SUMMARY OF KEY TERMS

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Definitions

Your Card Account Agreement with SunTrust starts and You agree to the terms when (1) You accept and/or sign the Card or (2) You or an Authorized User use(s) the Card or Account, thus obtaining Credit from SunTrust.

• The Card and the Account may be used for authorized business purposes only and may not be used for personal, family, or household purposes. You may use Your Card/Account to make legal Purchases, Cash Advances, Overdraft Advances and Balance Transfers. The Company and the Cardholder are responsible for transactions that You, other Cardholders, and Authorized Users make, whether the transactions are legal or not.
• Each type of transaction has different associated costs and terms; each transaction type and associated costs are grouped together and detailed in Your monthly Statement (Card Account bill) by transaction type. The combined outstanding amount of each transaction type is Your New Balance due on Your Account each month (Billing Period). You must pay all Interest Charges, fees, and Other Charges properly charged to Your Account.

• The Bank will send monthly Statements detailing Account activity and the Company may select either the Individual Billing Method or the Consolidated Billing Method. SunTrust will send monthly Statements for each Billing Period in which the Account has a debit or Credit Balance or transaction activity. You have the option of paying in full the New Balance shown on each Statement or paying in installments that at least equal the amount of the Minimum Payment shown on Your Statement.
• The Minimum Payment will include any amount past due or over Your Credit Limit plus the greater of (1) $50.00, or (2) 2% of the New Balance, plus any past due Minimum Payment and any amount in excess of Your Credit Limit. If the New Balance is less than $50.00, the Minimum Payment will be the New Balance. If You pay more than the Minimum Payment, You still must make the Minimum Payment on subsequent Statements until You have fully paid what You owe. You must pay in U.S. dollars, without restrictive terms, and in accordance with the Standard Payment Instructions.
• If You do not pay at least the Minimum Payment by the Due Date, SunTrust will charge a Late Payment fee, unless Your Account is exempt from Late Payment fees. If You make a Late Payment, You will be in Default and You may be subject to rate increases. If You are in Default for any reason, SunTrust can require that the full Balance on Your Account be immediately paid.
### Interest Charges and Transaction Fees in General:

**Costs on Purchases:**
SunTrust will charge the Interest Charge (unless inapplicable because of the Grace Period) on Your Purchases from the date they are posted to Your Account.

**Costs on Cash Advances/Overdraft Advances:**
SunTrust will charge the Interest Charge on Your Cash Advances from the date they are posted to Your Account.

**Costs on standard (non-Promotional Offer) Balance Transfers:**
When you request a Balance Transfer, (unless inapplicable because of the Grace Period) SunTrust will charge the Interest Charge on Your Balance Transfer from the date it is posted to Your Account.

**Costs on Promotional Offers:**
Unless SunTrust informs you otherwise, SunTrust will charge the Interest Charge on Your Promotional Balances from the date they are posted to Your Account.

**Foreign Currency Transaction Fee on Non-US Transactions:**
SunTrust calculates Interest Charges using the Average Daily Balance (including new transactions) method. SunTrust also uses compounded interest in calculating Interest Charges. Compounded interest means that interest is added to the principal that You owe and interest then applied each successive Billing Period on the outstanding Balance and new charges. You may refer to Your Card Mailer for disclosure of APRs, Minimum Interest Charge, Transaction Fees, and Other Charges.

- **Any Purchase Balance not paid by the Due Date on the Statement will incur an Interest Charge on the following month’s Statement.**
- **The costs for Purchases (DPR Interest Charge, when it applies) consist of the Average Daily Balance on Purchases multiplied by (1) the number of days in the Billing Period and (2) the applicable DPR.**
- **You will have a Grace Period on any new Purchases that are reflected for the first time on Your current Statement if You pay Your New Balance on time each Billing Period. Those new Purchases will not be subject to an Interest Charge during the Billing Period reflected for applicability of the Grace Period.**

The costs for Cash Advances consist of (1) interest computed at the applicable DPR on the Average Daily Balance (for Cash Advances) and (2) Cash Advance transaction fees. The DPR Interest Charge is the Average Daily Balance on Cash Advances multiplied by (1) the number of days in the Billing Period and (2) the applicable DPR. Cash Advances do not have a Grace Period. Overdraft Advances are treated as Cash Advances.

The costs for Balance Transfers consist of (1) interest computed at the applicable DPR on the Average Daily Balance (for Balance Transfers) and (2) Balance Transfer transaction fees. The DPR Interest Charge is the Average Daily Balance on Balance Transfers multiplied by (1) the number of days in the Billing Period and (2) the applicable DPR.

SunTrust may from time to time offer You Promotional Offers with different Interest Charges and transaction fees than the Card Mailer terms. Those different Interest Charges and fees will be disclosed in the Promotional Offer. Unless SunTrust informs You otherwise, Balance Transfers made using a Promotional Offer do not have a Grace Period.

- **All Card transactions processed in a foreign currency will be converted to U.S. dollars under the regulations (which affect rate and actual date of the exchange) of the Card Association before being charged to Your Account.**
- **If Your Account has a foreign currency transaction fee, the amount of the fee will be shown on Your Card Mailer and SunTrust may assess a foreign currency transaction fee for all Card transactions processed in a foreign currency.**
- **Conversion may occur on a date other than the date of the transaction or the date the transaction is posted to Your Statement, which may affect the conversion rate used. If a Credit transaction is processed and has a processing date different than the date it is posted to Your Account, the conversion rate applicable will be the rate in effect on the date of the transaction or the date the transaction is posted to Your Statement.**

### Defined Terms
- **Average Daily Balance:** Your Average Daily Balance on a Billing Period multiplied by (1) the number of days in the Billing Period and (2) the applicable DPR.
- **Conversion may occur on a date other than the date of the transaction or the date the transaction is posted to Your Statement, which may affect the conversion rate used. If a Credit transaction is processed and has a processing date different than the transaction date, the conversion rate applicable will be the rate in effect on the date of the transaction or the date the transaction is posted to Your Statement.**
the original transaction, then the exchange rate of the Credit can be greater/less than that of the original transaction.

Late Payment Fee. If Your Account has a Late Payment fee and SunTrust has not received at least the Minimum Payment by its Due Date as shown on your Statement, SunTrust will add a Late Payment fee to Your Purchase Balance based on the new outstanding Balance as of the Closing Date for the applicable Statement. The amount of the Late Payment fee will be shown on Your Card Mailer and may vary depending on the amount of Your New Balance. Annual Fee. If Your Account has an annual fee, the amount of the fee will be shown on Your Card Mailer; and SunTrust will add the annual fee to Your Purchase Balance.

Returned Payment Fee. If Your Account has a Returned Payment fee, SunTrust will add a Returned Payment fee to Your Purchase Balance if (1) a payment that You make or authorize is returned to SunTrust by the Company; or (2) You engage in an illegal transaction.

Stop Payment Fee. If Your Account has a Stop Payment fee, SunTrust will add a stop payment fee to Your Purchase Balance if You ask SunTrust to stop payment on any Convenience Check drawn on Your Account or on any Balance Transfer request. The amount of the Stop Payment fee will be shown on Your Card Mailer.

Research Fee. If Your Account has a research fee, SunTrust will charge a fee for the cost of locating, copying, and furnishing requested individual sales slips, Statements, or other evidence of charges or credits to the Account upon request. The amount of the research fee will be shown on Your Card Mailer.

Overlimit Fee. If applicable to Your Account because of a Credit Limit, SunTrust will charge an overlimit fee per Billing Period if the approved Credit Limit is exceeded. If Your Account has an Overlimit fee, the amount of the overlimit fee will be shown on Your Card Mailer.

If Your Account has a Minimum Interest Charge and You incur Interest Charges in any Billing Period, a minimum Interest Charge will post to Your Account (such minimum Interest Charge shown as the “Minimum Interest Charge” on Your Statement). The amount of the Minimum Interest Charge will be shown on Your Card Mailer.

