

**Important Notice About Changes to the Terms of Your Credit Card Account**  
*Please read this notice carefully and keep it for your records*

Effective September 9, 2012, the terms of the credit card account for your Business will be governed by this Agreement. The interest rates, fees and minimum payment amount that may be charged on the Business' account have not changed. However, Regions Bank has updated the format of the Agreement. The Agreement also has been revised to provide that it will be governed by the laws of the State of Alabama (without regard to its conflict of laws principles) and by any applicable federal laws.

This Visa Business Credit Card and Security Agreement governs the Business' Regions Bank Visa Business Credit Card Account. It should be reviewed carefully and maintained in the Business' records. The Business is solely responsible for the use of the Account, and agrees to inform each Authorized Cardholder of the terms of this Agreement.

This Agreement need not be signed by the Business, but each Authorized Cardholder should sign the Card immediately upon receiving it. By retaining, using, or allowing use of the Account, by permitting others to use the Account, or by signing, accepting or acknowledging a charge slip or any other evidence of credit, the Business accepts and agrees to the terms of this Agreement. The Business may cancel this Agreement before any Authorized Cardholder uses the Account if the Business complies with the "CLOSING THE ACCOUNT" section below and the Bank receives a written cancellation notice from the Business.

**WORDS USED OFTEN IN THIS AGREEMENT**

- **"Access Check"** means a check provided by the Bank to obtain credit on the Account.
- **"Account"** means the credit card account the Bank establishes for the Business under this Agreement.
- **"Agreement"** means this document, the application submitted by the Business, the Account Terms Summary on the accompanying card carrier, each charge slip signed in connection with the Account, and any changes the Bank makes to this document from time to time.
- **"APR"** means the Annual Percentage Rate. The APR corresponds to the Daily Periodic Rate ("DPR") and is calculated by multiplying the DPR by the number of days in the year. Interest charges are calculated by using the DPR.
- **"Authorized Cardholder"** means each of the Business' employees to whom a Card and any Access Check is issued and any other person that the Business or a Card-holding employee allows to use a Card, Access Check or the Account.
- **"Bank"** means Regions Bank, its successors and assigns.
- **"Business"** means each individual and/or entity that applied for or otherwise agreed to be responsible for the Account, including each Guarantor.
- **"Card"** means any credit card issued by the Bank under this Agreement, at the Business' request, to an officer, director, employee or owner of the Business.
- **"Foreign Transaction"** means any transaction made in a foreign currency, and any transaction made in U.S. dollars and processed outside of the United States. Foreign transactions include, for example, online purchases from foreign merchants and Cash Advances obtained from an ATM or financial institution in another country.
- **"Guarantor"** means each person that has guaranteed payment of all amounts due under this Agreement.
- **"Grace Period"** means the period of time during a billing cycle when the Business will not accrue interest on certain transactions or balances.
- **"New Balance"** means the total amount owed as of the end of a billing cycle, as shown on the billing statement.
- **"Promotional Offer"** means limited time introductory or promotional offers on certain Purchases, Balance Transfers, or Cash Advances at APRs that are lower than the Standard APRs for those features ("Promotional Rates") and may be subject to other conditions. Promotional Offers may also include limited time introductory or promotional transaction fees ("Promotional Fees") which may be higher or lower than the standard fees provided in the section titled "Transaction Fees."
- **"Standard APR"** means the APR normally in effect for Purchases, Balance Transfers or Cash Advances.

**OTHER TERMINOLOGY**

Capitalized terms have the meanings provided in the section titled "Words Used Often In This Agreement" or as otherwise provided in this Agreement. If a capitalized term is used in this Agreement but not defined, the term has the meaning as used in the billing statement. The section titles (such as "WORDS OFTEN USED IN THIS AGREEMENT") are used to organize this Agreement. The titles are for reference purposes only.

**AUTHORIZED CARDHOLDERS**

At the Business' request, the Bank may issue Cards and Access Checks to Authorized Cardholders. Unless the Business requests otherwise, each Card and any Access Checks will be sent to the Authorized Cardholder's address. The Business is solely responsible for distributing any Cards and Access Checks sent to the Business and for safeguarding them following receipt. The Business acknowledges that the Cards and Access Checks are for the Authorized Cardholders only. Unless the Business notifies the Bank otherwise in writing, the Business authorizes and directs the Bank to issue renewal or replacement Cards to each Authorized Cardholder on or before the expiration of each Card. The Business acknowledges and agrees that Cards are not assignable or transferable, by operation of law or otherwise.

The Account will include a sub-account for each Authorized Cardholder (a **"Cardholder Account"**). The name of the Authorized Cardholder and Cardholder Account number (the **"Cardholder Account Number"**) will be imprinted on the Card and any Access Checks issued for a Cardholder Account, along with the Business' name. The Business may elect to have each Cardholder Account billed individually to the Authorized Cardholder ("Individual Billing") or to have a combined bill sent to the Business (**"Corporate Billing"**). Under either billing program, the Business is liable for all payments due in connection with the Account and the Cardholder Accounts, according to the terms of this Agreement.

