When are You bound by the CA Terms?

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.

What types of transactions might You make with the Card/Account and how are these transactions itemized on Your bill each month?

- 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). 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.

What You Pay, when, how, and what happens if You pay late?

- 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.
Your liability for Unauthorized Use of the Card – what to do/what happens if Your Card is stolen.

Credit Limits, Authorization, and Convenience Checks – spending limits/transaction authorization.

Termination – You or SunTrust can terminate or suspend Your Credit at any time with/without cause.

Sharing of Information – how SunTrust safeguards Your information/how-when SunTrust may disclose Your information to others, refers to SunTrust’s Privacy Statement.

Arbitration Provision – the way in which You and SunTrust agree to resolve Claims. You have the right to opt out of arbitration as the agreed upon Claims resolution method.

Defined Terms – defines all essential terms used in the Card Agreement.

Interest Charges and Transaction Fees in General:

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 month. This defines the DPR.

Costs on Purchases:

SunTrust will charge the Interest Charge (unless inapplicable because of the Grace Period) on Your Purchases from the transaction date.

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 may from time to time offer You Promotional Offers with different Interest Charges and transaction fees than the CardMailer 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 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 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 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 unpaid; or (2) any Balance Transfer, Cash Advance, or 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.

### 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. Payment may be required prior to furnishing the requested material.

### 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 a Overlimit fee, the amount of the overlimit fee will be shown on Your Card Mailer.

### 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 Mailer.

### Other Charges
- **Overdraft Advances:** If Your Card is overdrawn and the amount of the fee will be shown on Your Card Mailer.
- **Stop Payment Fee:** As shown on Your Card Mailer.
- **Returned Payment Fee:** As shown on Your Card Mailer.
- **Annual Fee:** As shown on Your Card Mailer.
- **Balance Transfers:** As shown on Your Card Mailer.
- **Cash Advances:** As shown on Your Card Mailer.
- **Overdraft Advances:** As shown on Your Card Mailer.
- **Balance Transfers:** As shown on Your Card Mailer.

### Summary of Key Terms
<table>
<thead>
<tr>
<th>SunTrust Business Credit Card Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUMMARY OF KEY TERMS</strong></td>
</tr>
<tr>
<td>Each bolded word or phrase is defined in the definitions section at the end of this Agreement. The most current version of the Agreement is available online at <a href="https://www.suntrust.com/content/dam/suntrust/us/en/small-business/2018/documents/A16357-business-credit-card-agreement.pdf">https://www.suntrust.com/content/dam/suntrust/us/en/small-business/2018/documents/A16357-business-credit-card-agreement.pdf</a>. The online version of the agreement supersedes any prior written version.</td>
</tr>
</tbody>
</table>

### 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 liable if You engage in an illegal transaction.
Cardholder Use of the Card, Revocation and Cancellation

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 paid 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 by 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 must agree to surrender the Card to the Company 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. Compound 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.

Interest Charges and Transaction Fees

The conditions under which Interest Charges and transaction fees apply depend upon whether the transaction is a Purchase, Cash Advance, or Promotional Offer.

### 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 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 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) on Your Purchases from the Transaction Date.

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 Cash Advances

**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 an 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 and Transaction Fees for Balance Transfers

**Costs:** 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 will disclose the Balance Transfer transaction fee for a standard (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 Balance 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, 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 Mailer discloses whether the Account is subject to a Variable or a Non-variable APR.
Interest Charge and Transaction Fees | Cost: Interest Charge (Average Daily Balance for Promotional Balances x no. days in Billing Period x 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 Mailer or this Agreement (such as APR, required dates and other special terms, including any applicable Promotional Offer transaction fees, will be detailed in the Promotional Offer. 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 do not have a Grace Period. When You request a Balance Transfer using a Promotional Offer, SunTrust will charge the Interest Charge on Your Promotional Offer 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 be posted 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 and the Interest Charge incurred in any Billing Period will be no less than the amount disclosed in the Card Mailer. SunTrust may allocate 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 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 Mailer 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 processing date. When the Transaction is posted to Your Account, SunTrust will charge the Foreign Currency Transaction Fee for Non-U.S. Transactions to Your Account. If a Credit is subsequently given for a transaction, it will be decreased by up to the amount disclosed on the Card Mailer. The foreign transaction 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.