SunTrust Business Credit Card Agreement

Each bolded word or phrase is defined in the definitions section at the end of this Agreement. A copy of the Agreement may be found online at https://www.suntrust.com/small-business-banking/business-credit-cards

This Agreement establishes and discloses the terms and conditions that govern the use of the Card Account. SunTrust will issue and deliver the Card to the Company and/or Cardholder(s), as requested by the Company. The Company has the liability for all authorized (and certain unauthorized) charges made through the use of the Card; however, the Cardholder may, for the Company’s convenience, make payments and/or take other actions on behalf of the Company with respect to the Account. The Card may, at the option of the Company, bear the Company’s name, the Cardholder’s name, or both. The accepting, signing, or use of the Card will bind the Company and Cardholder to all of the terms and conditions of this Agreement and any subsequent amendments, additions, or deletions.

Using the Account

You agree that the Card and the Account may be used for authorized business purposes only and may not be used for personal, family, or household purposes. As SunTrust permits by the terms of this Agreement, You may use Your Card/Account to make Purchases, Cash Advances, Overdraft Advances and Balance Transfers. You agree to pay SunTrust for all Credit and charges made on Your Account, plus any annual membership fees, Interest Charges, Other Charges, and other fees and amounts properly charged to Your Account. You agree to use Your Account for only legal transactions. It is not SunTrust’s responsibility to make sure You only use Your Account for legal transactions, and You will remain responsible to pay for any transactions whether legal or not. SunTrust may decline authorization for any Internet gambling transaction. SunTrust will not be liable if You engage in an illegal transaction.
The Card is provided by SunTrust pursuant to a contract with the Company. The Company has authorized issuance of each Card which is to be used only by the Cardholder and only for legitimate business charges as determined by the Company and the Cardholder. No other use of the Card is permitted and any other use is considered improper use. The Company and the Cardholder are responsible for all uses of the Card. If another person is voluntarily given possession of the Card or other access to the Account, You will be liable for all transactions made by that person (Authorized User) to the extent allowed by applicable law. The Company is liable for setting the spending limits for each Cardholder/Authorized User and remains liable for all charges when spending limits are changed mid-cycle. The Company may cancel the Card at any time and delivering written notice to SunTrust. The Bank may suspend or cancel any and all Cards at any time and for any reason whatsoever. Each Cardholder agrees to surrender the Card immediately upon request of the Company or Bank. The Card may not be used after it has expired, after it has been revoked, and/or after the Cardholder’s employment with the Company has terminated.

Costs

Each type of charge will have its own Balance. Each type of Balance may have a separate DPR and corresponding Interest Charges. SunTrust calculates Interest Charges using the Average Daily Balance method (including new transactions) method. Compounded interest means that interest is added to the principal that earns interest then applied each successive standard period method (including new transactions) method.

Interest Charges, Transaction Fees, and Other Charges that apply on Your Account are set forth in the Card Mailer.

Interest Charge for Purchases
Cost: Interest Charge (Average Daily Balance for Purchases x no. days in Billing Period x DPR)

Any Purchase Balance not paid by the Due Date on the Statement will incur an Interest Charge on the following month’s Statement. The cost for Purchases (DPR Interest Charge, when it applies) is the Average Daily Balance on Purchases multiplied by (1) the number of days in the Billing Period and (2) the applicable DPR. You will have a Grace Period on any new Purchases that are not paid by the Due Date on the current Statement if you pay your new Balance on or before the Due Date on the current Billing Period. Those new purchases will not be subject to an Interest Charge during the Billing Period reflected in the current Statement. If you satisfy the conditions for applicability of the Grace Period.

SunTrust will charge the Interest Charge (unless inapplicable because of the Grace Period) to Your Purchases from the Transaction Date on.

The DPR for Purchases may or may not vary each month based on changes in the Index Rate. The Card Mailer discloses whether the Account is subject to a Variable or a Non-variable APR.

Interest Charge and Transaction Fees for Transaction Fees for
Costs: Interest Charge (Average Daily Balance for Cash Advances x no. days in Billing Period x DPR) + Cash Advance Transaction Fees

The costs for Cash Advances consist of (1) interest computed at the applicable DPR on the Average Daily Balance (for Cash Advances) and (2) any applicable Cash Advance transaction fees. The DPR interest charge is the Average Daily Balance on Cash Advances multiplied by (1) the number of days in the Billing Period and (2) the applicable DPR. The DPR for Cash Advances may or may not vary each month based on changes in the Index Rate. The Card Mailer discloses whether the Account is subject to a Variable or a Non-variable APR. Overdraft Advances are treated as Cash Advances. SunTrust will charge the Interest Charge on Your Cash Advance from the date they are posted to Your Account or the Transaction Date for the Convenience Check or Overdraft Advance. Cash Advances do not have a Grace Period.

The Cash Advance transaction fee is an additional Interest Charge imposed every time you use an ATM, the Card, or a Convenience Check to obtain a Cash Advance, use Overdraft Advance, or obtain a cash equivalent. If your Account has a Cash Advance transaction fee, the amount of the fee will be shown on your Card Mailer.

Interest Charge for Balance Transfers
Cost: Interest Charge (Average Daily Balance for Balance Transfers x no. days in Billing Period x DPR) + Balance Transfer transaction fees

The costs for Balance Transfers consist of (1) interest computed at the applicable DPR on the Average Daily Balance (for Balance Transfers) and (2) any applicable Balance Transfer transaction fees. The DPR Interest Charge is the Average Daily Balance on Balance Transfers multiplied by (1) the number of days in the Billing Period and (2) the applicable DPR. Your Card Mailer discloses the Balance Transfers Balance (Non-Promotional Offer) Balance Transfer and, if applicable, a Balance Transfer made subject to a Promotional Offer in effect at that time. SunTrust will add the Balance Transfer fee to the ‘Balance Transfer’ Balance of Your Account, unless SunTrust informs You when you make a Balance Transfer that the Balance Transfer amount and Balance Transfer fee will be added to another category of Balance (e.g., Purchases or Cash Advances).

You will have a Grace Period on any new standard (non-Promotional Offer) Balance Transfers that are reflected for the first time on your current Statement if you pay your New Balance on time each Billing Period. Those new standard Balance Transfers will not be subject to an Interest Charge during the Billing Period reflected in the current

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Statement if You satisfy the conditions for applicability of the Grace Period.
The DPR for Balance Transfers (that are subject to Interest Charges) may or may not vary each month based on changes in the Index Rate. The Card Mailing discloses whether the Account is subject to a Variable or a Non-variable APR.

Interest Charge and Transaction Fees for Promotional Balances
Interest Charge (Average Daily Balance for Transactions) + Promotional Rate DPR + Promotional Offer transaction fees
SunTrust may from time to time offer You a Promotional Rate on certain Purchases or Balance Transfers through Promotional Offers. If You accept a Promotional Offer, the resulting Promotional Balance will be subject to the terms of that specific Promotional Offer and this Agreement. In each Promotional Balance program, any new or different terms of the program not disclosed in the Card Mailing or this Agreement (such as the APR, effective rate and other specific terms) will apply.

The costs for Promotional Offers consist of (1) interest computed at the applicable DPR on the Average Daily Balance (for Promotional Balances) and (2) any applicable Promotional Offer transaction fees. The DPR Interest Charge is the Average Daily Balance on Promotional Balances multiplied by (1) the number of days in the Billing Period and (2) the applicable DPR.

The Promotional Rate will apply to those Promotional Balances until the Promotional Offer Termination Date. A Promotional Balance will not, after the Termination Date, be eligible for another Promotional Rate.

After the Termination Date, Your Promotional Rate will change to Your regular Purchases DPR or Balance Transfer DPR, as applicable, unless disclosed otherwise in the Promotional Offer. If the reason for the Termination Date is a Delinquency Triggering Event, SunTrust will change the DPR that applies to Your new and outstanding Promotional Balances pursuant to the Promotional Rate Termination Date terms.

Unless SunTrust informs You otherwise, Balance Transfers made using a Promotional Offer will have a Grace Period. With each Promotional Balance Transfer using a Promotional Offer, SunTrust will charge the Interest Charge on Your Promotional Balance Transfer from the date it is posted to Your Account.

Minimum Interest Charge
If Your Account has a Minimum Interest Charge and You incur Interest Charges in any Billing Period, a minimum Interest Charge will post to Your Account (such minimum Interest Charge shown as the "Minimum Interest Charge" on Your Statement). The amount of the Minimum Interest Charge will be shown on Your Card Mailing and the Interest Charge incurred in any Billing Period will be no less than the amount disclosed in the Card Mailing. SunTrust may follow the Minimum Interest Charge Among Your various Balances in the manner that SunTrust elects as permitted by applicable law.

