

MASTERCARD® CORPORATE DISBURSEMENT CARD CARDHOLDER AGREEMENT

PLEASE SIGN THE CARD IMMEDIATELY.

DO NOT TELL ANYONE YOUR PIN. YOU ARE RESPONSIBLE FOR SAFEGUARDING YOUR PIN AND CARD NUMBER.

PLEASE READ THIS AGREEMENT AND KEEP A COPY FOR FUTURE REFERENCE. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (INCLUDING A CLASS ACTION WAIVER).

By activating, accepting or using the enclosed prepaid Mastercard disbursement card (“Card”), you agree to be bound by the terms and conditions contained in this Mastercard Corporate Disbursement Card Cardholder Agreement (this “Agreement”). Your Card is a reloadable Mastercard-branded prepaid debit card issued by SouthState Bank, N.A. that accesses funds loaded onto your Card. In this Agreement, “you” or “your” means any person who has received the Card and is authorized to use it as provided for in this Agreement, and “we”, “us” or “our” means SouthState Bank, N.A. and its successors and assigns. “Program Sponsor” means the organization that offered you the card and funds your Card.

Your Card is not connected to any account and you will not earn any interest on the funds on your Card. The Card is not a credit card. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

The Card allows electronic access to funds in connection with your business arrangement with Program Sponsor. You may use the Card everywhere Mastercard debit cards are accepted for purchases at merchant point-of-sale (“POS”) locations and cash withdrawals at automated teller machines (“ATMs”), financial institutions, and merchant POS location that permit cash back. The value of funds available on the Card at any one time (your “Available Balance”) is limited to the dollar amount of prepaid funds, less amounts deducted for withdrawals, purchases and fees.

Section 1. FEES AND CHARGES. You agree to pay us the following fees, which will be withdrawn from your Card and will be assessed so long as there is a remaining balance in your Card, unless prohibited by law. If you request a service that is not included in this Schedule of Account Fees and there is a fee for such service, such fee will be disclosed at the time you request the service and you agree that any such fee may be deducted from your Card.

Fee Type	Fee Amount and Details
Monthly Fee	\$0.00 per month starting one month after Card activation
Inactivity Fee	\$2 per month starting 12 months after no Card activity
Paper Statement Fee	\$2 per statement
Card to Bank Fee	\$2 per money move
Convenience Check	\$1.25 per check. (1 free per load activity)
Fees for Adding Money	
Program Sponsor Loads	No Fee
Fees for Spending Money (per transaction)	
Signature Purchases	No Fee
PIN Purchases	No Fee
Fees for Getting Cash (per transaction)	
ATM Cash Withdrawal – U.S.*	\$1.25 per withdrawal (1 free per load period)
ATM Cash Withdrawal – International*	\$2.25 per withdrawal
Cash Back at Point-of-Sale (<i>select “Debit” and enter your PIN to get cash back when making purchase at a retailer</i>)	No Fee; Maximum \$500 per day Cash Back
Bank Teller Cash Withdrawal	\$0.00
Fees for Customer Service, Getting Information and Card Maintenance	
ATM Balance Inquiry	\$0.00
ATM Decline	\$0.00
IVR Phone Calls	No Fee
Live Agent Phone Calls	\$0.00
Other Services	Fee will be disclosed when the service is requested

* ATM operators or other networks may charge fees in addition to those shown above, which will be displayed on the ATM screen before you complete your transaction. These fees will be included in the ATM withdrawal amount.

Third Party Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network

used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer at the ATM). In addition, you may be charged fees by other third parties for use of the Card, such as (i) stores and merchants for POS transactions, and (ii) other banks and financial institutions for cash withdrawals at their branches.

Section 2. FOREIGN EXCHANGE. If you obtain funds (or make a purchase) in a currency other than the currency in which the Card was issued, the amount deducted from the funds will be converted by Mastercard U.S.A., Inc. into an amount in the currency of the Card. The conversion may occur on a date different than the transaction date. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard U.S.A. Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard U.S.A., Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date. You agree to pay the converted amount, which includes the rate of exchange between foreign currency and US currency in effect one day prior to the processing date, increased by 1%.