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 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 Mailer, which 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. 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 presented for payment).
be processed for any reason), or (2) any 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 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 under Your Business Credit Card Account Agreement. Fees and interest rates for Cash Advances are disclosed to clients in their Business Credit Card Account Agreement and may be higher than those associated with other Credit Card transactions. There is no Grace Period for Cash Advances. meaning finance charges will accrue from the date the Cash Advance is posted to Your Business Credit Card Account. 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 or credits 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 fee. If available, Cash Advance of $50 will post to this Account. If not, You will 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 Card 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 the Card. Conversely, cancelling 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 (1) You waive all notices and demands concerning the Account; (2) You agree that the total amount due on the Account shall include all costs, expenses, and settlement procedures’ fees, including arbitrator’s costs, court costs, arbitration costs, legal fees and costs, settlement procedures, and bankruptcy and insolvency proceedings for the collections of sums due under this Agreement; (5) You further agree that the amount due on the Account shall include any liabilities, losses, demands, and judgments SunTrust is subject to or incurs related to Your use of the Card or Account; You agree and understand that SunTrust has an absolute right to the garnishment of the Company’s earnings, as well as, the garnishment of any Guarantor’s earnings.

be processed for any reason), or (2) any 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 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 under Your Business Credit Card Account Agreement. Fees and interest rates for Cash Advances are disclosed to clients in their Business Credit Card Account Agreement and may be higher than those associated with other Credit Card transactions. There is no Grace Period for Cash Advances, meaning finance charges will accrue from the date the Cash Advance is posted to Your Business Credit Card Account. 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 or credits 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 fee. Cash Advance of $50 will post to this Account. If not, You will 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 Card 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 the Card. Conversely, cancelling 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 (1) You waive all notices and demands concerning the Account; (2) You agree that the total amount due on the Account shall include all costs, expenses, and settlement procedures’ fees, including arbitrator’s costs, court costs, arbitration costs, legal fees and costs, settlement procedures, and bankruptcy and insolvency proceedings for the collections of sums due under this Agreement; (5) You further agree that the amount due on the Account shall include any liabilities, losses, demands, and judgments SunTrust is subject to or incurs related to Your use of the Card or Account; You agree and understand that SunTrust has an absolute right to the garnishment of the Company’s earnings, as well as, the garnishment of any Guarantor’s earnings.
Upon Default, the Company, all Authorized Users, and all Guarantors of the Account agree and understand that without prior notice or demand, SunTrust has the absolute right to set-off against either (a) any of the Company's accounts; and/or (b) any of Guarantor's accounts with SunTrust. SunTrust may make such set-off in any order or amount of its choosing and apply those amount(s) to the then existing debt on the Account, as well as, any sums due and owing under this Agreement.

Amendment (Changes)

IMPORTANT NOTICE: In accordance with applicable law, SunTrust may unilaterally change the cost of Credit, APRs, Other Charges, 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 rights or the resolution of claims and disputes). SunTrust will send You notice in the manner and method (written communication or update to online Agreement) and time required by law for the changes being made to Your Account and/or this Agreement. The online version of the Agreement is available at https://www.suntrust.com/company/privacy/edebydaybanking/creditcards; Changes to this Agreement will be automatically effective on the date SunTrust specifies or provides an updated Agreement, except as otherwise provided in any change in terms notice SunTrust provides. You are bound by changes to this Agreement as of the date notice is given.

However, use of Your Account is not necessary for a change in terms to be effective. You will have the right to reject a change in terms and pay off Your Account in the same manner and under the same terms and conditions as then in effect, as described in any change in terms notice. SunTrust may terminate or suspend Your ability to use the Account if You reject changes, to the extent permitted by applicable law and as described in any change in terms notice that SunTrust provides.

Assignment Rights

SunTrust has the right to Assign its rights under this Agreement, the Account, and any amount You owe to SunTrust. SunTrust may Assign its rights without my consent and without prior notice to me. The rights and benefits of SunTrust under the Agreement and Account shall automatically transfer to SunTrust's successors and assigns, including any entity that acquires SunTrust and/or is created through a merger with SunTrust. You do not have the right to assign or transfer Your rights under this Agreement or the Account.

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. You may establish separate ATM Card Access 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 a Card by calling SunTrust toll free at 866.892.4683, writing to SunTrust Bank Cardholder Services, P.O. Box 620548, Orlando, FL 32862-0548 Attn: Dispute Department, or visiting a branch office. This notification responsibility means that if You fail to notify SunTrust of any such loss, theft, or Unauthorized Use, You may be liable for all charges made on your Account.