Foreign Currency Transaction Fee for Non-U.S. Transactions
All Card transactions processed in a foreign currency will be converted to U.S. dollars under the regulations of the Card Association before being charged to Your Account. (The exchange rate that the Card Association uses to convert currency is a rate the Card Association selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the Card Association itself receives) or the government-mandated rate in effect on the applicable processing date.)

Conversion may occur on a date other than the date of the transaction or the date the transaction is posted to Your Statement, which may affect the conversion rate used. If a Credit transaction is processed and has a processing date different than the original transaction, then the exchange rate of the Credit can be greater/less than that of the original transaction.

If Your Account has a foreign transaction fee, the amount of the fee will be shown on Your Card Mailing and SunTrust will assess a foreign currency transaction fee for all Card transactions processed in a foreign currency. This foreign transaction fee is: (1) a rate selected by the Card Association from the range of rates available in wholesale currency markets for the applicable transaction processing date, which rate may vary from the rate the Card Association itself receives or (2) the government mandated rate in effect for the applicable transaction processing date, increased by up to the amount disclosed on the Card Mailing. If a Credit is subsequently given for a transaction, it will be decreased by up to the amount disclosed on the Card Mailing. The foreign currency fee will be calculated after each transaction has been converted from a foreign currency.

Other Charges

Documentary Stamp Taxes as may be required by state law when the Card is used to obtain a Cash Advance.

Research Fee. SunTrust will provide copies of individual sales slips, Statements, or other evidence of charges or credits to the Account upon request. A research fee is a charge for the cost of locating, copying, and furnishing requested individual sales slips, Statements, or other evidence of charges or credits to the Account. If Your Account has a research fee, the amount of the fee will be shown on Your Card Mailing. Payment may be required prior to furnishing the requested material.

Late Payment Fee. If Your Account is past due, SunTrust will charge a Late Payment fee for any minimum due amount not received at least the minimum Payment by its Due Date as shown on a Statement. SunTrust will add a Late Payment fee to Your Purchase Balance based on the new outstanding Balance as of the Closing Date for the applicable Statement. The amount of the Late Payment fee will be shown on Your Card Mailing, which may vary from the amount of Your New Balance.

Annual Fee. If Your Account has an annual fee, the amount of the fee will be shown on Your Card Mailing, and SunTrust will add the annual fee to Your Purchase Balance. If Your annual fee has been billed on a Statement, You may avoid paying it by closing Your Account within 30 days after mailing of the applicable Statement.
Returned Payment Fee. If Your Account has a Returned Payment fee, SunTrust will charge a Returned Payment fee to Your Purchase Balance if (1) a payment that You make or authorize is returned to SunTrust unpaid (for example, if a check or an electronic funds transfer to SunTrust is returned for insufficient funds or is returned because it is not signed or cannot be processed for any reason); or (2) a Balance Transfer, Cash Advance, or Promotional Balance Convenience Check is dishonored for any reason. This fee may be imposed even if Your payment is later re-presented to and paid by Your other financial institution. The amount of the Returned Payment fee will be shown on Your Card Mailer.

Stop Payment Fee. If Your Account has a Stop Payment fee, SunTrust will add a stop payment fee to Your Purchase Balance if You ask SunTrust to stop payment on any Convenience Check drawn on Your Account or on any Balance Transfer request. The amount of the stop payment fee will be shown on Your Card Mailer.

Overlimit Fee. If applicable to Your Account because of a Credit Limit, SunTrust will charge an overlimit charge per Billing Period if the approved Credit Limit is exceeded. If Your Account has an overlimit fee, the amount of the fee will be shown on Your Card Mailer.

Overdraft Protection

If You elect to link Your SunTrust eligible Business Checking Account, Savings Account or Money Market Savings Account to this SunTrust Business Credit Card for overdraft protection (the “Protected Account”), funds will be transferred from Your Business Credit Card Account (the “Protector Account”) into Your Protected Account when checks, bill pay, or other debit transactions would cause Your Protected Account to be overdrawn if those transactions are paid. Transfers will be made in $100 increments from the Protector Account to Your Protected Account. These transfers shall be considered a “Cash Advance” as that term is defined in the Your Business Credit Card Account Agreement and may be subject to interest rates for Cash Advances. The amount of the transfer will be equal to the total overdraft amount. If the available credit on Your Business Credit Card Account (i.e., Credit Limit or the available Cash Advance limit) is insufficient to cover the entire overdraft, we may make transfers to pay individual debit Items up to the available accessible Credit on Your Business Credit Card Account. For example, if Your deposit account has a Balance of $10.00 and a check or other debit item for $80.00 is presented for payment, which, if paid, would cause Your deposit account to be overdrawn, a transfer of $100 will be made from Your Business Credit Card Account to Your deposit account and an overdraft protection Cash Advance of $100 will post to this Account. We will also charge a transaction fee to Your Protector Account for each transfer that is made, as disclosed in the Business Credit Card Agreement.

Be advised that we reserve the right to not initiate transfers to cover overdrafts and to return the debit item(s) for non-sufficient funds. By way of example only, we ordinarily will not initiate an overdraft transfer or advance funds as a Cash Advance under the following circumstances: (i) if You are in Default under Your Business Credit Card Account Agreement; (ii) if the Cash Advance would cause You to exceed the available Credit for a given transaction; (iii) if Your Credit Card is in a closed or blocked status (e.g., due to fraud); (iv) if You fail to make a Business Credit Card payment by its Due Date; and/or (v) if You exceed any Credit Limit on Your Business Credit Card Account. In these instances, an overdraft or returned item fee for each debited item will be charged to the Protected Account, which is disclosed in the Business Deposit Accounts Fee Schedule.

Overdraft protection is only available for active Business Credit Card Accounts, but be advised that linking a Business deposit account to a Business Credit Card does not automatically activate that Card. Conversely, canceling overdraft protection will not cancel Your Business Credit Card. A Cash Advance transfer to the Protected Account due to overdraft protection will not activate Your Business Credit Card. Canceling overdraft protection will not close Your Business Credit Card. However, closing a Business Credit Card Account will cancel the overdraft protection service.

Payments

For each New Balance of $50.00 or more, either payment in full or at least the Minimum Payment is required. For each New Balance less than $50.00, payment in full is required.

SunTrust will send Your Statement to the address that the Bank has on file for You. You agree to pay all Authorized Charges on the Statement, and You must pay the Minimum Payment as set forth on Your Statement on or before the payment Due Date. You must pay in U.S. dollars, without restrictive terms, and in accordance with the Standard Payment Instructions. Payments made in accordance with the Standard Payment Instructions that SunTrust receives before 5:00 pm ET, Monday through Friday (excluding Bank holidays), will be credited to Your Account as of the date of receipt. Payments initiated with a customer service representative will be subject to the applicable payment cut off times.

Monthly Statements

SunTrust will send monthly Statements for each Billing Period in which the Account has a debit or credit Balance or transaction activity. These monthly Statements will detail Account activity. The Company may select either the Individual Billing Method or the Consolidated Billing Method. You must pay the New Balance as set forth in the Payments section.

Default/Right of Set-Off

Upon Default, You waive all notices and demands and agree to pay all costs and expenses and reasonable attorneys’ fees (including allocated costs for in-house counsel...
and appeals, bankruptcy and insolvency proceedings) for the collection of sums due and owing under this Agreement and for any liability, loss, judgment, or demand which SunTrust may be subjected to or which SunTrust may incur in connection with any claim arising from your use of the Card. YOU AGREE TO GARNISHMENT OF YOUR DISPOSABLE EARNINGS. You authorize SunTrust, without notice or demand, to set-off against any of your accounts with SunTrust and apply the same to any sums due and owing under this Agreement.

**Amendment (Changes) and Assignment**

**IMPORTANT NOTICE:** In accordance with applicable law, SunTrust may unilaterally change the costs of Credit and other terms of this Agreement at any time. This includes modifications, deletions and the addition of new provisions, including non-financial provisions (for example, SunTrust may add provisions relating to SunTrust's enforcement of the resolution of Claims and disputes). SunTrust will send you notice in accordance with the communication method that SunTrust chooses - via email communication, regular mail to the Company at its last known address, posting of updated Agreement terms at https://www.suntrustcom/small-business-banking/business-credit-cards, and/or any other reasonable method of communication that SunTrust chooses - effective 15 days after notice is mailed and will apply to existing Balances and new transactions unless SunTrust provides otherwise in the notice. Use of the Card after the Effective Date constitutes acceptance of the amendment, addition and/or deletion. SunTrust has the right to Assign SunTrust’s rights under this Agreement and any amount You owe to SunTrust. You do not have the right to assign or transfer Your rights under this Agreement.