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**PERMISSIBLE PURPOSES FOR USING THE ACCOUNT**

Business Purposes Only: The Account and each Cardholder Account are to be used solely for business purposes (and not for any personal, family or household purpose), and the Business agrees to so advise each Authorized Cardholder. The Business' obligations under this Agreement, however, shall not be affected or limited if any balances are incurred for non-business purposes.

No Illegal Transactions: The Account may not be used to make any illegal transaction. The Business agrees that the Account will be used only for transactions that are legal where they are conducted. For example, Internet gambling transactions may be illegal in some states. Display of a Visa logo by an online merchant does not mean that an Internet transaction is legal anywhere it may be conducted. The Bank may charge the Account for such transactions, and will not be liable for any illegal transaction. The Bank may deny authorization of any transactions identified as Internet gambling. The Business agrees that the Account will not be used 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 the Card in those countries will be blocked.

**CREDIT AND ACTIVITY LIMITS**

The Bank will establish a total credit limit for the Account (the **"Business Credit Limit"**). The Bank may designate that only a portion of the Business Credit Limit is available for Cash Advances. If the Bank makes this designation, any reference in this Agreement to the Business Credit Limit shall be considered a reference to both the total credit limit and any limits on Cash Advances, unless otherwise specified. If the total Cash Advances charged to the Account exceed the designated limit on Cash Advances, the Business will be considered to have exceeded the Business Credit Limit for all purposes of this Agreement. The Business promises to keep the amount of credit outstanding under this Agreement at all times below the applicable Business Credit Limit. Subject to the requirements of applicable law, the Bank at any time may increase or decrease the Business Credit Limit (including the portion available for Cash Advances) to be effective immediately, whether in response to a request by the Business or otherwise. The Bank will notify the Business in writing if such a change occurs. The Business may request an increase in the Business Credit Limit by calling the Bank at 1-800-253-2265. The Bank may honor the request, but it is not required to do so. The Bank may cancel the Credit Available under this Agreement at any time without prior notice to the Business or any Authorized Cardholder and without affecting the Business' obligation to pay all amounts that the Business owes under this Agreement. When a payment is made on the Account or any Cardholder Account, the Bank will apply that payment as of the date that the Bank receives it, but the Bank may delay increasing the Credit available under this Agreement for up to ten (10) days while that payment is processed.

The Bank does not have to honor any Purchase or Cash Advance that would cause the outstanding balance on the Account (including interest and fees) to exceed the applicable Business Credit Limit. If the Bank does so, this Agreement also will apply to any credit the Bank extends in excess of the applicable Business Credit Limit, and the Business agrees to pay this excess amount immediately. If the Bank honors requests for credit over the applicable Business Credit Limit on one or more occasions, it does not mean that the Bank must honor future overlimit requests.

The Business may designate activity limits and the total credit limit for each Authorized Cardholder (the **"Cardholder Credit Limit"**) and may change any Cardholder Credit Limit by providing written notice to the Bank. The Bank may designate that only a portion of each Cardholder Credit Limit is available for Cash Advances. If the Bank makes this designation, any reference in this Agreement to the Cardholder Credit Limit shall be considered a reference to both the total credit limit and any limits on Cash Advances, unless otherwise specified. If the total Cash Advances charged to a Cardholder Account exceed the designated limit on Cash Advances, the Authorized Cardholder will be considered to have exceeded the Cardholder Credit Limit for all purposes of this Agreement.

The initial Cardholder Credit Limit is shown on the Card Carrier. The Business agrees to advise each Authorized Cardholder of the Cardholder Credit Limit and any specific activity limits applicable to that Cardholder Account, including but not limited to restrictions relating to the maximum number of transactions or maximum total dollar amounts permitted for that Cardholder Account during a specified period of time. The Business understands that once an applicable Cardholder Credit Limit or an activity limit is reached with respect to that Cardholder Account, the Bank has no obligation to honor further uses of the Card associated with that Cardholder Account until the Bank has received sufficient payment on the Cardholder Account, the applicable time period has expired, or the Business has advised the Bank of a change to the Cardholder Account restrictions, as provided below in the "MANAGING THE ACCOUNT" section. If the Bank extends credit in excess of an applicable Cardholder Credit Limit, this Agreement also will apply to any excess credit the Bank extends, and the Business agrees to pay this excess amount immediately.

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**USE OF THE ACCOUNT**

The Account may be used for the types of transactions described below, subject to the Business Credit Limit, the applicable Cardholder Credit Limit, and any applicable activity limits placed on specific Cardholder Accounts, all as provided above in the "CREDIT AND ACTIVITY LIMITS" section.

