administering credit card accounts.

Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable, or otherwise refuse or decline to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable – in whole or in part and for any reason whatsoever or for no reason – this agreement

to arbitrate shall not fail or be invalidated as a result. Rather, in that instance, any party to the Claim may then petition a court of competent jurisdiction under 9 U.S.C. § 5 to appoint the arbitrator(s). Upon consideration of such a 9 U.S.C. § 5 petition, should the court decline or refuse to appoint the arbitrator(s), then and only then and within 30 days of a final and non-appealable decision on the matter from such court, you and we shall each respectively pick one arbitrator, and those two arbitrators shall then, by mutual agreement and within 30 days of the selection of the second of them, select a third arbitrator. The third arbitrator so selected shall then arbitrate the Claim as the sole arbitrator, except with respect to a Claim for \$150,000 or greater, in which case all three arbitrators so selected shall arbitrate the claim together, with the award and all pre-award decisions made by majority vote. In the case of any arbitration not administered by the AAA, the arbitrator(s) shall still be bound by all applicable provisions of this agreement to arbitrate and the Federal Arbitration Act. They further shall administer and conduct the arbitration under the applicable AAA Arbitration Rules, to the extent such rules may be practicably applied to an arbitration not administered by the AAA.

If any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision; provided, that if you or we seek to bring a joined, consolidated, or class action for arbitration, and if the foregoing prohibition against the arbitration of joined, consolidated or class actions is finally held by an authority of competent jurisdiction to be invalid or unenforceable, the arbitration agreement between you and us shall then be deemed inapplicable to such joined, consolidated or class action, to the effect that any permitted and lawful joined, consolidated or class action shall be adjudicated in accordance with the provisions of applicable law and shall not be resolved through arbitration (provided further, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law). This agreement to arbitrate disputes and waiver of jury trial shall survive your death, the closing of your account and the termination of any of your business or transaction(s) with us, any bankruptcy to the extent consistent with applicable bankruptcy law and shall also survive as to any Claim covered within the scope of this Agreement.

**Whether any controversy is arbitrated or settled by a court, you and we voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law.**

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### **Your Billing Rights: Keep This Document for Future Use**

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

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

If you think there is an error on your statement, write to us at the address shown in the version of this section that is included on your billing statement. In your communication, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

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

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

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

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

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

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

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

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.

- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

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

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

#### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. 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 of the criteria above are met and you are still dissatisfied with the purchase, write to us at the address shown on the payment coupon included with your statement. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Each applicant for an Explore Credit Card Account is required to enter into this Hold Authorization and Security Agreement as part of the application process.



## Regions Explore Visa Credit Card Hold Authorization and Security Agreement

Regions Explore Card Savings Account Number: \_\_\_\_\_

Credit Card Applicant(s): \_\_\_\_\_

\_\_\_\_\_

Date of Agreement: \_\_\_\_\_

**This Hold Authorization and Security Agreement is made and executed between each Credit Card Applicant identified above (an "Applicant") and Regions Bank ("Bank").**

**HOLD AUTHORIZATION.** The above-named Applicant(s) are applying to Bank for a credit card account (the "Credit Card Account") to be secured by the Regions Explore Card Savings account identified above (the "Savings Account"). If this credit application is approved, Bank will place a hold on the funds in the Savings Account, which will restrict deposits to and withdrawals from the Savings Account (the "Savings Account Hold" or the "Hold"). The Savings Account Hold will take effect immediately upon approval of the application, which will occur before the credit card account is opened for the Applicant(s). Once the Savings Account Hold takes effect, the funds in the Savings Account will not be available for withdrawal and will not be included in the available balance for the Savings Account. By entering into this Agreement, each Applicant authorizes Regions to place the Hold on the Savings Account immediately upon approval of the credit card application, as described above. If the application for the Credit Card Account is not approved, Bank will notify the Applicant(s) of this decision. In this event, this Agreement will terminate automatically, no Hold will be placed on the Savings Account, and we will convert the savings account or otherwise return or credit the funds in it to the Applicant(s).

**GRANT OF SECURITY INTEREST.** For valuable consideration, each Applicant grants to Bank a security interest in the Savings Account identified above, together with (A) all interest, whether now accrued or hereafter accruing; (B) all additional deposits hereafter made to the Savings Account; (C) any and all proceeds from the Savings Account; and (D) all renewals, replacements and substitutions for any of the foregoing (the "Collateral"). This security interest in the Collateral will secure all amounts owed by the Applicant(s) to Bank on the Credit Card Account (the "Indebtedness"), as provided in the agreement for the Credit Card Account (the "Credit Card Agreement"). This Agreement, including the Hold and this security interest, will remain in effect until there no longer is any indebtedness owing to Bank.