**Additional Information**

**Access to ATMs**

At Your request, SunTrust will provide You with a PIN after SunTrust issues You a Card. With Your PIN, You will have access to certain ATMs to obtain Cash Advances provided Your Account is maintained in good standing. The amount of each ATM Cash Advance may not exceed $500 and You may receive up to 3 ATM Cash Advances within a 24-hour period. SunTrust may establish separate ATM Cash Advance daily limits and number of daily transactions for Cash Advance withdrawals from time to time. Access to an ATM will be subject to, and You agree to abide by, all applicable federal, state and local laws and regulations, and the terms, conditions, rules and regulations established by SunTrust with respect to such ATMs, as may be amended from time to time. You agree that charges imposed by third parties for use of their ATMs will be added to Your Account as a Cash Advance.

**Liability for Unauthorized Use**

The Company agrees to promptly notify SunTrust of any loss, theft, or Unauthorized Use of the Card or SunTrust’sfee arrangements relating to SunTrust’s products and services. If the Card is lost or stolen, You agree to report it to SunTrust as soon as possible by calling 866.892.4683, writing to SunTrust at its last known address, posting of updated Agreement terms at https://www.suntrust.com/small-business-banking/business-credit-cards, or, upon notice to You, refuse to permit the use of Convenience Checks already issued. You may call SunTrust at 855.574.2423 to place a stop payment on an unpaid Convenience Check. SunTrust will charge the stop payment fee. You must provide SunTrust the date, amount, name of payee, and the number of the Convenience Check. If any information provided is incorrect, SunTrust may be unable to afford SunTrust a reasonable opportunity to act on Your request, SunTrust may not be able to stop payment. Once a Convenience Check has been paid, SunTrust will not be able to reverse the payment. Your stop payment request will remain valid for six months. You may renew Your request before it expires if You want SunTrust to continue honoring it. You agree to hold harmless and indemnify SunTrust from any losses, expenses

**Ownership of the Card**

Your Card and any Convenience Checks or other Credit instrument or device that SunTrust provides to You is SunTrust’s property and must be returned to SunTrust on demand. At SunTrust’s option, You or the Authorized User may destroy Your Card, other Credit instruments or devices and/or Convenience Checks, by cutting them in half and surrendering those items to SunTrust or SunTrust’s agent by mailing them to SunTrust or dropping them off at SunTrust’s office.

**Credit Limits, Authorization, and Convenience Checks**

Unless Your Account type or SunTrust permits You to exceed Your Credit Limit, You agree not to exceed the Credit Limit that SunTrust establishes for You, but If You do, You agree to pay the over Credit Limit amount as part of Your next Minimum Payment. SunTrust may raise or lower Your Credit Limit at SunTrust’s discretion, as permitted by applicable law. SunTrust may establish separate limits that restrict the amount of the Credit Limit available for Cash Advances. SunTrust may decline authorization for any transaction at any time. SunTrust is not liable for declining authorization for any transaction, regardless of SunTrust’s reason. All transactions on Your Account are subject to approval based upon Your Account status, available Credit, credit history and other factors. You may not stop the payment of any Card transaction. SunTrust may reject and return unpaid any Convenience Check that You write for any reason. You must pay SunTrust for any Convenience Check that SunTrust pays, even if SunTrust was permitted to reject and return the Convenience Check, unless the Convenience Check constitutes Unauthorized Use. SunTrust may refuse to issue Convenience Checks and, or, upon notice to You, refer to the use of Convenience Checks. You may call SunTrust at 855.574.2423 to place a stop payment on an unpaid Convenience Check. SunTrust will charge the stop payment fee. You must provide SunTrust the date, amount, name of payee, and the number of the Convenience Check. If any information provided is incorrect, SunTrust may be unable to afford SunTrust a reasonable opportunity to act on Your request, SunTrust may not be able to stop payment. Once a Convenience Check has been paid, SunTrust will not be able to reverse the payment. Your stop payment request will remain valid for six months. You must renew Your request before it expires if You want SunTrust to continue honoring it. You agree to hold harmless and indemnify SunTrust from any losses, expenses
Termination

SunTrust has the right, in SunTrust’s sole discretion, to terminate or suspend Your ability to use the Account at any time and for any reason, without notice. The Account is automatically terminated, without notice, in the event bankruptcy proceedings are instituted by or against You. Termination will have no effect on Your liability for any charges occurring prior to such termination. Without limiting SunTrust’s rights, in the event of a Default, SunTrust has the right to, without notice, terminate Your Account and declare the unpaid portion of the New Balance and any annual membership fees and Other Charges immediately due and payable. The Company may terminate this Agreement at any time for any reason after thirty (30) days prior written notice to SunTrust. You will not try to make any Purchases or try to obtain any Cash Advances or Overdraft Advances on Your Account after Your Credit privileges have been terminated or suspended. However, this Agreement will otherwise remain in full force and effect until You pay all sums due SunTrust.

Applicable Law

Applicable Law. This Agreement is binding upon the permitted assigns and successors of the Company. Except as expressly set forth in the Arbitration Provision of this Agreement, this Agreement and the interpretation and enforcement thereof (including but not limited to the exportation of interest rates) will be governed by Federal law applicable to the Other Services, the laws of the State of Georgia without regard to its conflicts of law provisions and principles. If there is any conflict between any of the terms and conditions of this Agreement and applicable Federal or State law, this Agreement will be considered controlling. You and SunTrust further agree to the extent necessary to comply with the applicable law, You agree that all terms of this Agreement are material to the determination of interest. SunTrust accepts this Agreement in its home state, Georgia.

Jury Trial Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND SUNTRUST HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY ARBITRATION ARISING OUT OF THIS AGREEMENT, RELATING TO THE ACCOUNT, ANY CREDIT TRANSACTION, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND SUNTRUST OR ANY OF SUNTRUST’S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS.

Litigation Class Action Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND SUNTRUST HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY ARBITRATION ARISING OUT OF THIS AGREEMENT, RELATING TO THE ACCOUNT, ANY CREDIT TRANSACTION, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND SUNTRUST OR ANY OF SUNTRUST’S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS.

Telephone Monitoring

As part of SunTrust’s continuing effort to maintain a high quality of service to clients, telephone calls between You and SunTrust personnel may be monitored from time to time. The Company consents to such monitoring and assumes the responsibility for obtaining the consent of each Cardholder and Company’s other employees and agents. All monitoring will remain confidential.

Other Products and Services

SunTrust will, at Your request, arrange for an overnight courier to deliver additional or replacement Cards on an expedited basis. The charge assessed by the overnight courier will be added to Your Account Balance. From time to time, new products and/or features, optional services or enhancements (including, but not limited to, for example, insurance, Card registration, rewards programs, or technology services (like spend visibility tools and other data reporting tools) may be offered on Your Account. SunTrust is not liable for these products, features, services, and enhancements (“Other Services”), whether SunTrust provides these Other Services directly to You or via a third party provider. You agree to hold SunTrust harmless from any Claims, actions, or damages resulting from Your use of any of these Other Services, when permitted by applicable law. SunTrust reserves the right to adjust, add, or delete benefits of these Other Services at any time. You further agree to comply with all terms and conditions of use and limitations/restrictions on use of these Other Services that You use. To the maximum extent permitted by applicable law, SunTrust disclaims all representations and warranties of any kind, whether express or implied, with respect to these Other Services, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. SunTrust makes no guarantees and has no responsibility with respect to (1) these Other Services being uninterrupted or error free, (2) the servers/systems/technology that make the Other Services available being free of viruses, disabling devices or other harmful component, (3) any information or reports that are transmitted over the Internet remaining confidential or being accurate, or (4) any person gaining unauthorized access to these Other Services unless such unauthorized access was the sole result of SunTrust’s gross negligence or willful misconduct.
Exchange of Credit and Other Information: Credit Reports

Information regarding a Cardholder’s use of the Card, reimbursement received from the Company, employment status, and location may be exchanged between the Company and SunTrust. You authorize SunTrust to release information regarding Your Account in order to comply with any subpoena or other proper order from a state or federal agency or court. SunTrust may investigate Your credit record from time to time in connection with Your Account.