Ownership of the Card

Your Card and any Convenience Checks or other Credit instrument or device that SunTrust provides to You are SunTrust's property and must be returned to SunTrust or SunTrust's agent immediately upon demand. At SunTrust's request You will 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 to not 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 establish or change 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 credit 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 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 that you wish to cancel. No information You provide is incorrect or if You do not 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 and costs, including attorneys’ fees incurred by SunTrust, for preventing or failing to prevent payment.

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 transactions 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 hereof (including but not limited to the construction of the interest rate) will be governed by Federal law applicable to SunTrust and, to the extent not preempted by Federal law, 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 changed 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 LITIGATION 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 LITIGATION 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 and 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/reservations 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, collect information about You, and transactions with You, to credit bureaus, SunTrust’s affiliates, and others who may properly receive that information. SunTrust will not share this information about You with third-parties for marketing purposes. You may refer to SunTrust’s Privacy statement for more details about how SunTrust collects, uses, retains, discloses, and safeguards information about You and Your Account. A complete copy of the SunTrust Privacy Policy is available at www.suntrust.com or by calling 800.SUNTRUST. You and SunTrust understand and agree(s)

1) that You and/or the Bank may be provided or otherwise may obtain the Confidential Information of the other party or third parties of such party, such as, for instance, suppliers of the Company or third party service providers of the Bank, unless otherwise stated in this Agreement, constitutes the entire Agreement, that:
   a.) each party will keep all Confidential Information in strict confidence, using such degree of care as appropriate to avoid Unauthorized Use or disclosure; and
   b.) neither party will, directly or indirectly, disclose any Confidential Information to any third party other than permitted parties (such as third party service providers of the Bank), except with the other party’s prior written consent, and
   c.) any third party other than permitted parties (such as third party service providers of the Bank) must agree and hereby consents to SunTrust’s use of the 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-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 suits 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, Bank/Card 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. Claim(s) subject to arbitration. Any Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration, the arbitrator must take place in a venue reasonably convenient to You. If a party files a lawsuit involving a Claim, the other party may file a Motion to Compel Arbitration, which the arbitrator will decide. In the event an arbitrator decides in favor of arbitration, the court may continue to decide. Moreover, arbitrators will not have the right to: (a) order 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) join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision. (Provided, however, that the Class Action Waiver does not apply to any Claims that are the subject of: (1) any individual action brought by You or us in small claims court or Your state's equivalent court, unless such action 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 Offset 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 involve a request for damages or monetary relief of any kind. The institution and/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 will not apply to any Claims that are the subject of (a) a class action filed 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 a prior version of 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 in which obtaining 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. No arbitrator shall have authority to conduct any arbitration in violation of this provision. However, the Class Action Waiver does not apply to any lawsuits or administrative proceedings 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 Claim brought by such an agency.

Arbitration Procedures. If You or we elect to arbitrate a Claim, the party that initiates 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 the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding 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 not asserted by a party in that arbitration, or in any unrelated 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 or phone 1-800-352-5265. The rules and format for such a Claim may be obtained by writing to JAMS at the address listed above or visiting their website. If JAMS is 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 adopts or has in place any policies or informational material that is inconsistent with the terms of this arbitration agreement. The arbitration 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 including any expedited procedures but in the event of a conflict, the provisions of this arbitration agreement shall control. A single arbitrator will be appointed by the administrator and, unless the parties agree otherwise, must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will 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 limitation and claims of privileges and immunities under applicable substantive law. If the arbitrator finds a Claim to be unenforceable for any reason, the remainder shall be enforceable, except that: (a) the parties to these rules and regulations acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non- severable from this arbitration agreement, and if the Class Action Waiver is found unenforceable as to any Claim(s), then the parties’ arbitration agreement (except for this sentence) shall be null and void with respect to such Claim(s) (but not as to any other Claim(s) that have been or are later brought), subject to the right to appeal the invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstance will the arbitrator or the administrator have the right to award fees and costs to the extent permitted by either these rules and regulations, the administrator’s rules or applicable law. The arbitrator shall award You ‘Your reasonable attorneys’ and expert witness fees and costs (a) if and to the extent You prevail on Claims You assert against us on an individual arbitration; (b) if You prevail on Claims You make in an arbitration with respect to Claims that could foreseeably involve a cost or benefit to either party exceeding $150,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider and determine the appeal. The arbitrator’s award will be binding on the parties and the panel’s decision will be final and non-appealable. Both the arbitrator’s award and the panel’s decision will be final and binding. In no event will a Claim for public injunctive relief be arbitrated.