Section 3. CONSENT TO ELECTRONIC DELIVERY. Your Card and related services are Internet-based. You understand and agree that the following categories of information ("Electronic Disclosures") will be provided by electronic means:

- Legal disclosures
- Privacy Policy
- Transaction history
- Notices to you of the resolution of any claimed error or unauthorized transaction
- Notices with respect to any changes to the Cardholder Agreement or any other notices or communications required or permitted by law
- Inquiries or notices to you about transactions made using your Card
- Any customer service communications

To receive your Electronic Disclosures, you must have access to the following hardware and software requirements:

- an Internet browser that supports 128-bit encryption, such as the latest or previous versions of Microsoft Edge, Firefox, Safari and Google Chrome
- an e-mail account and e-mail reader software capable of handling HTML e-mail
- a personal computer or mobile device, operating system and telecommunications connections to the Internet capable of supporting the foregoing
- sufficient electronic storage capacity on your computer's or device's hard drive or other data storage unit
- a printer capable of printing from your browser and e-mail software.

You also have the right to receive a paper copy of any Electronic Disclosures by sending a request to us. Your request should specify the Electronic Disclosure that you would like us to send and provide your name, address and Card number. You may make this request by calling us toll free at 888-743-8863, 24 hours a day, 7 days a week, or writing to us at Transcard, [PO Box 1069, Chattanooga, TN 37401.

Section 4. ONLINE ACCESS. Once your Card has been activated, you may obtain your Available Balance and review Card transactions online by visiting www.paynover.com or calling 888-743-8863. In addition, you can obtain a monthly paper statement for a monthly fee of \$2.00.

You can get a receipt at the time you make any transaction using an ATM or POS terminal.

For any questions, you may call us at 888-743-8863 or write us at PO Box 1069, Chattanooga, TN 37401.

Section 5. THE CARD. The Card is a prepaid, stored value card, issued in connection with a program organized by the Program Sponsor. This means that there is no separate deposit account established for you that is associated with the Card. There is a limited purpose prepaid account in which the funds that are stored on the Card are maintained. You have no rights in those funds, except to access the funds through the Card in accordance with this Agreement. You may not make any deposit, withdrawal or any other transaction with the Card or the prepaid account, except for the Card transactions described in this Agreement. The account in which the prepaid funds are deposited is FDIC-insured to the maximum extent permitted by law. For information with respect to FDIC insurance on your prepaid funds, visit www.fdic.gov/deposit/. The Card will expire on the date indicated on the Card and any Available Balance remaining on the Card at expiration will be returned to you or handled according to applicable law, including escheatment to a state pursuant to its unclaimed or abandoned property laws.

Section 6. YOUR PIN AND SIGNATURE. In order to protect the use of the Card, a personal identification number ("PIN") will be required for you to conduct a transaction with the Card where required. This PIN is provided to you at or around the time the Card is activated. You may reset your PIN by calling 888-743-8863. You should not disclose your PIN to anyone. If the security or confidentiality of your PIN is compromised, you should notify us at once. There is a panel on the back of the Card for your signature. You should sign this panel on the Card as soon as you receive it to help protect the Card from unauthorized use. However, your responsibility for transactions with the Card, as described in this Agreement, does not depend on whether or not you sign the Card.

Section 7. ADDING FUNDS TO YOUR CARD. Only the Program Sponsor may add funds to your Card. Once the funds are loaded onto the Card, you may use the Card for the type of transactions described in this Agreement. We have

no liability if the Program Sponsor delays or fails to fund your Card. The Program Sponsor may retain the right to deduct funds from the Card in order to correct a previous error or overpayment to you or for other reasons. You authorize us to accept instructions from the Program Sponsor to credit or debit funds to or from your Card and, in the case of a debit, to return those funds to the Program Sponsor. If you have a dispute with the Program Sponsor about the amount that the Program Sponsor loads onto or deducts from your Card, you agree to resolve that dispute solely with your Program Sponsor, not us.