Sharing of Information

SunTrust may collect personal consumer information for use in making certain credit decisions. SunTrust may, to the extent and in the manner permitted by applicable law, communicate information about SunTrust’s experiences and transactions with You and/or the Bank’s affiliated card issuers, suppliers of the Bank, and other companies with whom the Bank has an agreement. Information collected may include, among other things, personal information, such as your name, address, telephone number, billing and transaction history, and other information related to Your Card and related accounts. You may not prevent SunTrust from communicating information about Your Card and related accounts to Bank and SunTrust’s suppliers of the Bank, except with the other party’s prior written consent, and Company agrees and hereby consents to Company’s Confidential Information being shared with Bank’s third party service providers and other such permitted parties for purposes of providing services on the Account to Cardholder(s).

Waiver

SunTrust’s failure to exercise, or SunTrust’s delay in exercising, any of SunTrust’s rights under the Agreement for any reason will not mean that SunTrust will be unable to exercise those rights later.

Severability

The invalidity of any provision of the Agreement will not affect the validity of any other provision.

Entire Agreement

This Agreement, as modified from time to time in accordance with applicable law, by any change in terms that SunTrust will deliver to You (in writing or via update to Agreement terms that are published at https://www.suntrust.com/small-business-banking/business-credit-cards), constitutes the entire Agreement between You and SunTrust, and supersedes any prior negotiation or understanding between You and SunTrust concerning the subject matter of this Agreement. Section headings are for convenience only and are to be disregarded when interpreting this Agreement.

New Jersey Residents

All provisions of this Agreement are valid, enforceable and applicable in New Jersey.

Illegal Transaction

Any financial service that SunTrust provides pursuant to this Agreement may be used for any transaction permitted by law in accordance with this Agreement. You agree that illegal use of any financial service will be deemed an action of Default and/or breach of contract and that SunTrust may terminate any such financial service and/or other related services at SunTrust’s discretion. You will remain responsible for paying for a transaction, even if it is not permissible. If any illegal use occurs, You also agree to waive any right to sue SunTrust for such illegal use or any activity directly or indirectly related to it and indemnify and hold SunTrust harmless from any suit or other legal action or liability, directly or indirectly, resulting from such illegal use.

Emergency Card Replacement and Cash Disbursement

You and any Authorized User agree and authorize SunTrust to provide Your personal data to the Card Association, its members, or their respective contractors for the purpose of providing emergency Card replacement and emergency cash disbursement benefits to You on Your Account.

Notices

All notices or other communications required or permitted to be given under this Agreement by the Company to SunTrust will be in writing and delivered to: SunTrust Bank, BankCard Division, P.O. Box 4910, Orlando, Florida 32802-4910.

Arbitration Provision

READ THIS PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT AS SET FORTH BELOW. If You do not reject this arbitration agreement, for a Claim subject to arbitration, neither You nor we will have the right to: (1) have a court or a jury
decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

Claims Subject to Arbitration. A “Claim” subject to arbitration is any claim, dispute or controversy between You and us (other than an Excluded Claim or Proceeding as set forth below), whether present, past, present, or future, which arises out of or relates to: (a) these rules and regulations, any transaction conducted with or in connection with the Account or these rules and regulations, or our relationship.

“Claim” has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third party claims and federal, state, local and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulations, common law and equity and includes claims for money damages and injunctive or declaratory relief. “Claim” also includes disputes concerning communications involving telephones, cell phones, automatic dialing systems, artificial or prerecorded voice messages, text messages, electronic mail, messages, machinere, including but not limited to the Telephone Consumer Protection Act and other statutes or regulations involving telemarketing. Upon the demand of You or us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this arbitration agreement.

Special Definition of “We,” “Us” and “Our.” Solely for purposes of this arbitration agreement, the terms “we,” “us” and “our,” in addition to the meanings set forth in these rules and regulations, also refer to SunTrust’s employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, successors and assigns. “We,” “us” and “our” also apply to third parties if you assert a Claim against such third parties in connection with a Claim you assert against us.

Excluded Claim or Proceeding. Notwithstanding the foregoing, “Claim” does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration agreement or any part thereof (including, without limitation, the Class Action Waiver set forth below), this sentence, and/or the last sentence of the Class Action Waiver, arbitrability provisions, any lawsuit or legal proceeding before a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the rules and regulations as a whole is for the arbitrator, not a court, to decide. In addition, the following claims or proceedings will not be subject to this arbitration agreement: (1) any individual action brought by a consumer claims court or where the equivalent forum for the proposed arbitration is transferred, removed, or appealed to a different court; (2) the exercising of any self-help rights, including set-off as described in the paragraph below titled “Right of Offsetting and Security Interest,” or (3) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not include any demand for damages or for an injunction or other relief. Any dispute or maintenance of any such right, action or litigation shall not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this arbitration agreement. Moreover, this arbitration agreement does not apply to any Claim if you file in court that is pending as of the effective date of this arbitration agreement in which You are alleged to be a member of the putative class (however, You and we will continue to be bound by any prior version of this arbitration agreement), or (b) a motion to compel arbitration filed by us against You before the effective date of this arbitration agreement pursuant to this arbitration agreement (however, You and we will continue to be bound by any prior version of this arbitration agreement).

Federal Arbitration Act. Notwithstanding any choice of law or other provision in these rules and regulations, the parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state governing your account relationship with us shall apply.

Arbitration Class Action Waiver. Notwithstanding any other provision of these rules and regulations, if either You or we elect to arbitrate a Claim, neither You nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. Notwithstanding the foregoing, you have authority to file a lawsuit or administrative proceeding before a court or administrative body for a court and not an arbitrator to decide. However, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including you. This means that we will not have the right to compel arbitration of any claims brought by such an agency).

Arbitration Procedures. If you or we elect to arbitrate a Claim, the electing party must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, your notice must be sent to SunTrust Bank Legal Department, Attn: General Counsel - Arbitration Election, Mail Code 0643, 303 Peachtree Street, N.E., 9th Floor, Atlanta, Georgia 30308, and our notice must be sent to the most recent address for You in our files. Any arbitration hearing that you attend must take place in a venue reasonably convenient to you. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be treated as the proposal of the party proposing arbitration for purposes of the Class Action Waiver. Such arbitration proceedings will be conducted with an arbitration administrator in accordance with this arbitration agreement and the administrator’s rules and procedures. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that
litigation shall constitute a waiver of any rights under this arbitration agreement. The arbitration will be administered by JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1-800-352-5267. The rules and forms of JAMS may be obtained by writing to JAMS at the address above or visiting their website. If you are unable or unwilling to serve as administrator, the parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all parties, if it or any affiliate has an actual or perceived conflict of interest. The arbitration agreement will proceed in accordance with this arbitration agreement and the administrator’s rules and procedures in effect at the time of commencement of the arbitration and including any expedited procedures but in the event of a conflict, the provisions of this arbitration agreement shall control. A single arbitrator shall be appointed by the administrator and, unless You and us agree otherwise, must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator shall not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration provisions or proceedings. The arbitrator will honor and enforce statutes of limitations and other claims or defenses in the form of the applicable arbitration agreement that are applicable to such liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with these rules and regulations and the FAA, that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief that the arbitrator determines that may be awarded under applicable law. If You prevail on any Claim, the arbitrator will: (a) award You interest in excess of seven percent (7%) for the period between the parties to this agreement.

