

# SunTrust Cash Rewards MasterCard Business Credit Card Terms and Conditions

Reference this guide for the SunTrust Business Credit Card Terms and Conditions. Information updated as of March 1, 2019.

## Interest Rates and Interest Charges



Annual Percentage Rate (APR) for Purchases	<p>0.00% Introductory APR for the first 12 months on purchases.</p> <p>After that your APR will be <b>14.49% - 21.49%</b>.</p> <p>Your APR will be based on your creditworthiness.</p> <p>This APR will vary with the market based on the Prime Rate.</p> <p>(See definition of Prime Rate below.)</p>
Other APRs	<p><b>Balance Transfer APR: 14.49% - 21.49%</b></p> <p><b>Cash Advance APR: 25.49%</b></p> <p><b>Overdraft Advance APR: 25.49%</b></p> <p>Your APR will be based on your creditworthiness.</p> <p>This APR will vary with the market based on the Prime Rate.</p>
Default (Penalty) APR and When It Applies	<p><b>27.49%</b></p> <p>If You miss two (2) consecutive payments, the Bank has the right, in its sole discretion, to increase the APR for Purchases, Cash/Overdraft Advances, Balance Transfers, and Promotional Balances up to a maximum APR. In the Banks' sole discretion, Your original Purchases, Cash/Overdraft Advances, and Balance Transfers APRs described above may be reinstated after the Account is maintained in good standing for six (6) consecutive months.</p> <p>This APR will vary with the market based on the Prime Rate.</p>
How to Avoid Paying Interest on Purchases (Grace Period)	<p>Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire (full) balance by the due date each month.</p> <p>This <b>Grace Period</b> only applies to purchases, not your other transactions. We will begin charging interest on Cash Advances and Overdraft Advances on the posting date.</p>
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$.50.
<b>Fees</b>	
Annual Fee	None
Other Fees	
Balance Transfer	\$5 or 3% of the amount of each transfer, whichever is greater.
Cash Advance / Overdraft	\$5 or 3% of the amount of each cash advance, whichever is greater.
Foreign Transaction	3% of the transaction after conversion to US dollars.
Late Payment	<p>\$19 if your New Balance is between \$20 and \$100;</p> <p>\$29 if your New Balance is between \$100.01 and \$1000.00;</p> <p>\$39 if your New Balance is between \$1000.01 and \$2000.00;</p> <p>\$49 if your New Balance is more than \$2000.00.</p>
Returned Payment	\$32
Over-the-Credit Limit	\$35
Stop Payment Fee	\$32
Research Fee	\$3 per ticket/statement copy and \$20 per hour of research time

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**How We Calculate Your Balance:** We use the "Average Daily Balance (including new transactions)" method. See the Card Account Agreement for more details.

**Loss of Introductory or Promotional APR:** We may end your Introductory or Promotional APR and apply increased APRs in applicable transaction categories where Introductory or Promotional APRs may apply as follows: the APR/DPR will go to the Purchases, Cash Advance, Overdraft Advance or Balance Transfer (as applicable) APR/DPR if you fail to pay one (1) Minimum Payment by its Due Date. Default APR will apply after Loss of Introductory or Promotional APR as set forth above.

You are not obligated to accept the Card, and You are not required to pay any fees assessed to the Account unless You accept/use the Account. In addition, SunTrust will refund the fee, if You notify SunTrust (within 30 days after You receive Your card and card mailer) that You wish to close Your Account and Your Account is then closed.

**"Prime Rate":** is the highest Prime Rate as published in The Wall Street Journal on the 28th day of each month (or the next business day if the 28th falls on a weekend or holiday).

The terms of your account, including APRs, are subject to change. We reserve the right to change the terms (including APRs) at any time, for any reason, in addition to the APR increases that may occur for failure to comply with the terms of your Account. Your actual APR will be dependent upon your credit history and the information you supply on your application. Information about the costs of the card described above is accurate as of March 1, 2019. The information may have changed after this date. To find out what might have changed, write to us at SunTrust Bank, Customer Service Dept., P.O. 4997, Orlando, FL 32802-4997.

**"New Balance":** Your New Balance is the total of the Balance of Purchases, Cash Advances, Balance Transfers, fees and Other Charges outstanding on Your Account on the Closing Date.