**APPLICANT'S REPRESENTATIONS AND PROMISES WITH RESPECT TO THE COLLATERAL.** Each Applicant represents and promises to Bank that:

**Ownership.** Applicant is the lawful owner of the Collateral free and clear of all loans, liens, encumbrances, and claims except as disclosed to and accepted by Bank in writing.

**Right to Grant Security Interest.** Applicant has the full right, power, and authority to enter into this Agreement and to assign the Collateral to Bank.

**No Prior Assignment.** Applicant has not previously granted a security interest in the Collateral to any other creditor.

**No Further Transfer.** Applicant will not sell, assign, encumber, or otherwise dispose of any of Applicant's rights in the Collateral except as provided in this Agreement.

**No Defaults.** There are no defaults relating to the Collateral, and there are no offsets or counterclaims to the same. Applicant will strictly and promptly do everything required of Applicant under the terms, conditions, promises, and agreements contained in or relating to the Collateral.

**Proceeds.** Any and all replacement or renewal certificates, instruments, or other benefits or proceeds related to the Collateral that are received by Applicant shall be held by Applicant in trust for Bank and immediately shall be delivered by Applicant to Bank to be held as part of the Collateral.

**Validity; Binding Effect.** This Agreement is binding upon Applicant and Applicant's successors and assigns and is legally enforceable in accordance with its terms.

**Financing Statements.** Applicant authorizes Bank to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Bank's security interest. At Bank's request, Applicant additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Bank's security interest in the Property (collectively, the "Related Documents"). Applicant will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Bank is required by law to pay such fees and costs. Applicant irrevocably appoints Bank to execute documents necessary to transfer title if there is a default. Bank may file a copy of this Agreement as a financing statement. Applicant will promptly notify Bank of any change to Applicant's name or the name of any individual Applicant, any individual who is a partner for an Applicant, and any individual who is a trustee or settlor or trustor for an Applicant under this Agreement. Applicant will also promptly notify Bank of any change to the name that appears on the most recently issued, unexpired driver's license or state-issued identification card, any expiration of the most recently issued driver's license or state-issued identification card for Applicant or any individual for whom Applicant is required to provide notice regarding name changes.

**BANK'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL.** While this Agreement is in effect, Bank may retain the rights to possession of the Collateral, together with any and all evidence of the Collateral, such as certificates or passbooks. Once the Credit Card Account is closed, whether by Applicant or Bank, Bank may retain the funds in the Savings Account for up to sixty (60) days in order to cover any transactions, fees or charges relating to use of the Credit Card Account that may post to the Credit Card Account after it is closed.

**BANK'S EXPENDITURES.** If Applicant fails to keep the Collateral free of all taxes, liens, security interests, encumbrances, and other claims, then Bank may do so. If any action or proceeding is commenced that would materially affect Bank's interests in the Collateral, then Bank on Applicant's behalf may, but is not required to, take any action that Bank believes to be appropriate to protect Bank's interests. All expenses incurred or paid by Bank for such purposes will then bear interest at the highest rate charged under the Credit Card Agreement, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Bank to the date of repayment by Applicant. All such expenses will become a part of the Indebtedness and, at Bank's option, will (A) be payable on demand; (B) be added to the balance of the Indebtedness and be payable under the terms of the Credit Card Agreement. The Agreement also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Bank may be entitled on account of any default. Any such action by Bank shall not be construed as curing the default so as to bar Bank from any remedy that it otherwise would have had.

**LIMITATIONS ON OBLIGATIONS OF BANK.** Bank shall use ordinary reasonable care in the physical preservation and custody of any certificate or passbook for the Collateral but shall have no other obligation to protect the Collateral or its value. In particular, but without limitation, Bank shall have no responsibility (A) for the collection or protection of any income on the Collateral; (B) for the preservation of rights against third persons; (C) for ascertaining any maturities, conversions, exchanges, offers, tenders, or similar matters relating to the Collateral; or (D) for informing the Applicant about any of the above, whether or not Bank has or is deemed to have knowledge of such matters.

**DEFAULT.** Applicant will be in default under this Agreement if any of the following happen:

**Account Closed.** The Credit Card Account or the Savings Account is closed for any reason, whether by Bank or any Applicant.

**Payment Default.** Applicant fails to make any payment on the Indebtedness when due under the Credit Card Agreement.

**Break Other Promises.** Applicant breaks any promise made to Bank or fails to perform promptly at the time and strictly in the manner provided in this Agreement, the Credit Card Agreement or in any agreement related to these agreements.