**Effect of Arbitration Award.** The arbitrator’s award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds $150,000 or involves a request for injunctive or declaratory relief that is not monetary or involves a genuine dispute as to whether the relief is appropriate or whether it is to be awarded, either party can cause the award to be set aside. If the arbitrator’s award involves less than $75,000, then You agree to pay all filing, hearing and/or other fees charged by the administrator and arbitrator to You for Claim(s) asserted by You in arbitration after You have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at SunTrust Bank Legal Department, Attn: General Counsel, 1020 Peachtree Street, N.E., 9th Floor, Atlanta, Georgia 30308. This is the sole and only method by which You can submit a Claim Notice. If (i) You submit a Claim Notice in accordance with this Paragraph or (ii) You cooperate with us by promptly

Prior to initiating a Claim, You may give us a written Claim Notice describing the basis of Your Claim and the amount You would accept in resolution of the Claim, and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at SunTrust Bank Legal Department, Attn: General Counsel- Claim Notice, Mail Code 0643, 303 Peachtree Street, N.E., 9th Floor, Atlanta, Georgia 30308. This is the sole and only method by which You can submit a Claim Notice. If (i) You submit a Claim Notice in accordance with this Paragraph on Your own behalf (and not on behalf of any other party); (ii) You cooperate with us by promptly

The arbitrator’s award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds $150,000 or involves a request for injunctive or declaratory relief that is not monetary or involves a genuine dispute as to whether the relief is appropriate or whether it is to be awarded, either party can cause the award to be set aside. If the arbitrator’s award involves less than $75,000, then You agree to pay all filing, hearing and/or other fees charged by the administrator and arbitrator to You for Claim(s) asserted by You in arbitration after You have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at SunTrust Bank Legal Department, Attn: General Counsel, 1020 Peachtree Street, N.E., 9th Floor, Atlanta, Georgia 30308. This is the sole and only method by which You can submit a Claim Notice. If (i) You submit a Claim Notice in accordance with this Paragraph or (ii) You cooperate with us by promptly
providing the information we reasonably request; (iii) we refuse to provide You with the relief You request; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that You were entitled to such relief (or greater relief) that was not provided to or awarded by SunTrust of at least $7,500 not including any arbitration fees and attorneys’ fees and costs to which You will also be entitled. We encourage You to address all Claims You have in a single Claim Notice and/or a single arbitration. Accordingly, this $7,500 minimum award is a single award that applies to all Claims You have in a single Claim Notice and/or a single arbitration and multiple awards of $7,500 are not contemplated.

Right to Reject Arbitration Agreement. You may reject this arbitration agreement and therefore not be subject to being required to resolve any claim, dispute or controversy by arbitration. To reject this arbitration agreement, You and only You personally, must send us written notice of Your decision so that we receive it at the address listed below within forty-five (45) days of the opening of Your Account. Such notice must include a statement that You wish to reject the arbitration agreement section of these rules and regulations along with Your name, address, Account number, Your signature and must be mailed to the SunTrust Bank Legal Department, Attn: Arbitration Administrator, P.O. Box 4418, Mail Code 0643, Atlanta, GA 30302-4418. This is the sole and only method by which You can reject this arbitration agreement and any attempt to reject this arbitration agreement by any other person or through any other method or form of notice, including the filing of a lawsuit, will be ineffective. You agree that Your rejection of this arbitration agreement shall not be imputed to any other person or entity or be deemed to be a rejection of this arbitration agreement by any person or entity other than You. Nor shall Your rejection of this arbitration agreement eliminate the obligation of other persons or entities who wish to reject this arbitration agreement to personally comply with the notice and time requirements of this paragraph. Rejection of this arbitration agreement will not affect any remaining terms of these rules and regulations and will not result in any adverse consequence to You or Your Account. You agree that our business records will be final and conclusive with respect to whether You rejected this arbitration agreement in a timely and proper fashion. This arbitration agreement provision will apply to You and us and to Your Account unless You reject it by providing proper and timely notice as stated herein.

Definitions

Account - Your SunTrust Business Credit Card Account.

Administrator - The agency or individual who will consider and resolve a Claim between You and SunTrust in accordance with the Arbitration Provision of this Agreement, which is JAMS – 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 800.352.5627; or if JAMS is unable or unwilling to serve as Administrator, You and SunTrust may agree upon another administrator or, if You and SunTrust are unable to agree, a court shall determine the Administrator. No company may serve as Administrator, without SunTrust’s and Your consent, if such company adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this Arbitration Provision. The arbitration will proceed in accordance with this Arbitration Provision and the Administrator’s rules and procedures including any expedited procedures but in the event of a conflict, the provisions of this Arbitration Provision shall control. The rules and procedures that JAMS may be obtained by writing to JAMS at the address listed above or visiting its website.

Agreement - Your Card Account Agreement with SunTrust for the Account, which contract is made up of these terms and conditions, Your application or response to SunTrust’s solicitation, and the documents that accompany delivery of Your Card (Card Mailer).

APR (Annual Percentage Rate) - The cost of Your Credit as a yearly rate. Different APRs may apply to different Balances on Your Account, such as Your Balance on Purchases or Your Balance on Cash Advances. SunTrust uses the applicable APR to calculate the Interest Charge that You owe on the Account. The Card Mailer discloses applicable APRs and whether the Account is subject to a Variable or Non-Variable APR.

Non-Variable APR – The DPR subject to the Non-Variable Rate will be based on an APR that does not vary with changes to the Index Rate. The Card Mailer discloses the APR for the Non-Variable Rate as of the date Your Account was opened.

Variable APR – The Variable APR will be based on the Index Rate plus a Margin. The Card Mailer discloses the APR for the Variable Rate. An increase in the Index Rate may result in a higher Minimum Payment.

Assign - SunTrust Assigns Your Account and this Agreement if SunTrust sells or transfers to another party any or all of SunTrust’s rights or obligations under this Agreement, including any amount that You owe SunTrust on the Account. If SunTrust Assigns Your Account, the party who receives the assignment will have SunTrust’s rights under this Agreement, subject to the extent of the assignment.

ATM - Automated teller machine.

Authorized Charges - Any Purchases, Balance Transfers, Cash Advances, and Overdraft Advances that You or any Authorized User makes on the Account and any fees and Other Charges owing on the Account.

Authorized User - Any person You authorize to use the Card.

Average Daily Balance - To get the Average Daily Balance, SunTrust adds the outstanding Balance (including new transactions and deducting payments and credits) for each day in the Billing Period and then divides the total by the number of days in the Billing Period.

Balance - Every charge on the Account, including transactions that You make and fees that SunTrust assesses, falls into a specific Balance, such as the Balance on Purchases and Cash Advances. Fees that are based on a specific transaction are assigned to the same Balance as the transaction. For example, an APR on a Purchase is assigned to the Balance on Purchases. Fees that are not specific to a given transaction (the Card (like a Returned Payment) are assigned to the Balance on Purchases.

Balance Transfer - Credit SunTrust extends, when SunTrust permits, resulting from a Balance Transfer that You request by any means (including telephone, Convenience Check, or Balance Transfer request form that SunTrust provides). SunTrust’s policy is not
to allow You to transfer any Balance You owe (1) from any other account with SunTrust or SunTrust’s respective affiliates or (2) from a personal, family or household account with another financial institution. SunTrust may permit You to Transfer Balances from other credit card companies or financial institutions to Your Account up to the amount of Your Credit Limit for Balance Transfers. If You request an amount that SunTrust does not approve, SunTrust may process a partial Balance Transfer for less than the amount that You requested or SunTrust may decline the entire request. SunTrust is not liable if SunTrust processes a partial Balance Transfer or if SunTrust does not process a requested Balance Transfer requests that are incomplete or illegible will not be approved. SunTrust reserves the right to make Balance Transfers in the order SunTrust selects. In order to preserve Your dispute rights, You should not transfer Balances from other credit card companies or financial institutions if those Balances are in dispute. You should allow up to 8 weeks for Balance Transfers to be completed. You should continue to monitor the other accounts and continue to pay the Minimum Payment due on those accounts until You receive Statements from those creditors showing that the Balances have been paid in full. This confirmation may not happen until after the transactions appear on the Statement SunTrust sends You. You are solely responsible for any Late Payments, ongoing finance charges and disputed amounts on Your other accounts. If You close following a Balance Transfer, You are responsible for doing so.

Billing Period - The time interval between the dates of Your regular billing Statements. Your first Billing Period may be less than one month.

Card - Your SunTrust Business Credit Card.

Card Association - The applicable credit Card Association through which Your Card Account is sponsored (e.g., MasterCard or Visa U.S.A.).

Cardholder - An individual who possesses a Card on the Account.

Card Mailer - The mail that delivers Your Card and includes Your Agreement and other terms associated with Your Card Account when SunTrust sends Your Card to You.