Types of Transactions:

- **"Purchase"** means the use of a Card or the Account to buy or lease goods or services. All Transaction Fees and adjustments associated with Purchases will be treated as Purchases under this Agreement.
- **"Balance Transfer"** means a transfer of funds to another creditor initiated by the Bank at the Business' request. A Balance Transfer does not include a transaction that is otherwise a Cash Advance. All Transaction Fees associated with Balance Transfers will be included in the balance for Cash Advances.
- **"Cash Advance"** means use of a Card or the Account to acquire cash or other advances in any of the following ways:
  - \* From the Bank, another financial institution, a non-financial financial institution, or automated teller machine that accepts the Card;
  - \* By using an Access Check. Payments the Business makes to another creditor using an Access Check are Cash Advances (and not Balance Transfers) under this Agreement;
  - \* By purchasing items that can be traded right away for cash, such as wire transfers, money orders, traveler's checks, lottery tickets or casino chips;
  - \* By placing bets or wagers (if legal) or to make tax or other similar payments;
  - \* By getting an advance deposited to a Regions checking account if the Business is enrolled in an overdraft protection program under a separate agreement with the Bank (an **"Overdraft Advance"**); or
  - \* By making tax or other similar payments.

All Transaction Fees and adjustments associated with Cash Advances will be treated as Cash Advances under this Agreement.

The Business agrees not to use a Balance Transfer or Cash Advance (including an Access Check) to make a payment on the Account or any other account with the Bank or its affiliates. The Bank is not liable for any refusal to honor the Account or any Cardholder Account or for any retention of the Business' Card by the Bank, any other financial institution, or any provider of goods or services.

Use of Access Checks: Each Access Check must:

- Be fully completed and signed by the person whose name is printed on the Access Check;
- Not be for an amount that would cause the Account or the applicable Cardholder Account to go over any of the Business' credit limits;
- Not be used if the Account is in default under this Agreement, if the Bank suspended or closed the Account or the applicable Cardholder Account, or if the Bank told the Business not to use the Account, the applicable Cardholder Account, or Access Checks for any reason; and
- Not be postdated or stale. This means the date of the check cannot be a date which is either (1) later than the date the Bank receives it, (2) more than six months before the date the Bank receives it, or (3) after any expiration date provided for that Access Check.

If the Bank returns an Access Check because it does not meet any of these requirements, the Bank may charge the Returned Check Fee described below in the "Account Fees" section. If the Bank pays the Access Check anyway, the Business still must pay the amount of that Check and any applicable interest or fees. Unless required by applicable law, the Bank does not have to pay any Access Check.

The billing statement will show the amount of each Access Check paid by the Bank. The Bank will not return Access Checks to the Business, but the Business or the Authorized Cardholder who signed an Access Check may ask the Bank for a copy of the paid Access Checks. For each copy provided, the Bank may charge the Cardholder Account the Document Fee described below in the "Account Fees and Charges" section.

The Business or the Authorized Cardholder who signed an Access Check may ask the Bank to stop payment on an Access Check or to cancel a stop payment request by calling the Bank at 1-800-253-2265. When making a request to stop payment or to cancel a stop payment, the Business or the Authorized Cardholder must provide the Bank 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 the Bank places the stop payment. The Bank needs at least two (2) business days advance notice to be able to stop payment. The Bank will not be liable to the Business, the Authorized Cardholder who signed the Access Check or anyone else if the Bank stops (or does not stop) payment or cancels (or does not cancel) a stop payment request on an Access Check. If the Bank is requested to stop payment or to cancel a stop payment request, it may charge the Stop Payment Fee described below in the "Account Fees" section, whether or not it actually stops payment.

**INTEREST CHARGES**

Except for any Promotional Offers, the interest rates on the Account are variable rates. The Bank calculates each APR by adding together an index and a margin. The Business may call the Bank at 1-800-253-2265 to confirm the margins, APRs and DPRs that apply to the Account. This 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.

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**INTEREST CHARGES** *continued from previous page*

The Bank may make Promotional Offers on certain Purchases, Balance Transfers and Cash Advances. The Bank will tell the Business which terms of the Promotional Offer differ from the terms of this Agreement. Except as the Bank tells the Business in a Promotional Offer, the rest of this Agreement will still apply to the Account. When a Promotional Offer ends, its Promotional Rates and/or Promotional Fees will terminate, and any Purchase, Balance Transfer or Cash Advance balance subject to a Promotional Rate will increase to the Standard APR for that category of transactions. Any Promotional Rate that the Business may receive through a Promotional Offer will terminate immediately and increase to the Standard APR if the Minimum Payment Due on the Account or, if the Business selected Individual Billing, on the applicable Cardholder Account, has not been paid in full by the Payment Due Date.

**BALANCES SUBJECT TO INTEREST RATE**

The Bank uses the average daily balance method (including new transactions) to calculate the interest owed on the Account (or, if the Business chooses Individual Billing, each Cardholder Account) for each billing cycle:

- The Bank first figures out the average daily balance for each type of transaction. The types of transactions are Purchases, Cash Advances, Balance Transfers and any transactions 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, the Bank takes 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, the Bank adds:
  - \* 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 the Bank subtracts any payments or credits. This produces the daily balance. If any daily balance is less than zero, it is treated as zero.
- Next, the Bank adds up all the daily balances for that transaction-type during the billing cycle, and then divides this total by the number of days in the billing cycle. This produces 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.***
- The Bank multiplies the average daily balance by the applicable DPR, and then the Bank multiplies 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, the Bank adds together these amounts to determine the total amount of interest owed on the Account (or Cardholder Account) for the billing cycle. If any interest charge is due, the Bank will charge at least the Minimum Interest Charge.