Effect of Arbitration Award. The arbitrator’s award shall be final and binding on all parties. The arbitrator’s award of public injunctive relief against the party prosecuting the Claim(s) shall be null and void with respect to such Claim(s) and (b) if You prevail on Claims You make in an arbitration with respect to Claims that could foreseeably involve a cost or benefit to either party exceeding $150,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider and determine the appeal. The arbitrator’s award will be binding on the parties and the panel’s decision will be final and non-appealable. Both the arbitrator’s award and the panel’s decision will be final and binding. In no event will a Claim for public injunctive relief be arbitrated.

Notice and Cure; Special Payment. 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), 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 is resolved through mediation and the调解员 or arbitrator of such mediation determines that You were entitled to such relief (or greater relief), You will be entitled to a minimum award of at least $7500 (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 $7500 minimum award is a single award that applies to all Claims You have asserted or could have asserted in the arbitration, and multiple awards of $7500 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 a Claim Notice at the address listed above or visiting its website. This is the sole and only method by which You can reject this arbitration agreement and 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 Your rights or obligations arising from transactions on Your Account or any terms and conditions of this Agreement, subject to the extent of the assignment.

Your SunTrust Business Credit Card Account.

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 will be JAMS – 1920 Plain Street, Suite 300, Irvine, CA 92614, www.jamsadr.com. SunTrust reserves the right to designate a different 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 forms of JAMS may be obtained by writing to JAMS – Automated teller machine.

Authorized Charges – Every charge on the Account, including transactions that You make and fees and Other Charges that You or any Authorized User makes on the Account and any fees and Other Charges 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 transaction type for each day in the Billing Period; SunTrust adds together all the daily Balances for each separate transaction type, and then divides 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 applicable transaction. For example, a foreign transaction fee on a Purchase is assigned to the Balance on Purchases. Fees that are not specific to a given transaction with the Card (like a Returned Payment) are assigned to the Balance on Purchases.

Bill – The DPR subject to the Non-Variable Rate will be based on the APR that does not vary with changes in an Index Rate. The Card Mailer discloses the APR for the Non-Variable Rate as of the date Your Account was opened. isSuccess = true; if (success) { this.$router.push({ name: 'Account', params: { id: account.id }, query: { with: 'Balance' } }); } else { this.$router.push({ name: 'Errors', params: { error: error } }); }
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 determines that a request to transfer a Balance is incomplete or illegible and 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 provides You. You are solely responsible for any Legal Payment and Collection Charges and disputed amounts on Your other accounts. If You want Your other accounts closed 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.

Claim – Means any Claim, dispute or controversy between You and SunTrust (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, but is not limited to, Trade Secrets, confidential information, confidential 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 disclosure, (3) is developed independently by the receiving party, (4) is independently developed by the receiving party without use of or access to the disclosing party’s Confidential Information, (5) is disclosed with the prior written approval of the disclosing party, (6) is rightfully in the possession of the receiving party prior to disclosure by the disclosing party without the use of or access to the disclosing party’s Confidential Information, and (7) is rightfully in the possession of the receiving party prior to disclosure by the disclosing party without the use of or access to the disclosing party’s Confidential Information. 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 and in whose name SunTrust has opened Your Card Account.

Confidential Business Information – Means any valuable, secret business information, other than Trade Secrets, that is either designated or identified as confidential at the time of the disclosure. In accordance with the foregoing, all software that the Bank provides to Company, whether owned by the Bank or any third party service provider, will be considered “Confidential Information” pursuant to the Agreement.

Confidential Information – Means all non-public information regarding the parties and Personal 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 of any such third party, including suppliers. 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 notice of any obligation of confidentiality, (4) is protected, (5) is not prohibited from disclosure by law, (6) is rightfully in the possession of the receiving party prior to disclosure by 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 establishes from time to time and makes available to You on the Account.

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 Promotional Offer terms (which are different 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 cash on Your Card Mailer, or (3) on demand (at Your request), which You may use to make a Purchase or a Balance Transfer or to obtain cash on Demand (at Your request), which You may use to make a Purchase or a Balance Transfer or to obtain cash on Demand. 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 (a) only if it asserts a Claim against such third party in connection with a Claim You assert against SunTrust.

Credit – means the credit extension(s) You receive under this Agreement.