Cash Advance - Credit SunTrust extends to You, when SunTrust permits, in the form of a loan from the Account. A Cash Advance occurs when You: (1) obtain cash from an ATM (automated teller machine), (2) obtain cash from any other source, including, for example, a Convenience Check (except Convenience Checks that SunTrust offers to You as part of a Promotional Offer, if SunTrust discloses that the Convenience Checks are treated as a different transaction type), (3) make a wire transfer, (4) buy foreign currency, (5) buy traveler’s checks, (6) buy money orders, or (7) obtain an Overdraft Advance. Cash Advances are different from most financial transactions. You will not receive any Cash Advance (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of or relates to the Credit, the Account, this Agreement or any transaction conducted with SunTrust in connection with the Credit, the Account, or this Agreement. “Claim” has the broadest possible meaning and includes initial Claims, counterClaims, cross-Claims, third-party Claims, and federal/state/local/administrative Claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law, and equity, and includes Claims for money damages and injunctive or declaratory relief.

Closing Date - The last day of a Billing Period.

Company - Your commercial business, organization, or other entity that applied to SunTrust for a Card Account in whose name SunTrust has opened Your Card Account.

Confidential Business Information - Means all non-public information regarding the parties and Personally Identifiable Information and will include all Trade Secrets and Confidential Business Information of the Bank and any third party information that the Bank or Company is obligated to hold in confidence, including, but not limited to, Trade Secrets and Confidential Business Information that the Bank or Company has received in confidence in the ordinary course of business. Confidential Information does not include information that (1) is or becomes generally known to the public not as a result of a disclosure by either party, (2) is rightfully in the possession of the receiving party prior to disclosure by the disclosing party without the obligation of confidentiality, (3) is received by the receiving party in good faith and without restriction from a third party, not under a confidentiality obligation to the disclosing party and having the right to make such disclosure, (4) is independently developed by the receiving party without use of or access to the disclosing party’s Confidential Information, or (5) is disclosed with the prior written approval of the disclosing party.

Consolidated Monthly Billing - All of the Company’s Accounts are treated as one Account and the Company receives a single monthly Statement consolidating all of its transactions.

Convenience Check - A check that the Bank provides to You (1) as part of a Promotional Offer, which You may use to make a Purchase or a Balance Transfer or to obtain cash on a Personal Line of Credit (which is not extended from Your standard APRs and fees detailed in Your Card Mailer), (2) not as part of a Promotional Offer, which You may use to make a Purchase or a Balance Transfer or to obtain a Cash Advance, or (3) on demand (at Your request), which You may use to make a Purchase or Balance Transfer or to obtain a Cash Advance. The Cash Advance APR and fees detailed in Your Card Mailer will apply to convenience checks that are On Demand Checks or Checks not part of a Promotional Offer.

Covered Provider - Means any third party that provides any product or service in connection with the Credit if (and only if) You assert a Claim against such third party in connection with a Claim You assert against SunTrust.

Credit Limit - Your Credit Limit will appear on each monthly Statement.

For Accounts with Spending Limits: The maximum amount of Credit that SunTrust establishes from time to time and makes available to You on the Account.

For Accounts with no Pre-Set Spending Limits: No pre-set spending limit does not mean the credit extension(s) You receive under this Agreement.
mean unlimited spending. Your Account will be assigned a revolving Credit Limit. For Cash Advances, You may only spend up to Your assigned Advance Credit Limit. For Purchases, You may be authorized to exceed Your assigned Credit Limit. Each transaction is authorized by SunTrust and is subject to a process that factors such as: (1) credit record; (2) absence or presence of suspected fraud; and (4) performance and delinquency patterns. If You attempt to make a Purchase transaction that exceeds Your Credit Limit, Your Account will be evaluated based upon the length of time Your Account has been open and Account usage, performance and delinquency patterns with SunTrust or with Your other creditors, and Your ability to pay. In certain circumstances, SunTrust may ask for additional financial records to authorize a transaction. If You are authorized to exceed Your Credit Limit, You will be required to pay, as part of Your Minimum Payment, the amount by which Your New Balance exceeds Your Credit Limit. SunTrust encourages You to provide us with notice of any forthcoming unusual activity, such as, high transaction amounts, high velocity, or changes in geographic patterns.

Default - SunTrust may require immediate payment of Your entire Account Balance and You will be in Default if (1) You fail to make any required payment on or before the Due Date; (2) if You fail to make any required payment on or before the Due Date and You have not cured the Default within 30 days of the Due Date, or (3) You violate any other terms of this Agreement or other credit account or loan (including mortgage loan) agreement that You have with SunTrust, (4) the total amount You owe exceeds Your Credit Limit, (5) A payment You make is rejected or cannot be processed, (6) attachment or garnishment or bankruptcy insolvency proceedings are initiated against You, or (7) You or an Authorized User continues to use an Account or Card that has been closed, or (10) the Company is sold, merged, or the majority ownership of the Company has transferred to any person and/or entity that did not have such majority ownership at the time the Account was established.

Delinquency Triggering Event - A Delinquency Triggering Event occurs if You fail to make a Minimum Payment by the applicable payment Due Date. If You fail to make one payment on or before the Due Date, the DPR will be decreasing. If You pay subsequent to the DPR (as applicable) APR or DPR and (b) after You fail to make 2 consecutive Minimum Payments by their Due Dates the Default APR or DPR. DPR (Daily Periodic Rate) - The daily periodic rate is calculated from the applicable APR. The DPR is equal to the applicable APR divided by 365 (or 366 in a leap year). SunTrust may use DPR to calculate the Interest Charge as described in this Agreement. Interest Charges resulting from the application of DPRs will accrue daily and be calculated on the Average Daily Balances (including new transactions) for each Account feature (Purchases, Cash Advances, and Promotional Balances). Due Date - This is the date by which SunTrust must receive Your payment in order for it to be timely. Each Due Date will be stated on Your Statement. Each Due Date you must receive Your payment on or before the Due Date and by the time stated on Your Statement. If no time is stated on Your Statement, Your payment is timely if SunTrust receives it before 5:00 pm Eastern Time on the Due Date. If the Due Date falls on a weekend day or a Bank holiday, You must make Your payment on the preceding business day.

Excluded Claim or Proceeding - Means any of the following Claims or proceedings, which, notwithstanding the foregoing, will not be subject to the Arbitration Provision: (1) any dispute or controversy about the validity, enforceability, coverage or scope of the Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver in the Arbitration Section and this sentence); all such disputes or controversies are for a court and not an arbitrator to decide; (2) any individual action brought by You or SunTrust in small claims court or Your state’s equivalent court, unless such action is transferred to or appealed to a different court; (3) the exercising of any self-help or non-judicial remedy, including, for instance, set off rights; (4) any action to the extent that it seeks provisional or ancillary remedies in connection with the foregoing; and (5) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation will not constitute a waiver of the right of either You or SunTrust to compel arbitration regarding any other dispute subject to arbitration pursuant to the Arbitration Provision. Moreover, the Arbitration Provision will not apply to any Claims that are the subject of a class action or are part of a class action unless (a) the party bringing the class action is subject to a Class Action Waiver in the Arbitration Section and this sentence; (b) all such disputes or controversies are for a court and not an arbitrator to decide; (2) any individual action brought by You or SunTrust in small claims court or Your state’s equivalent court, unless such action is transferred to or appealed to a different court; (3) the exercising of any self-help or non-judicial remedy, including, for instance, set off rights; (4) any action to the extent that it seeks provisional or ancillary remedies in connection with the foregoing; and (5) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation will not constitute a waiver of the right of either You or SunTrust to compel arbitration regarding any other dispute subject to arbitration pursuant to the Arbitration Provision.

Grace Period - The time period during which You may avoid paying interest on certain transactions. The Grace Period is stated in the Card Mailer. This Agreement defines the kinds of transactions that are subject to a Grace Period (See Interest Charges and Transaction Fees Section). If a particular transaction is subject to a Grace Period, Your Account starts in a Grace Period for that transaction. The Grace Period will continue if You pay Your New Balance on time each Billing Period. You will lose the Grace Period if You do not pay Your New Balance in a given Billing Period. To regain Your Grace Period after You lose it, You must pay Your New Balance on time for 6 consecutive Billing Periods. If You lose Your Grace Period due to any other transactions to which the Grace Period previously applied, You will owe interest on any unpaid Balance. Interest on those transactions will begin to accrue from the end of the Billing Period for which You failed to pay Your New Balance. For any such transactions that You make after You lose Your Grace Period, You will be required to pay interest from the Transaction Date until the time that You regain the Grace Period for transactions of this type.
The rate used for making variable rate adjustments to Your APR. The Index Rate is the Prime Rate as quoted in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the 28th day of the current or prior month. If The Wall Street Journal (Eastern Edition) is not published or the Prime Rate is not given on any of these dates, then the Index Rate will be determined by using the immediately preceding published Prime Rate for such date. If the Prime Rate is no longer available, SunTrust will choose a new index rate for new Credit that is required by applicable law. Index Rate changes will be effective on Your Billing Period that commences on or after the first day of the next succeeding month after the Index Rate is published. (For example, if a new Index Rate is published on June 28th, the new APR would be effective as of the first day of the Billing Period that commences July 1 or after). An Index Rate increase will increase the applicable APR, which may increase Your Minimum Payment.