The Bank adds transactions and fees to the daily balance (and they may begin accruing interest) no earlier than:

- For new Purchases – on its transaction date or the first day of the billing cycle, whichever is 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 the bank transmits the Balance Transfer to the Business' other creditor.
- For a Returned Payment – the date that the corresponding payment posted to the Business' Account.
- Fees – either on the date of a related transaction, the date they are posted to the Business' account, or the last day of the billing cycle, whichever the Bank may choose.

**AVOIDING INTEREST/GRACE PERIOD ON PURCHASES**

For each billing cycle, the Payment Due Date is at least 21 days after the end of that billing cycle. The Bank will not charge interest on Purchases if the total New Balance for the Account or, if the Business selected Individual Billing, for the Cardholder Account is paid in full by the Payment Due Date each billing cycle. If the total New Balance is not paid in full by the Payment Due Date, the Bank will start charging interest on each new Purchase on the later of (1) the date the Purchase is made, or (2) the first day of the billing cycle in which the Purchase is added to the Account. The Bank will apply payments to the Purchase balance and other balances as described below in the "Allocation of Payments" section. There is no Grace Period for Balance Transfers or Cash Advances.

**FEES AND CHARGES**

The Business may call the Bank at 1-800-253-2265 to confirm the fees and charges that apply to the Account.

**COLLECTION COSTS**

If the Account is in default, unless prohibited by and subject to any restrictions of applicable law the Bank can require the Business to pay the Bank's collection costs, attorneys' fees, court costs and all other expenses the Bank incurs to enforce its rights under this Agreement. These costs may include reasonable fees to attorneys who are not its paid employees. The Bank will not charge the Business for collection costs if the Business owes the bank \$300 or less.

**PROMISE TO PAY**

Regardless of the billing option the Business selects, the Business agrees to pay the Bank, when due, the total of all Purchases, Balance Transfers and Cash Advances charged to the Account, with interest as provided in this Agreement, subject to applicable law. The Business also agrees to pay the Bank, when due, all fees and other charges provided in this Agreement.

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**MONTHLY STATEMENTS**

Individual Billing: If the Business selected Individual Billing, at the end of each monthly billing cycle in which a Cardholder Account has a closing credit or debit balance of more than \$1 (any amount in Ohio) or for which interest is charged, the Bank shall furnish to the Authorized Cardholder a billing statement reflecting all transactions posted to that Cardholder Account, all fees and charges imposed on that Cardholder Account under this Agreement, and any credits to that Cardholder Account (an **"Individual Statement"**). The Individual Statement also will show the Cardholder Credit Limit and the credit available to that Authorized Cardholder, the Total Minimum Payment Due for that Individual Statement and the Payment Due Date by which the Bank must receive the Total Minimum Payment Due, which will be at least twenty-one (21) days after the statement date. With Individual Billing, the Business will not receive any billing statements, but will receive a Corporate Memo summarizing activity on Cardholder Accounts.

Corporate Billing: If the Business selected Corporate Billing, at the end of each monthly billing cycle in which the Account has a closing credit or debit balance of more than \$1 (any amount in Ohio) or for which interest is charged, the Bank shall furnish to the Business a billing statement reflecting all transactions posted to all Cardholder Accounts, all fees and charges imposed under this Agreement, any credits to the Account, and the Total Minimum Payment Due for the Account (the **"Business Statement"**). Unless the Business instructs otherwise, the Bank also will furnish an **"Individual Memo"** for each Authorized Cardholder on whose Cardholder Account any transactions have been posted during the billing cycle. The Individual Memo for a Cardholder Account will show the Cardholder Credit Limit and credit available to that Authorized Cardholder, but will not reflect any Total Minimum Payment Due.

The Business agrees to review promptly each Business Statement and to instruct each Authorized Cardholder to do so for each Individual Statement or Individual Memo. If the Business or an Authorized Cardholder believes that a Statement is incorrect or needs additional information about a transaction shown on a Statement, the Business agrees to notify the Bank in writing at the address provided below in the "LIABILITY FOR UNAUTHORIZED USE OF THE ACCOUNT" section within sixty (60) days of the date of the Statement on which any disputed charge or error first appeared. If the Business does not notify the Bank within this time period, the Business waives any rights with respect to the disputed amount to the fullest extent permitted by law. The notice must include the following information: both the Business' name and the name of the Authorized Cardholder; the Cardholder Account Number; the dollar amount of any dispute or suspected error; the reference number for any questioned transaction; and a brief description of the dispute or suspected error.