**False Statements.** Any representation or statement made or furnished to Bank by Applicant or on Applicant's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** Applicant dies, becomes insolvent, or files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt.

**Taking of the Collateral.** Any creditor or governmental agency tries to take any of the Collateral. This includes taking of, garnishing of or levying on the Collateral. However, if Applicant disputes in good faith whether the claim on which the taking of the Collateral is based is valid or reasonable, and if Applicant gives Bank written notice of the claim and furnishes Bank with monies or a surety bond satisfactory to Bank to satisfy the claim, then this default provision will not apply.

**Insufficient Savings Account Balance.** The balance of the Savings Account falls below 100% of the credit limit for the Credit Card Account. If no other Event of Default has occurred, this event will not be considered an Event of Default unless and until Applicant had failed to cause the balance of the Savings Account to be increased to an amount no less than 100% of the credit limit for the Credit Card Account by the close of business on the next business day after Applicant has received notice from Bank of the deterioration of the Savings Account balance.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, or at any time thereafter, Bank may exercise any one or more of the following rights and remedies, in addition to any rights or remedies that may be available by contract, at law, in equity, or otherwise:

**Accelerate Indebtedness.** Bank may declare all Indebtedness of Applicant to Bank immediately due and payable, without notice of any kind to Applicant.

**Application of Savings Account Proceeds.** Bank may take the funds in the Savings Account without notice of any kind to Applicant, apply them to the Indebtedness, and retain any excess funds for up to sixty (60) days in order to cover any transactions, fees or charges that may post to the Credit Card Account after it is closed. If the Savings Account is subject to an early withdrawal penalty, that penalty shall be deducted from the Savings Account before its application to the Indebtedness. Any excess funds remaining after application of the Savings Account proceeds to the Indebtedness will be paid to Applicant(s) as the interests of Applicant(s) may appear. Applicant agrees, to the extent permitted by law, to pay any deficiency after application of the proceeds of the Savings Account to the Indebtedness.

**Other Rights and Remedies.** Bank shall have all the rights of a secured party under the Alabama Uniform Commercial Code, even if the Savings Account is not otherwise subject to such Code concerning security interests, and the parties to this Agreement agree that the provisions of the Code giving rights to a secured party shall nonetheless be a part of this Agreement. Bank also shall have and may exercise any or all of the rights and remedies of a secured creditor at law, in equity, or otherwise.

**Deficiency Judgment.** If permitted by applicable law, Bank may obtain a judgment for any deficiency remaining in the Indebtedness due to Bank after application of all amounts received from the exercise of the rights provided in this section.

**Cumulative Remedies.** Each of Bank's rights and remedies, whether evidenced by this Agreement, the Credit Card Agreement or by any other writing, shall be cumulative and may be exercised alone or together. Bank's election to pursue any one remedy will not bar Bank from using any other remedy. If Bank decides to spend money or to perform any of Applicant's obligations under this Agreement, after Applicant fails to do so, that decision by Bank will not affect Bank's right to declare Applicant in default and to exercise Bank's remedies.

**ARBITRATION AND WAIVER OF JURY TRIAL.** Except as expressly provided in the Regions Deposit Agreement governing the Savings Account (the "Deposit Agreement"), each Applicant and Bank agree that any party may elect to resolve by BINDING ARBITRATION any controversy, claim, counterclaim, dispute or disagreement under this Agreement, whether asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity and whether arising before or after the effective date of this Agreement (a "Claim"). Claim has the broadest possible meaning and includes, but is not limited to, any controversy, claim, counterclaim, dispute or disagreement arising out of, in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of this Agreement; (2) the Savings Account; (3) any charge or cost incurred pursuant to this Agreement; (4) the collection of any amounts due under this Agreement; (5) any alleged contract or tort arising out of or relating in any way to this Agreement, the Savings Account, or the Savings Account Hold; (6) any breach of any provision of this Agreement; (7) any statements or representations made to any Applicant with respect to this Agreement or the Savings Account Hold; (8) any property loss, damage or personal injury; (9) any claim, demand or request for compensation or damages from or against Bank; (10) any damages incurred on or about Bank's premises or property; or (11) any of the foregoing arising out of, in connection with or relating to any agreement which relates to this Agreement, the Savings Account, or the Savings Account Hold. If any party elects to arbitrate, the Claim shall be settled by BINDING ARBITRATION under the terms of the Deposit Agreement. Any dispute arising from or related to the Credit Card Account, including without limitation any amounts due on the Credit Card Account, shall be settled by BINDING ARBITRATION under the terms of the Credit Card Agreement.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Conflicting Agreements; Amendments.** What is written in this Agreement and in the Related Documents is Applicant's entire agreement with Bank concerning the matters covered by this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Deposit Agreement or the Credit Card Agreement, the terms of this Agreement will apply. To be effective, any change to this Agreement must be in writing and must be signed by whoever will be bound or obligated by the change.