Section 8. USING YOUR CARD.

Transactions. Your Card may be used to access the Available Balance of funds stored on the Card. You may use the Card to perform the following types of transactions in accordance with this Agreement: for purchases at merchant POS locations and cash withdrawals at ATMs, financial institutions, and merchant POS location that permit cash back.

- If you use your Card at an automated fuel dispenser (“pay at the pump”), the merchant may preauthorize the transaction amount up to \$99.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorized amount will result in the placement of a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. If we do not receive the final payment amount, the preauthorized amount on hold will remain in place for thirty (30) days. During a hold period, you will not have access to the preauthorized amount.
- When making a purchase greater than the Available Balance on the Card, alert the cashier to utilize another form of payment to cover the amount greater than what is available on the Card. Ask the cashier to use remaining balance of the Card as the second form of payment.
- The Card can be used at ATMs within the United States and, unless otherwise indicated, at international ATMs displaying the Mastercard, Maestro® and PULSE® acceptance marks. Some services may not be available at all ATMs. Some ATMs may have restrictions relating to amounts that can be withdrawn. The maximum amount of cash you may withdraw at an ATM and via merchant cash back in any one day is \$1,000 domestically (\$500 internationally) or the available balance on your Card, whichever is less. Merchants, banks and ATM operators may have additional limitations.
- There is no credit line associated with the Card. This means that you must have a sufficient Available Balance at the time of a transaction in order to pay for the transaction and associated fees.
- If a merchant or an ATM operator attempts to submit a transaction on the Card for an amount that is greater than your Available Balance, the transaction may not be approved by us. In the event that we, in our sole discretion, settle or pay a transaction with the Card when there are insufficient funds stored on the Card to pay for the transaction, this will result in an overdraft on the Card. You agree to pay us the amount of the overdraft and any related fee. We may deduct the overdraft amount and any related fee from future loads to the Card.

Limitations on Use. You may use the Card only in the manner and for the purposes authorized by this Agreement. You may not use the Card for any illegal purpose, and you may not resell the Card. We may restrict access to the Card if we notice any suspicious activity. If access is restricted, you should contact us at the address or telephone number provided in Section 4. so that we may discuss the restriction.

Internet Gambling Transactions Prohibited. You may not use the Card to initiate any type of electronic gambling transaction through the Internet.

Authorizations and Holds. Any entity accepting your Card for payment will be required to obtain approval or authorization for any transaction in accordance with the rules of Mastercard U.S.A., Inc. When an authorization is issued, a seven-day hold may be placed on the value on the Card in the amount of the authorization. When you use your Card in a tipping environment (at restaurants, bars, barber or beauty shops or for taxis or limos), the amount of authorization may be the transaction amount plus a tip of 20%-25%. When a preauthorization request is made by hotels and rental merchants, a thirty-day hold may be placed on funds on the Card in the amount of the preauthorization. If the authorization request varies from the amount of the transaction the merchant subsequently submits to the Mastercard system, settlement of the transaction may not remove the hold, which may remain on the Card until the hold days have expired. If your Card is subject to a hold, the value on the Card that is subject to the hold will not be available for other purposes.

Section 9. MERCHANT RETURNS, REFUNDS AND DISPUTES. If there is a problem or dispute with a purchase of goods or services, you must address it directly with the merchant from which you purchased the goods or services. Refunds and returns are subject to the merchant’s policies and/or applicable laws. If you are entitled to a refund for goods or services obtained with your Card, you agree to accept credits to your Card instead of cash. If you use the Card at a merchant, and a dispute with the merchant arises, you agree to make a good faith effort to settle the dispute with the merchant. Any unresolved dispute may be sent to us in writing for assistance in settlement. You cannot stop payment to merchants for transactions made through the use of the Card.