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 unlimited spending. Your Account will be assigned a revolving Credit Limit. For Cash Advances, You may only spend up to Your assigned Cash Advance Credit Limit. For Purchases, You may be authorized to exceed Your assigned Credit Limit. Each transaction You make is authorized based on factors such as (1) Your Account’s APR/DPR, (2) credit report, (3) 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 Your obligations. If You fail to pay Your Minimum Payment, SunTrust asks that You 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 forthcoming unusual activity, such as, high transaction amounts, high velocity, or changes in geographic patterns.

Default – SunTrust has the right to require immediate payment of the entire Account Balance and the Company and the Account will be in Default if (1) any required payment is not made on or before the payment Due Date; (2) the Company or a Guarantor fails to pay any other obligation to SunTrust; (3) You violate any other terms of this Agreement; (4) any transaction you make is not guaranteed or authorized by SunTrust (for example, if you were authorizing a mortgage obligation that (s)he or it has with SunTrust; (5) a payment on the Account cannot be processed before the Due Date; (6) a payment on the Account is rejected, but not successfully resubmitted before the Due Date; (7) an attachment, garnishment, or bankruptcy proceeding is initiated against the Company or a Guarantor; (8) SunTrust reasonably believes (in its sole discretion) that the Company’s or the Guarantor’s ability to pay the Account is materially impaired; (9) the Company or any Cardholder, Authorized Signer, or Guarantor provides SunTrust with false, misleading or fraudulent information (including a forged or false signature); (10) the Company, any Cardholder, and/or any Authorized Signer, or Guarantor violates any agreements set forth in the Arbitration Provision and/or this sentence; all such disputes or controversies are for a court and not an arbitrator to decide (however, any dispute or controversy that concerns the validity of this Agreement as a whole is for the arbitrator, not a court, 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, removed, or appealed to a different court; (3) any 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. Morever, the Arbitration Provision will not apply to any Claims that are the subject of (a) a class action filed by 365 or more Cardholders in a single filing or any related proceeding in which, notwithstanding the foregoing, will not be subject to the Arbitration Provision or any part thereof (including, without limitation, the Class Action Excluded Claim or Proceeding); (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 Excluded Claim or Proceeding); or this Agreement and/or this sentence; all such disputes or controversies are for a court and not an arbitrator to decide (however, any dispute or controversy that concerns the validity of this Agreement as a whole is for the arbitrator, not a court, 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, removed, or appealed to a different court; (3) any 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) a class action filed by 365 or more Cardholders in a single filing or any related proceeding in which, notwithstanding the foregoing, will not be subject to the Arbitration Provision or any part thereof (including, without limitation, the Class Action Excluded Claim or Proceeding). If a particular transaction is 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 until the time that 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 for 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 last 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 pay interest from the Transaction Date until the time that You regain the Grace Period for transactions of this type.

Delinquency Triggering Event – A Delinquency Triggering Event occurs if You fail to make a Payment on or before the applicable payment Due Date. If You fail to make a Payment on or before the payment Due Date, the APR/DPR will go to (a) the Purchases or Cash Advance (as applicable) APR/DPR and (b) after You fail to make 2 consecutive Minimum Payments by their Due Dates the Default APR/DPR. DPR (Daily Periodic Rate) – The daily periodic rate is calculated from the applicable APR. The DPR is used to calculate the interest charge by 365 or 366 days, depending on whether a leap year applies. DPR may use DVR 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 on time. Your Due Date will be stated on Your Statement. To be timely, SunTrust 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 Excluded Claim or Proceeding); (10) the Company, any Cardholder, Authorized Signer, or Guarantor provides SunTrust with false, misleading or fraudulent information (including a forged or false signature); (11) the Company, any Cardholder, and/or any Authorized Signer, or Guarantor violates any agreements set forth in the Arbitration Provision and/or this sentence; all such disputes or controversies are for a court and not an arbitrator to decide (however, any dispute or controversy that concerns the validity of this Agreement as a whole is for the arbitrator, not a court, 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, removed, or appealed to a different court; (3) any 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) a class action filed by 365 or more Cardholders in a single filing or any related proceeding in which, notwithstanding the foregoing, will not be subject to the Arbitration Provision or any part thereof (including, without limitation, the Class Action Excluded Claim or Proceeding). If a particular transaction is 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 until the time that 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 for 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 last 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 pay interest from the Transaction Date until the time that You regain the Grace Period for transactions of this type.
Guarantor – Means the person(s) who have executed the guaranty agreement for this Account and thereby have jointly and individually, absolutely and unconditionally, agreed to be personally liable for the full payment of all debts, obligations, liabilities on the Account, and undertakings of the Company now existing or later arising from the Company’s acceptance and use of the Account.