**Attorneys' Fees; Collection Costs.** In the Credit Card Agreement, each Applicant agrees to pay certain collection costs Bank may incur in the event of a default, which may include reasonable attorneys' fees. This Agreement also secures all of those collection costs.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** This Agreement will be governed by federal law applicable to Bank and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Bank in the State of Alabama.

**No Waiver by Bank.** Applicant understands Bank will not give up any of Bank's rights under this Agreement unless Bank does so in writing. The fact that Bank delays or omits to exercise any right will not mean that Bank has given up that right. If Bank does agree in writing to give up one of Bank's rights, that does not mean Applicant will not have to comply with the other provisions of this Agreement. Applicant also understands that if Bank does consent to a request, that does not mean that Applicant will not have to get Bank's consent again if the situation happens again. Applicant further understands that just because Bank consents to one or more of Applicant's requests, that does not mean Bank will be required to consent to any of Applicant's future requests. Applicant waives presentment, demand for payment, protest, and notice of dishonor.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any person may change his or her address for notices under this Agreement by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Applicant agrees to keep Bank informed at all times of Applicant's current address. Unless otherwise provided or required by law, if there is more than one Applicant, any notice given by Bank to any Applicant is deemed to be notice given to all Applicants. It will be Applicant's responsibility to tell the others of the notice from Bank.

**Severability.** If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Applicant's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Applicant, Bank, without notice to Applicant, may deal with Applicant's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Applicant from the obligations of this Agreement or liability under the Indebtedness.

**Survival of Promises.** All promises, agreements, and statements Applicant has made in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature and shall remain in full force and effect until such time



as Applicant's Indebtedness is paid in full.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**EACH APPLICANT HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS HOLD AUTHORIZATION AND SECURITY AGREEMENT AND AGREES TO ITS TERMS.**

**THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

## PRICING INFORMATION

This table summarizes certain costs for Regions Explore Credit Cards. Each account is governed by the Credit Card Agreement sent with the card, which contains the full terms and conditions of the account. Regions may change the interest rates, fees and other terms as provided in the Credit Card Agreement. This information about the costs of the cards is accurate as of **November 1, 2024**, but may have changed since that date. To find out what may have changed, you can call us at 1-800-253-2265. Please carefully review this information.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>27.74%</b> This APR will vary with the market based on the Prime Rate <sup>a</sup>
<b>APR for Balance Transfers</b>	<b>27.74%</b> This APR will vary with the market based on the Prime Rate. <sup>a</sup>
<b>APR for Cash Advances</b>	<b>29.74%</b> This APR will vary with the market based on the Prime Rate. <sup>b</sup>
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 21 days after the close of each billing cycle. We will not charge interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.50
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
Fees	
<b>Annual Fee</b>	<b>\$29</b>
<b>Transaction Fees:</b>	
<ul style="list-style-type: none"> <li>• Balance Transfer</li> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul>	Either <b>\$10</b> or <b>4%</b> of the amount of each transfer, whichever is greater. Either <b>\$10</b> or <b>4%</b> of the amount of each cash advance, whichever is greater <b>None</b>
<b>Penalty Fees:</b>	
<ul style="list-style-type: none"> <li>• Late Payment</li> </ul>	Up to <b>\$39</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new transactions)." See your account agreement for more details.

### Additional Terms and Conditions

**Variable Rates:** Variable Rates on the Account are calculated by adding together an index and a margin. The margins are shown below. The index is the highest U.S. Prime Rate as published in the "Money Rates" section of The Wall Street Journal on the last publication day of each month. An increase or decrease in the index will cause a corresponding increase or decrease in your variable rates on the first day of your billing cycle that begins in the same month in which the index is published. An increase in the index means that you will pay higher interest charges and have a higher Total Minimum Payment Due. If The Wall Street Journal does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, the Bank may, in its sole discretion, substitute another index.

<sup>a</sup> Standard Rates for Purchases and Balance Transfers – Wall Street Journal Prime + a margin of 19.74%.

<sup>b</sup> Standard Rate for Cash Advances – Wall Street Journal Prime + a margin of 21.74%.