Section 10. DISCLOSURE OF CARD INFORMATION TO THIRD PARTIES. We will disclose information to third parties about the Card or the transactions you make:

- Where it is necessary for completing the transactions; or

- Where there has been unauthorized use of the Card; or
- In order to comply with government agency or court orders; or
- For analytical purposes; or
- If we conclude that disclosure is necessary to protect you or our interests; or
- If you give your permission to us or to other parties.

In addition, if we obtain such information, Cardholder information may be provided to Mastercard for the purposes of providing certain services, including emergency cash or emergency Card replacement. Our Privacy Policy is available at <https://www.southstatebank.com/global/privacy-notice>

Section 11. NOTICE OF ERRORS. If you think a receipt is wrong or you have a question concerning a Card transaction, call us at **888-743-8863**, or write to: **PO Box 1069, Chattanooga, TN 37401** or visit **www.paynuver.com** as soon as you can. We must hear from you no later than 60 days after the transaction date and you must provide the following information: (i) your name and Card number; (ii) a description of the error or the transaction you are unsure about and an explanation as to why you believe it is an error or why you need more information and (iii) the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 5 business days.

Section 12. YOUR LIABILITY FOR CARD USE. Tell us AT ONCE if you believe the Card has been lost or stolen, or if you believe that someone has transferred or may transfer money from the Card without your permission. Telephoning is the best way of keeping your possible losses down. If the Card has been lost, stolen or compromised, we will close the Card to minimize losses. While we are happy to answer your questions about transactions, please remember that you will be considered to have authorized any transaction by anyone using the Card or Card number. We reserve the right to require an affidavit and conduct an investigation into the validity of any request.

Mastercard's Zero Liability Policy. Under Mastercard Rules, you will not be held responsible for unauthorized transactions using your Card if you have exercised reasonable care in safeguarding your Card from the risk of loss or theft and upon becoming aware of such loss or theft, you have promptly reported such loss or theft to us. The Zero Liability policy does not apply to Mastercard payment cards that are used for commercial purposes or anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us).

Section 13. BANK LIABILITY. If we do not complete a transfer to or from the Card on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money on your Card to make the transaction.
- If the ATM where you are making the Card transaction does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the Card transaction.
- We are prohibited by law from completing the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the Card transaction, despite reasonable precautions that we have taken.
- Any other exceptions stated in this Agreement.

Section 14. SYSTEMS UNAVAILABILITY. The electronic transfer functionality and/or electronic statements may not be available when systems require maintenance or upgrades or major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond our control. We have no liability for interruptions or delays in services due to systems unavailability.

Section 15. MISCELLANEOUS.

Disclaimer of Liability. In providing the Card and related services to you, we disclaim any duty or responsibility other than those expressly set forth in this Agreement.

Amendment. We can change this Agreement, including all fees, at any time, and such changes will be binding on you. If required by law, we will post notice of the change on our web site prior to the effective date of the change. However, if the change is made for security purposes or as a result of changes in fees, changes or costs imposed by any party other than us, we can implement it without prior notice. Your continued use of the Card constitutes acceptance of any amendment implemented by us.

Telephone Consent. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications (including but not limited to prerecorded or artificial voice message calls, text messages, ringless voicemail, and calls made by an automatic telephone dialing system) from us and our agents at that number. This express consent applies to each telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. You may incur fees from your cellular or wireless provider for these calls and messages.

Business Days. Our business days are Monday through Friday, excluding federal holidays. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

Our Right to Set-Off. If you ever owe us money for your Card or any other account with us, and it becomes due, we have the right under the law (called set-off) to use the money from your account to pay the debt. We may charge against any of your accounts any debt you owe us, now or in the future, without going through any legal process or court proceedings.

Termination. We reserve the right to terminate this Agreement in the event we choose to discontinue any of the services that are described herein. If we discontinue honoring the Card, you should call us for further instructions. You may, at any time, terminate this Agreement by giving us written notice. Termination will not affect any of our rights or your obligations arising under this Agreement prior to termination.