**PAYMENTS ON THE ACCOUNT**

Minimum Payment Due: Each billing cycle, the Business must pay at least the Total Minimum Payment Due by the Payment Due Date shown on the Corporate Statement or, if the Business selected Individual Billing, on each Cardholder Statement. The Business may call the Bank at 1-800-253-2265 to confirm how the Bank calculates the Total Minimum Payment Due on the Account. **The Business may pay the total outstanding balance on the Account or any Cardholder Account at any time without penalty.**

Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect the Business' obligation to make the Total Minimum Payment Due for the next billing cycle. The Bank rounds the payment amount to the nearest penny. If a payment is credited to the Account but is returned unpaid in the later billing cycle, the Bank will recalculate the Total Minimum Payment Due for the billing cycle in which the payment was originally credited. If there is a credit balance on the Account, the Bank will not pay interest on that balance. The Bank reserves the right to reject any payment that, as of the date it is received, exceeds the amount owed on the Account or, if the Business selected Individual Billing, the Cardholder Account. If the Bank accepts any such overpayment, the applicable credit limit will not be increased by the amount of the overpayment. Generally, credits to the Account, such as those generated by merchants, are not treated as payments and will not reduce the Total Minimum Payment Due.

Making Payments: All payments must conform to the requirements provided in this Agreement and each billing statement. The requirements on the billing statement may vary without prior notice. All payments must be made in U.S. dollars, and any check or money order provided as payment must be drawn on a financial institution located in the United States. Except as provided below in the "Payment of Disputed Amounts" section, payments should be mailed, along with the payment coupon from each statement, to the address shown on the payment coupon. If the payments are made by mail, the Business agrees not to send cash. If the Bank allows payment by any other means, including at a branch, an ATM, or online, or if the Bank accepts a payment that does not conform to the requirements of this Agreement or the billing statement, the Bank will credit payment to the Account within a reasonable period of time after the Bank's receipt of the payment. The Bank may delay increasing the available credit on the Account or, if the Business selected Individual Billing, on the applicable Cardholder Account, for up to 10 days after receiving a payment. The Business agrees not to use, and to instruct Authorized Cardholders not to use, Access Checks or postdated or stale checks to make payments on the Account or any Cardholder Account. If the Bank receives a postdated or stale check, it may elect to honor it or return it uncredited to the person who presented it, without regard to the date shown on the check. The Bank is not liable to the Business or any Authorized Cardholder for any loss or expense incurred that may arise out of the action the Bank elects to take.

Payment of Disputed Amounts: If the Business disputes any obligation under this Agreement, including any payment obligation, the Business agrees to mail or deliver all written communications concerning such disputes, including any check or other payment instrument that is marked "payment in full" or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, to the address for disputed payments shown on the back of the billing statement, and not to the general payment address shown on the payment coupon included with the statement. The Business agrees that the Bank may accept, endorse, and collect any payment of a disputed amount that is marked "payment in full" or that is tendered with other conditions or limitations without changing any of the Bank's rights or the Business' obligations under this Agreement (including the Business' obligation to pay in full all amounts owed to the Bank) if the payment is received by the Bank at any location other than the special address provided above in this section. Except as required by law, no payment shall operate as an accord and satisfaction without the prior written approval of one of the Bank's senior officers.

Allocation of Payments: Subject to applicable law, the Bank reserves the right to allocate payments to the Account or any Cardholder Account, as applicable, among interest, fees, Purchases, Balance Transfers, Cash Advances and any other amounts due in any manner it chooses. The Bank may allocate payments to balances subject to a special, reduced rate offer before any other balances due on the Account or any Cardholder Account, as applicable, regardless of the order in which those balances were created.

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**SECURITY INTEREST AND RIGHT OF SETOFF**

The Business grants the Bank a continuing lien and security interest in and upon, as well as a right of setoff against, any and all monies, deposit accounts, securities and other property of the Business now or hereafter held or received by the Bank or any of the Bank's affiliates, whether for safekeeping, pledge, custody, transmission, collection or otherwise, as security for all amounts that the Business may owe to the Bank under this Agreement.

**DEFAULT**

At the Bank's option, the Business will be in default under this Agreement upon the occurrence of any of the following events:

1. The Business fails to pay or cause to be paid the Minimum Payment Due on the Account or, if the Business selected Individual Billing, on each Cardholder Account by the applicable Payment Due Date;
2. The Business or any Authorized Cardholder fails to abide by any other terms of this Agreement;
3. The Business or any Guarantor defaults in the performance of any other obligation to the Bank under any other agreements;
4. The Business or any Guarantor misrepresents any material fact in connection with the Account;
5. The Business or any Guarantor defaults (whether as principal or as Guarantor or other surety) in the payment on any obligation due to the Bank;
6. The Business or any Guarantor makes a payment under this Agreement or any other agreement with the Bank that is not honored by the Business' bank or the Guarantor's bank, as applicable;
7. The Business, without receiving the prior written approval of the Bank: (a) dissolves or otherwise ceases to operate; (b) is a party to a merger or other reorganization; or (c) sells or otherwise transfers all or substantially all of its assets;
8. Any Guarantor or any natural person owning a majority interest in the Business dies, is declared legally incompetent, is imprisoned, or sells a majority of his or its interest in the Business; or
9. The Business or any Guarantor files or has filed against it a petition under a provision of the federal bankruptcy laws, becomes insolvent, or suffers an adverse change in its financial condition which in the Bank's opinion will increase the Bank's risk or render its prospect of payment insecure.