Individual Billing Method - Each Cardholder’s Account is treated as an individual Account and the Cardholder receives monthly Statements detailing such Cardholder’s Card transactions.

Rate - The cost of Your Credit on the Account as a dollar amount that SunTrust derives by applying Your APR to the Average Daily Balance.

Interest Charge - The cost of Your Credit on the Account as a dollar amount that SunTrust derives by applying Your APR to the Average Daily Balance.

Returned Payment - A payment that Your financial institution does not honor. If Your financial institution subsequently honors it, SunTrust may still assess a Returned Payment fee because Your financial institution originally returned the payment as unpaid. If Your financial institution returns a payment more than once, SunTrust will not honor a new Returned Payment if Your financial institution is required to by applicable law. Index Rate changes will be effective on Your Billing Period that commences on or after the first day of the next succeeding month after the Index Rate is published. (For example, if a new Index Rate is published on June 28th, the new APR would be effective as of the first day of the Billing Period that commences July 1 or after). An Index Rate increase will increase the applicable APR, which may increase Your Minimum Payment.

Joining Protection - Protection Account – The entire Balance of Purchases and Cash Advances outstanding on Your Account on the Closing Date, plus all accrued fees and Other Charges as of such date.

Other Charges - Charges to Your Account as described in the Other Charges Section.

Overdraft Protection - A payment that You make that Your financial institution does not honor. If Your financial institution subsequently honors it, SunTrust may still assess a Returned Payment fee because Your financial institution originally returned the payment as unpaid. If Your financial institution returns a payment more than once, SunTrust will not charge more than one Returned Payment fee. If You make a new payment to SunTrust, it may increase Your Minimum Payment.

Late Payment - A payment that You make that SunTrust does not receive before the Due Date.

Margin - The rate added to the Index Rate to determine Your APR.

Minimum Payment - The Minimum Payment due on Your Account as shown on Your Statement. The Minimum Payment equals the greater of (1) $50.00 or (2) 2% of the New Balance, plus any past due Minimum Payment and any amount in excess of Your Credit Limit.

New Balance - The entire Balance of Purchases and Cash Advances outstanding on Your Account on the Closing Date, plus all accrued fees and Other Charges as of such date.

Overdraft Charge - A payment that You make that Your financial institution does not honor. If Your financial institution subsequently honors it, SunTrust may still assess a Returned Payment fee because Your financial institution originally returned the payment as unpaid. If Your financial institution returns a payment more than once, SunTrust will not charge more than one Returned Payment fee. If You make a new payment to SunTrust, it may increase Your Minimum Payment.

Promotional Rate - The DPR applied to Promotional Balances.

Promotional Offer - An offer that SunTrust may extend to You in the form of a loan from the Bank by virtue of the Bank’s provision of the services requested by the Company under the Agreement including Cardholder names, addresses, telephone numbers, email addresses, Card information, Card numbers, Credit Limits, Account information and other personally identifying information.

PIN - Personal identification number that we will issue at Your request to give You access to ATMs and obtain Cash Advances while Your Account remains in good standing.

Purchases - Credit SunTrust extends to You when You or an Authorized User use(s) the Card or Account to purchase goods, labor, insurance, or services through sellers and lessors that honor Your Card or Account for the purpose of completing a Purchase.

Promotional Balance - Credit SunTrust extends for an introductory and other promotional periods of time, for any reason.

Rate - The APR, which may increase Your Minimum Payment.

SunTrust - A payment that You make that SunTrust does not receive before the Due Date. Your use of a Promotional Offer may increase Your Minimum Payment.

SunTrust will consider reversal of these Other Charges fees on open Accounts in good standing if circumstances warrant such consideration, such as Claims of Bank errors and other mitigating factors.
however, and Your financial institution does not honor it, SunTrust will assess an additional Returned Payment fee.

Standard Payment Instructions - These instructions require You to pay Your Card Account bill as follows. Pay (1) in U.S. dollars, (2) not in cash, unless You pay at one of SunTrust’s branches, (3) from a U.S. deposit account or cashier’s check drawn on a U.S. financial institution, (4) without restrictive language (e.g., “payment in full”) included or attached to the payment, and (5) not from a credit account that SunTrust provides You, such as a Convenience Check drawn on this Account. If You make payment in a paper form (like a check, money order, or cashier’s check), You must include the payment coupon from Your Statement or write Your Card Account number on the payment. If SunTrust decides in the Bank’s discretion to accept a form of payment that does not meet these Standard Payment Instructions, SunTrust does not waive the Bank’s right to continue to require payments that comply with these instructions. If SunTrust decides to accept a payment that You make in a foreign currency, SunTrust will choose the conversion rate to apply. The date You mail the payment is different from the date the Bank receives the payment. The payment date is the date that the Bank receives Your payment in accordance with these Standard Payment Instructions. If You fail to comply with these Standard Payment Instructions, credit to Your Account for the payment may be delayed. This delay may result in additional charges, Other Charges, and possible suspension of Your Account. SunTrust also offers pay by phone. Contact SunTrust at 855.574.2423 to inquire about phone pay.

Mailed payments should be sent to the address shown on Your monthly Statement.

Statement - SunTrust will send You a bill at the end of each Billing Period if Your Account has a Balance or any credit or debit activity, unless SunTrust has decided Your Account is uncollectible or has closed or suspended Your Account for collection proceedings against You. The Statement will tell You the total Balance that You owe the Bank as of the end of the last Billing Period. It will also tell You the Minimum Payment that You must pay the Bank by the stated Due Date.

SunTrust - Means (1) SunTrust Bank, the bank that is providing You Credit, and will include (2) any person(s) to whom the Credit is transferred or assigned; (3) any Covered Provider; (4) the parents, controlling persons, subsidiaries and affiliates of the companies in (1)-(3) above; (5) the successors and predecessors of the companies in (1)-(4) above; and (6) the officers, directors and employees of the companies in (1)-(5) above. SunTrust may also be referred to as “the Bank.” Solely for purposes of the Arbitration Provision contained in this Agreement, the term “SunTrust” shall also apply to any third parties if You assert a Claim against such third parties in connection with a Claim You assert against SunTrust.

Termination Date - This is the last day a Promotional Rate will apply to a Promotional Balance. It will be the earlier of (1) the last day specified in the Promotional Balance offer or (2) the date when a Delinquency Triggering Event occurs. If the Promotional Rate changes because of a Delinquency Triggering Event occurrence, the APR/DPR will go to (a) the Purchases or Cash Advance (as applicable) APR/DPR after You fail to pay 1 Minimum Payment by its Due Date and then (b) the Default APR/DPR after You fail to pay 2 consecutive Minimum Payments by their Due Dates.

Trade Secrets - Mean Trade Secrets as defined under Georgia law, as amended from time to time, and will include without limitation and without regard to form, technical or non-technical data, a formula, a pattern, a compilation, a program, a software program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, non-public forecasts, studies, projections, analyses, all customer data of any kind, or a list of actual or potential customers or suppliers, business and contractual relationships, or any information similar to the foregoing which: (1) derives economic value, either actual or potential, from not being generally known and not being readily ascertainable by proper means to other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Transaction Date - The Transaction Date of a Purchase is the sale date. The Transaction Date of a Balance Transfer, Cash Advance, or Overdraft Advance is the date that You request such a transaction.

Unauthorized Use - Means the use of a Card by a person other than You or an Authorized User who does not have actual, implied, or apparent authority for such use, and from which the Company, Cardholder, and/or Authorized User received no benefit, directly or indirectly.

You, Your, or Yours - Means the Company, any Cardholder, Authorized User, and/or any guarantor of the Account. This definition applies to these roles both individually and collectively.