Assignment. You may not transfer or assign this Agreement to any other person without our prior written consent. We may assign our obligations to you under this Agreement without your consent or notice to you.

Severability. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Applicable Law. This Agreement is governed by applicable federal laws, rules and regulations. To the extent federal law is not applicable, the laws of the State of Florida govern this Agreement. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement will be deemed modified to the extent necessary to comply with such law or regulation.

Waiver. We may waive any of the provisions or conditions of this Agreement, but any such waiver will be effective only on that occasion and will not be a continuing waiver or a waiver on any other occasion. We can delay enforcement of any of our rights under this Agreement without losing them.

Section 16. NOTICE AND CURE. Prior to initiating a lawsuit or an arbitration proceeding as further described in the “Arbitration Clause” section herein, you or we, as applicable, shall give the other party notice of the claim (“Claim Notice”) and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim (as defined in the Arbitration Clause below). Any Claim Notice to you shall be sent by mail to the address you provided in connection with your Card (or any updated address you subsequently provide pursuant to this Agreement). Any Claim Notice to us shall be sent by mail to PO Box 1069 Chattanooga TN 37401 (or any updated address we subsequently provide). Any Claim Notice you send must include your name, address and information sufficient to identify your Card number and explain the nature of the Claim and the relief sought. The party giving a Claim Notice must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.

Section 17. ARBITRATION CLAUSE. We have put this Arbitration Clause (“Clause”) in question and answer format to make it easier to understand. However, this Clause is part of this Agreement and is legally binding.

ARBITRATION BACKGROUND AND SCOPE

Question	Short Answer	Further Detail
What is arbitration?	An alternative to a court case	In arbitration, a third party arbitrator (“TPA”) resolves “Claims” (as defined below) in a hearing. It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding (called “discovery”) is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Clause?	Yes, within 60 days	If you do not want this Clause to apply, you must send us a signed notice within 60 calendar days after you agree to this Agreement. You must send the notice by email listed in (“Contact Information”). You must provide your name, address and email address and include the words “Arbitration Opt-Out” in the subject line of the email.
What is this Clause about?	The parties’ agreement to arbitrate Claims	Unless prohibited by applicable law and unless you opt out, you and we agree that any party may elect to arbitrate or require arbitration of any “Claim” as defined below.
Who does the Clause cover?	You, us, and certain “Related Parties”	This Clause governs you and us. It also covers “Related Parties”: (1) parents, subsidiaries and affiliates of the Bank; (2) employees, directors, officers, shareholders, members and representatives of the Bank, or such other entities; and (3) any person or company that is involved in a Claim you pursue at the same time you pursue a related Claim against the Bank.
What Claims does the Clause cover?	All Claims (except certain Claims about this Clause)	This Clause governs all “Claims” that would usually be decided in court and are between the Bank or any Related Party and you. In this Clause, the word “Claims” has the broadest reasonable meaning. It includes all claims even indirectly related to your Card, the Services, this Agreement, or our relationship with you. It includes claims related to collections, privacy and customer information. It includes claims related to the validity in general of this Agreement. However, it does not include Claims about