**BANK'S RIGHTS UPON DEFAULT**

If the Business is in default under this Agreement, the Bank, without prior notification or demand, may, subject to applicable law: (1) close the Account or any or all Cardholder Accounts to any additional credit extensions; (2) require immediate payment in full of all amounts owed by the Business under this Agreement, including without limitation, the balances due on any or all Cardholder Accounts and all accrued fees and other charges; and/or (3) apply or set off any and all of the Business' monies, deposit balances (general or specific), securities, and other credit or property held by the Bank against all amounts due from the Business to the Bank under this Agreement. Unless prohibited by applicable law, the Bank can require the Business to pay the costs the Bank incurs in collecting amounts due under this Agreement, as described in the "FEES AND CHARGES" section above. The Bank's delay or failure to exercise any of its rights when the Business is in default does not mean that the Bank cannot exercise those rights upon later or continued default.

**BANK'S RIGHT TO DELAY ENFORCEMENT**

The Bank's failure or delay in exercising any of its rights under this Agreement does not mean that it is unable to exercise those rights later. Subject to applicable law, the Bank reserves the right, at any time and in its sole discretion, to delay imposing or not to impose part or all of any fee or other amount permitted by this Agreement or to delay exercising or not to exercise any of its other rights and, if the Bank does so, it will not waive its right to impose such fee or other amount or to exercise the right in the future. Without limiting the foregoing, and subject to applicable law, the Bank may, at its option (1) accept late or partial payments, (2) agree to extend the due date of any payment due under this Agreement for any length of time, and/or (3) release any Guarantor under this Agreement, all without notifying the Business and without releasing the Business from its obligation to pay in full all amounts due under this Agreement and to perform all of the Business' other obligations under this Agreement. To the full extent allowed by applicable law, the Bank may take other action not described in this Agreement, and by doing so the Bank does not limit and will not lose its rights under this Agreement.

**ACCOUNT REVIEW**

The Bank may reevaluate the financial condition and credit standing of the Business and any Guarantor at any time. The Business agrees to permit and cooperate with any such investigation and also to furnish the Bank promptly upon request accurate and current information concerning the Business' assets and liabilities, including copies of the Business filed income tax returns. Based upon such a review, the Bank in its discretion may close the Account or any or all Cardholder Accounts, or may increase or decrease the Business Credit Limit or any or all Cardholder Credit Limits at any time. The Business authorizes the Bank to collect information about the Business in order to conduct this review and to provide the other service to the Business, including information the Bank receives from the Business, information the Bank receives from third parties such as credit bureaus, and information about the Business' other transactions with the Bank and others. The Business authorizes the Bank to share such information about the Business or the Account with our affiliates and others unless prohibited by law.

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**CHANGES TO THIS AGREEMENT**

The Bank may change this Agreement at any time by modifying or deleting existing terms and adding new terms. These changes may increase or decrease any or all of the APRs, including any Promotional APRs. The Bank may change these terms based on changes to the Business' risk profile, such as changes to its 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. The Bank also may change terms for reasons not related to the Business' credit history, such as overall economic and market trends, product design, and business needs.

Subject to the requirements of applicable law, any changes to this Agreement will become effective at the time stated in the Bank's notice to the Business, and the changed terms of the Agreement will apply to all outstanding unpaid balances the Business owes under this Agreement, as well as new charges. If the Business has the right to reject any change, and if it rejects the change in the manner provided in the Bank's notice of the change, the Bank may terminate the Business' right to receive additional credit under this Agreement and may instruct the Business to return or destroy all Cards, Access Checks and other credit devices as a condition of the rejection. In addition to the Bank's right to change this Agreement, the Bank also may replace the Card with another Card at any time, including a Card that may be used only on a different card network. No change to any term of this Agreement shall be effective unless accepted or authorized by the Bank in writing.

**MANAGING THE ACCOUNT**

The Business shall notify the Bank: (1) within five (5) business days of any change in the address of the Business or any Authorized Cardholder; (2) promptly after the occurrence of any event which constitutes a default under subsections (7), (8) or (9) of the "DEFAULT" section above, and provide a statement of the details of such default and the action that the Business proposes to take with respect to that default; and (3) promptly of the occurrence of any other event, condition, act, or fact that either would constitute a materially adverse change in, or otherwise would involve a substantial risk of a materially adverse effect on the Business' operations, finances, credit, prospects or any other condition.

If the Business at any time wishes either to have a new Card issued or to increase, reduce, or otherwise change any limit or other restriction on the Account or any Cardholder Account, an authorized representative of the Business must notify the Bank in writing of the requested action and the requested effective date of such action. Upon the Bank's implementation of any change to any restriction on the Account or any Cardholder Account, the Business promptly shall notify each affected Authorized Cardholder. Notwithstanding any such notice, the Business shall remain liable for all amounts incurred by the use of the Account and each Cardholder Account.

**CLOSING THE ACCOUNT**

By the Bank: Subject to any restrictions of applicable law, the Bank may delay reissuing any Card, and may suspend or terminate the Business' or any or all Cardholders' right to obtain credit under this Agreement by closing the Account or any or all Cardholder Accounts. The Bank may do this at any time, for any reason and, unless required by law, without notice to the Business or to any Authorized Cardholder and without liability to the Bank.

