

These terms are accurate as of March 15, 2020, but may have changed after this date. To find out what may have changed, you should write to us at the following address: Credit Card Services, Attn: Credit Card Services 2500 Woodcrest Place, Birmingham, AL 35209

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

Terms and Conditions: By submitting this application:

- * You are applying for a Visa credit card account (the "Account") to be issued by ServisFirst Bank, which is headquartered in and operating under the laws of Alabama ("we," "us," and "our"). Married applicants may apply separately in their own names.
- * You certify that you are at least 18 years of age (19 if you reside in Alabama and Nebraska), and you are either a U.S. citizen or permanent resident of the United States.
- * You understand that we will rely on the information you provide on and in connection with this application, and you certify that this information is accurate and complete.
- * You authorize us to obtain consumer credit reports and other information about you for purposes of reviewing your application and, if your application is approved, for purposes of reviewing, updating, renewing, and servicing your Account.
- * You also authorize us to verify your employment, income, address and all other information about you with creditors, credit reporting agencies, employers, and other third parties, and through records maintained by government agencies. You waive any rights of confidentiality you may have in this information, to the extent permitted under applicable law.
- * If your application is approved, the Account will be governed by the Credit Card Agreement and Disclosure Statement (the "Agreement"), which is sent with the card(s) for each Account. You agree to read the Agreement carefully before you use or permit anyone else to use the Account. By using the Account or any card, or permitting such use, you agree to be bound by the terms of the Agreement. The Account and the Agreement are governed by Alabama law and federal law. We may change the terms of the Account as provided in the Agreement.
- * You agree we may contact you (1) using an automated telephone dialing system and/or artificial or prerecorded voice message, and (2) at any phone number (including cell phone numbers) you provide to us on this application or otherwise and at any number where we believe we may reach you. We may contact you using these numbers even if you are charged for the call or text message under your phone plan.

ECOA Notice: The Federal Equal Credit Opportunity Act ("ECOA") prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all, or part of the applicant's income is derived from any public assistance program; or because the

applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning ServisFirst Bank is the Bureau of Consumer Financial Protection, 1700 G Street N.W., Washington, DC 20006.

Notice to Cardholders and Authorized Users About Negative Information Furnishing: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Balance Transfers: A "Balance Transfer" is a balance we allow you to transfer to your Account from an account you owe to another financial institution or other creditor. To complete a Balance Transfer, there must be enough credit available in your Account for the Balance Transfer and you must use a written, electronic or telephonic method or device that we approved for this purpose. All Balance Transfers are subject to our approval. We will not process Balance Transfer requests we consider incomplete or illegible. We will not process requests for a Balance Transfer payable directly to you, to us, or to any of our affiliates. We are not liable to you if we do not process part or all of any Balance Transfer you request. If you request several Balance Transfers, we may process the Balance Transfers in any order we choose. We may also limit the amount of Balance Transfers to your Account to an amount that is less than the total credit limit of your Account. If we do not approve the full amount of any Balance Transfer you request, we may process part or none of the Balance Transfer amount you requested. Do not request a Balance Transfer for any amount that is or may be subject to a dispute between you and any other financial institution or creditor. After you request a Balance Transfer, you should still monitor and pay at least the minimum amount due on your other account, until the other institution sends an account statement to you showing that you are no longer required to make any account payment. You are liable to your other creditors for any fees, charges, and amounts due under their credit agreements with you, including any late payment fees and finance charges you may owe if a Balance Transfer or any other payment is not completed in the time and manner required by the other institution. We will not instruct any other creditor to close their account with you after we process a Balance Transfer. If you want to close your account with another creditor after we process a Balance Transfer, you must instruct the other creditor to do so. Balance Transfers are subject to the transaction fee and APR shown in the accompanying "Pricing Information." We will begin charging interest on each Balance Transfer on the date it is added to your Account balance.

Cash Back Rewards program rules:

The Cash Back program (the "Program") applies only to cardholders of the Platinum Cash Back Rewards Credit Card (a "Cardholder"), and does not apply to cardholders of the Platinum Credit Card. Eligible Cardholders can earn an annual cash back rebate on each Anniversary Date based on Net Purchases made with a Cash Back Rewards credit card account (an "Account") issued by ServisFirst Bank ("we," "us" and "our"). The "Anniversary Date" for an Account will be the closing date of the twelfth consecutive billing cycle after an Account is opened and the same date each year thereafter. The Annual Cash Back Rebate or "Rebate" will be one percent (1%) of

the Net Purchases made by an eligible Cardholder during the twelve billing cycles before each Anniversary Date (an "Enrollment Year"). "Net Purchases" means the dollar value of goods or services purchased with an Account, minus any credits, returns or other adjustments as reflected on monthly billing statements. "Net Purchases" does not include any Cash Advance or Balance Transfer transactions, Finance Charges, Fees (including Foreign Transaction Fees) or insurance charges on an Account. Rebates will be automatically posted to Accounts within two months following each Anniversary Date. Eligibility: To be eligible for any Rebate, the Cardholder's Account must be in good standing at all times during the Enrollment Year. An Account will not be in good standing, and the Cardholder will not be eligible for a Rebate, if (a) the Account has been closed to future transactions; (b) the Account is subject to a Penalty Rate; or (c) the Account is otherwise in Default under the Cardholder's agreement with us. Limitations: We reserve the right to determine which Net Purchases qualify for the Rebate. No retroactive Rebates will be awarded. Rebates are not transferable and cannot be used as payment on any account with us. The Program is offered at our sole discretion. We reserve the right to alter or waive any Program feature or benefit, including the amount of the Rebate or the criteria for Net Purchases, and to cancel or temporarily suspend the Program at any time.

State Laws Require the Following Notices:

California Residents: A married applicant may apply for a separate account.

Delaware Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

New York Residents: New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-800-342-3736 or <https://www.dfs.ny.gov>.

New York, Rhode Island and Vermont Residents: A consumer credit report may be requested in connection with this application or in connection with any updates, renewals, or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the consumer reporting agency that furnished the report. You consent to the obtaining of such reports by signing or otherwise submitting a credit application.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Married Wisconsin Residents: If you are married, by submitting your credit card application you are confirming that this credit card obligation is being incurred in the interest of your marriage and your family. No provision of any marital property agreement, unilateral statement under Section 766.59 of the Wisconsin statutes, or court decision under Section 776.70 adversely affects our rights unless you give us a copy of the decree, agreement, statement before we grant you credit or we have actual knowledge of the adverse provision before your account is opened.