Question	Short Answer	Further Detail
		the validity, coverage or scope of this Clause or any part of this Clause. All such Claims are for a court and not the TPA to decide.
Who handles the arbitration?	Usually AAA or JAMS	Arbitrations are conducted under this Clause and the rules of the arbitration company in effect at the time the arbitration is commenced. However, arbitration rules that conflict with this Clause do not apply. The arbitration company will be either: <ul style="list-style-type: none"> • The American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com. • Any other company picked by agreement of the parties. If all the above options are unavailable, a court will pick the arbitration company. No arbitration brought on a class basis may be administered without our consent by any arbitration company that would permit class arbitration under this Clause. The TPA will be selected under the arbitration company’s rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.
Can Claims be brought in court?	Sometimes	You or the Bank may bring a lawsuit if the other party does not demand arbitration. The Bank will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, the Bank may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes	For Claims subject to this Clause, you give up your right to: <ol style="list-style-type: none"> 1. Have juries decide Claims. 2. Have courts, other than small-claims courts, decide Claims. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Claim you have with a Claim by other consumers. 5. Bring or be a class member in a class action or class arbitration. The Bank also gives up the right to a jury trial and to have courts decide Claims you wish to arbitrate.
Can you or another consumer start class arbitration?	No	The TPA is <u>not</u> allowed to handle any Claim on a class or representative basis. All Claims subject to this Clause must be decided in an individual arbitration or an individual small-claims action. This Clause will be void if a court rules that the TPA can decide a Claim on a class basis and the court’s ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act (“FAA”)	This agreement involves interstate commerce. Thus, the FAA governs this Clause. The TPA must apply substantive law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Clause ineffective?	No	This Clause stays in force even if: (1) this Agreement ends; or (2) the Bank transfers or assigns rights under this Agreement.

ARBITRATION PROCESS

Question	Short Answer	Further Detail
What must a party do before starting a lawsuit or arbitration?	Send a written Claim Notice and work to resolve the Claim	Before starting a lawsuit or arbitration, the Claimant must comply with “Notice and Cure” section of this Agreement.
How does arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Claim within 30 days after notice of the Claim is received, the complaining party may start a lawsuit or arbitration, subject to the terms of this Clause. To start arbitration, the complaining party picks the arbitration company and follows the arbitration company’s rules. If one party starts or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party starts a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.

Question	<u>Short Answer</u>	<u>Further Detail</u>
Will any hearing be held nearby?	Yes	The TPA may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The TPA's decision will be final and binding, except for any FAA appeal right. Any appropriate court may enter judgment upon the arbitrator's award.

ARBITRATION FEES AND AWARDS

Question	<u>Short Answer</u>	<u>Further Detail</u>
Who bears arbitration fees?	Usually, the Bank does.	The Bank will pay all filing, administrative, hearing and TPA fees if you act in good faith, cannot get a waiver of such fees and ask the Bank to pay.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, the Bank will pay your reasonable fees and costs for attorneys, experts and witnesses. The Bank will also pay these amounts if required under applicable law or the arbitration company's rules or if payment is required to enforce this Clause. The TPA shall not limit his or her award of these amounts because your Claim is for a small amount.
Will you ever owe the Bank for arbitration or attorneys' fees?	Only for bad faith	The TPA can require you to pay fees incurred by the Bank if (and only if): (1) the TPA finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Clause invalid.

FACTS**WHAT DOES SOUTHSTATE 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 income;
- Account balances and transaction history;
- Employment information and credit history.

When you are no longer our customer, we continue to share your information as described in this notice.

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 SouthState chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does SouthState 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	NO	WE DON'T SHARE
For our affiliates to market to you	NO	WE DON'T SHARE
For nonaffiliates to market to you	NO	WE DON'T SHARE

Questions?

Call toll-free at 1-800-277-2175 or visit www.southstatebank.com

Who we are

Who is providing this notice?

The SouthState Corporation group of companies are financial services companies that include a bank (SouthState Bank, N.A.) and its subsidiaries, a captive insurance company (SSB Insurance Corp.) and a company that holds a troubled asset for the Bank (R4All, Inc.).

What we do

How does SouthState 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 SouthState 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 credit or debit 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 you.

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

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

- *Our affiliates include a bank (SouthState Bank, N.A.), a factoring company (Corporate Billing, Inc.), a registered investment advisor (South State Advisory, Inc.) and a broker-dealer (Duncan Williams, Inc.)*

Nonaffiliates

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

- *SouthState 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 partners may include other financial service companies.*

Other Important Information

In addition to federal law, you may be protected by specific state or local regulations concerning information sharing and marketing. South State will comply with these regulations, as applicable. For California Residents please refer to our California Consumer Privacy Notice posted on our website.