By the Business: The Business may close the Account or any Cardholder Account by notifying the Bank in writing or by telephone, and destroying all Cards, Access Checks or other credit devices on the Account. The Business obligations under this Agreement continue after the Account and any or all Cardholder Accounts are closed.

When The Account Is Closed

The Business' obligations under this Agreement continue even after the Account or any or all Cardholder Accounts are closed. The Business shall remain liable for all outstanding balances incurred prior to termination, including all outstanding balances for transactions that may be posted to a Cardholder Account after closing, as well as all fees or other charges of any type with respect to the Account. If the Business is not in default at the time of closing, the Business may pay off the balance due on the Account or Cardholder Account according to the terms and conditions of this Agreement. The Business agrees not to make any transaction on the Account and to instruct each Authorized Cardholder not to make any transaction after the Account is closed. The Business agrees to destroy all Cards, Access Checks or other credit devices on the Account upon the Bank's request. The Business must contact anyone authorized to charge transactions to the Account, such as vendors that regularly supply goods or services to the Business. These transactions may continue to be charged to the Account until the Business changes the billing. Also, if Regions believes the Business authorized a transaction or is attempting to use the Account after requesting to close it, Regions may allow the transaction to be charged to the Account.

**TRANSACTIONS IN FOREIGN CURRENCIES**

If the Business or any Authorized Cardholder makes 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. The same conversion process and fee may apply if any Foreign Transaction is reversed or credited back to the Cardholder Account. The amount (in U.S. dollars) of any credit associated with a particular foreign transaction on a Cardholder Account is likely to differ from the original amount (in U.S. dollars) of the Card transaction due to differences in the applicable exchange rates, which may vary daily.

**SALE AND ASSIGNMENT OF THE ACCOUNT**

At any time and without notice to the Business, the Bank may assign the Account, any sums owed on the Account, this Agreement, or the Bank's rights or obligations regarding the Business' Account or this Agreement to any person or entity. The person or entity to which the Bank makes any such assignment will be entitled to all of the rights or obligations that it has assigned. The Business may not assign, delegate or transfer the Account or any of its obligations under this Agreement.

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**WHAT LAW APPLIES**

This Agreement is made in Alabama and the Bank extends credit to the Business from Alabama. This Agreement, and any claims arising from or related to this Agreement or the Account, whether based on contract, tort, statute or otherwise, are governed by the laws of the State of Alabama (without regard to its conflict of laws principles) and by any applicable federal laws.

**THE PROVISIONS OF THIS AGREEMENT ARE SEVERABLE**

**Except as provided otherwise in the ARBITRATION section, if any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.**

**LIABILITY FOR UNAUTHORIZED USE OF THE ACCOUNT**

The Business agrees to notify the Bank immediately if the Business or any Authorized Cardholder knows or suspects that any Card or Access Checks are lost, stolen, or otherwise subject to unauthorized use. The use of a Card or Checks by an Authorized Cardholder at any time, even if the Authorized Cardholder no longer is employed or associated with the Business, shall not constitute unauthorized use, subject to applicable law. The Business may be liable for unauthorized use of any Card and/or Checks, as well as any fraud involving the use of a Card and/or Checks.

If nine or fewer Cards are issued to the Business' employees (any number in Kansas, Minnesota or New Mexico), then: (a) the Business' liability for unauthorized use shall not exceed the lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized use before the Bank is notified of that use; and (b) the Business will not be liable for unauthorized use that occurs after the Business notifies the Bank, either orally or in writing, of the loss, theft or unauthorized use, by writing to: Regions Bank, PO Box 413, Birmingham, Alabama 35201, or calling 1-800-253-2265.

However, except in Kansas, Minnesota or New Mexico, if ten (10) or more Cards are issued to the Business' employees, the Business shall be liable for all unauthorized use. The Business agrees that any liability the Authorized Cardholder separately may have to the Business for the unauthorized use of the Card shall be the lesser of \$50 or the amount obtained by the unauthorized use.

**INDEMNIFICATION**

If ten (10) or more Cards are issued to the Business' employees, the Business shall indemnify and hold harmless the Bank, its affiliates, and their respective directors, officers, employees and agents, from and against any and all losses, claims, damages, expenses, liabilities, judgments, settlements, or other amounts, including reasonable attorneys' fees (collectively, "**Losses**") resulting from, relating to, or arising out of this Agreement; provided however, that the Business shall have no obligation to indemnify the Bank, its affiliates, or their respective directors, officers, employees, or agents against any losses to the extent that such Losses result from, arise out of, or relate to the gross negligence or willful misconduct of the Bank, its affiliates, or their respective directors, officers, employees or agents.

**BENEFITS AND REWARDS**

The Bank may offer the Business and its Authorized Cardholders certain benefits and rewards in connection with the Account and Cardholder Accounts. The Bank may change, add, or delete benefits and rewards at any time and without notice to the Business or any Authorized Cardholder. 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.