Index Rate – 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 (or if the 28th day is not a business day, the next business day thereafter) of the prior calendar 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 multiplying the immediately preceding published Prime Rate for such date. If the Prime Rate is no longer available, SunTrust will choose a new index and notify You as 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 will become 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.

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

Items – Statements, sales drafts and/or payment instruments.

Joint Ownership Considerations – If a deposit Account (i.e. Protected Account) is jointly owned, any owner of BOTH the Business deposit Account AND the Business Credit Card Account is considered a Joint Owner. A Joint Owner may enroll in overdraft protection without the consent of other owners. If a jointly owned Business deposit Account is enrolled in overdraft protection: (i) all Business deposit Account holders will be responsible for all overdraft protection advances regardless of which person writes a check or initiates a transaction that causes an overdraft (e.g. a debit Card purchase); and (ii) all Business deposit Account holders authorize us to share information about the Protected Account with each owner of Protector Account, such as type of Account and partial Account number. We reserve the right to cancel, suspend, or change the terms or conditions of Your overdraft protection service at any time, for any reason.

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.

Other Charges – Charges to Your Account as described in the Other Charges Section of this Agreement and Your Card Mailer, including fees for: Annual Fee, Late Payment Fee*, Returned Payments*, Stop Payments*, Research*, Phone Payments*, and Overlimit Charge*.

*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.

Overdraft Advance – Credit SunTrust extends to You in the form of a loan from the Account on a deposit account that You designate at SunTrust. You must enroll in the SunTrust overdraft protection program to receive this form of Credit. Overdraft Advances are treated as Cash Advances for purposes of Interest Charges and transaction fees.

Personally Identifiable Information – Means the Company’s information obtained by the Bank by virtue of the Bank’s provision of the services requested by the Company under this 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 Your Credit Card Account.

Promotional Balance – Credit SunTrust extends for an introductory and other designated Purchase or Balance Transfer transaction, subject to discounted fees and/or a different APR than Your standard DPR for Purchases. Your use of a Promotional Offer from SunTrust results in a Promotional Balance.

Promotional Offer – An offer that SunTrust may extend to You from time to time with a Promotional Rate and, if applicable, other special terms including, but not limited to, promotional fees, to make Purchases or Balance Transfers or to obtain cash. Promotional Offers may be in the form of Convenience Checks or other access vehicles used to facilitate a promotional transaction.

Promotional Rate – The DPR applied to Promotional Balances.

Protected Account – An eligible SunTrust Business Checking Account, Savings Account, or Money Market Savings Account linked to this SunTrust Business Credit Card for overdraft protection.


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.

Statement – A statement or document provided by SunTrust that details account activity, account balances, and other account information.

SunTrust – The name of the company that issued Your Credit Card.

SunTrust Business Credit Card – A Credit Card issued by SunTrust to a Business or individual for Business use.

Telephone Payments – Payment transactions that occur through telephone or electronic funds transfer systems.

Transactions – The entire Account activity, including Credit, Purchase, Cash Advance and Payment activity.

Transaction Fee – The cost of Your Credit on the Account as a dollar amount that SunTrust derives by applying Your DPR to the Average Daily Balance.

Transaction Fees – The entire Account activity, including Credit, Purchase, Cash Advance and Payment activity.

Transaction Date – The date such transaction occurred on Your Account.

Unsecured Account – An Account which is not secured by a deposit of funds.

Vendor – A seller, manufacturer, or service provider who You choose to pay for goods or services using the Account.

Wellsville Street Journal (Eastern Edition) – Used to determine the Index Rate.
Returned Payment – A payment that You make that Your financial institution does not honor. If You have a Returned Payment, SunTrust will assess a fee in accordance with the terms of this Agreement. If SunTrust resubmits a Returned Payment and 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 as unpaid, You agree SunTrust will charge You a Returned Payment fee. If You make a new payment to SunTrust, 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 include 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. If SunTrust resubmits a Returned Payment and 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 as unpaid, You agree SunTrust will charge You a Returned Payment fee. If You make a new payment to SunTrust, however, and Your financial institution does not honor it, SunTrust will assess an additional Returned Payment fee.

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, and Cardholder, Authorized User, and/or Guarantor of the Account. This definition applies to these roles both individually and collectively.