**TELEPHONE COMMUNICATIONS**

The Business consents to and authorizes Regions Bank, any of its affiliates, and its marketing associates to monitor and/or record any telephone conversations between the Business or its Authorized Cardholders and the Bank's representatives or agents. By providing a cell phone number directly to the Bank or placing a cell phone call to the Bank, the Business or an Authorized Cardholder consents and agrees to accept collection calls to that cell phone from the Bank or its agents. The Business and each Authorized Cardholder agree that, for any telephone or cell phone calls the Bank places to the Business or any Authorized Cardholder, both consent and agree that those calls may be automatically dialed and/or use recorded messages.

**ARBITRATION AND WAIVER OF JURY TRIAL**

**Except as expressly provided herein, the Bank and the Business agree that either party may elect to resolve by BINDING ARBITRATION any controversy, claim, counterclaim, dispute or disagreement between the Bank and the Business, 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) the Business' Account; (3) any charge or cost incurred pursuant to this Agreement; (4) any transaction involving the Business' Account or this Agreement; (5) the collection of any amounts due under this Agreement or on the Business' Account; (6) any alleged contract or tort arising out of or relating in any way to this Agreement, the Business' Account, any transaction on the Business' Account, any advertisement or solicitation, or any business, interaction or relationship between the Business and the Bank; (7) any breach of any provision of this Agreement; (8) any statements or representations made to the Business with respect to this Agreement, the Business' Account, any transaction on the Business' Account, any advertisement or solicitation, or any business, interaction or relationship between the Business and the Bank; (9) any property loss, damage or personal injury; (10) any claim, demand or request for compensation or damages from or against the Bank; (11) any damages incurred on or about the Bank's 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, the Business' Account, any credit, any charge, any transaction or any business, interaction or relationship between the Business and the Bank, including without limitation any agreement regarding benefits or rewards provided in connection with this Agreement or the Business' Account. If either party elects to arbitrate, the**

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**ARBITRATION AND WAIVER OF JURY TRIAL** *continued from previous page*

**Claim shall be settled by BINDING ARBITRATION under the Federal Arbitration Act (“FAA”).** This agreement to arbitrate shall include any Claim involving the Bank’s current and former officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors, assigns, any third party that assigned any agreements to the Bank 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 the Bank in a single arbitration proceeding. In addition, if the Bank becomes a party in any lawsuit that the Business has with any third party, whether through intervention by the Bank or by motion or pleading made by the Business or any third party, the Bank may elect to have all claims in that lawsuit between the Business 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 (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, except that, in the event that the AAA determines that any provision of this Agreement does not comply with applicable standards stated in the AAA’s Consumer Due Process Protocol, the standards of the Protocol shall control. The Bank will tell the Business how to contact the AAA and how to get a copy of the Arbitration Rules without cost if the Business asks the Bank in writing to do so. Or, the Business may contact the AAA directly at 1-800-778-7879 (toll free) or at [www.adr.org](http://www.adr.org).

The Business shall be responsible for paying the administrative costs and arbitrator’s fees as provided in the AAA’s Commercial Fee Schedule. Except as otherwise provided in this Agreement, the final award by the arbitrator(s) may apportion the administrative fees, expenses and arbitrators’ fees between the Business and the Bank as part of the award, as the arbitrator(s) determines is appropriate.

The fees and costs 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 the Business submits its Claim shall apply. The Arbitration Rules permit the Business to request a deferral or reduction of the administrative fees of arbitration if paying them would cause the Business extreme hardship.

**Each party also has the option of filing an action in small claims court or the Business’ state’s equivalent court, for any Claim or dispute within the scope of the small claims court’s jurisdiction. But if a Claim is transferred, removed or appealed to a different court, the Bank then has 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. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA’s panel of arbitrators by mutual agreement between the Business and the Bank. If the parties cannot agree on the arbitrator(s), the procedure for appointment from the national roster as provided by Commercial Arbitration Rule 11 shall apply, except that the AAA shall not unilaterally appoint the arbitrator(s), unless the Business and the Bank so agree.

**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, the Business 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 the Business’ state of residence or the state of the Business’ statement address with Regions, with due consideration of the Business’ 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.

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 the Business or on the Bank or contains a monetary award in excess of \$250,000, the award shall be reviewable on appeal initiated within 30 days of the award by a panel of three new arbitrators selected to hear the appeal under the procedure for appointment from the national roster as provided by Commercial Arbitration Rule 11, except that the AAA shall not unilaterally appoint the arbitrators for the appeal, unless the Business and the Bank so agree. 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. However, if the award does not impose an injunction on the Business or on the Bank or contains 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.

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**ARBITRATION AND WAIVER OF JURY TRIAL** *continued from previous page*

This agreement to arbitrate does not limit the right of the Business or the Bank, 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 the Business or the Bank, 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 the Business or the Bank. The taking by either the Business or the Bank 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 the Business or the Bank in response to any such action.

The Business and the Bank 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. The Business and the Bank 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 the Bank regularly uses 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, the Business and the Bank 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 the Business or the Bank 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 the Business and the Bank 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 the dissolution of the Business, the closing of the Business' account and the termination of any of the business or transaction(s) between the Business and the Bank, 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, the Business and the Bank voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law.**

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