**GUARANTY:** The Guarantor(s), jointly and individually, absolutely and unconditionally, agree(s) to be personally liable for the full payment of all obligations, liabilities, and undertakings of the Company, now existing or thereafter arising, from the acceptance and use of the Account. The Guarantor(s) waive(s) the right to require Bank to proceed against the Company and authorize(s) Bank, without notice or approval, to waive, rescind, renew, extend, modify, or otherwise alter any term or condition of the Agreement or the Account or to increase and/or decrease the Account credit line. THE GUARANTOR(S) CONSENT(S) TO THE ATTACHMENT OR GARNISHMENT OF HIS/HER/THEIR EARNINGS. The Guarantor(s) agree(s) to subordinate to the obligation of this Guaranty, any debts now existing or hereafter arising of the Company to the Guarantor(s) and authorize(s) Bank, at any time and without demand or notice, to set-off against any deposit balances, funds, accounts, certificates of deposit or other property or monies of the Guarantor(s) now or hereafter in Bank's custody or possession and apply the same to the obligations hereunder of the Guarantor(s). The Guarantor(s) agree(s) to pay all attorneys' fees and other expenses incurred to enforce this Guaranty. Further, pertaining to the Company's Account, the Guarantor(s) hereby instruct(s), consent(s) to, and authorize(s) Bank, or any affiliate, subsidiary or other related entity, to obtain a consumer credit report and any other information relating to the individual credit status of the Guarantor(s) in the following circumstances: (1) the opening of or application for the Account, (2) thereafter, periodically according to Bank's credit review and audit procedures, and (3) Bank's review or collection of the Account. This is a continuing Guaranty and will remain in effect until the Bank receives written notice from the Guarantor(s) terminating or modifying the Guaranty and the Bank has a reasonable time period to act upon such notice. The termination of the Agreement or this Guaranty will not release the Guarantor(s) from liability with respect to any obligations incurred before the effective date of termination. The obligation of the Guarantor(s) under this Guaranty survives any sale or other disposition of the ownership or other interest in the Company and will not be effected by any change of the legal status of the Company or the relationship of the Guarantor(s) with the Company. This Guaranty will be binding on and inure to the benefit of the personal representatives, heirs, administrators, successors or assigns of the Guarantor(s) and the Bank.

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This is a summary of the **Cash Rewards Program** for your SunTrust Business Credit Card. The complete and most up to date terms for the **Cash Rewards Program** can be found in the SunTrust Rewards Program Agreement at [suntrust.com/rewards](http://suntrust.com/rewards). If there is a conflict between this Summary and the Program Agreement, the Program Agreement will govern. Your SunTrust Business Credit Card Account Agreement contains the terms and conditions related to your card account. If there is a conflict between your Business Credit Card Account Agreement and either the Summary or the Program Agreement, the Business Credit Card Account Agreement will govern.

### Cash Rewards Earning

Through the **Program**<sup>1</sup>, you will earn **Cash Rewards**<sup>2</sup> credits of 1% on new **Qualifying Purchases**<sup>3</sup> on your **Card**<sup>4</sup>, if Your **Card Account**<sup>5</sup> is in **Good Standing**.<sup>6</sup> There is no restriction on the amount of **Cash Rewards** that you may earn or redeem, subject to the \$5 minimum redemption amount (see below). SunTrust reserves the right to determine your eligibility for enrollment in the **Program** and your continued participation. There is no cost for **Program** participation. If eligible, you are automatically enrolled. Your **Cash Rewards Program** will be established in the name of the business and all business credit cards associated with the business will be enrolled in the business' designated SunTrust **Cash Rewards Account**.<sup>7</sup> Only the **Primary Authorized Contact**<sup>8</sup> can view and redeem **Cash Rewards**. Participation in and use of the **Program** may be restricted for certain types of organizations, including, but not limited to, tax-exempt entities and trusts. Please consult your tax and legal advisors to determine if these restrictions apply to your organization.

During the first 12 months after account opening, **Qualifying Purchases** at participating gas stations and office supply retailers will earn 5% in **Cash Rewards** credits (of which 1% is the base rate and 4% is a bonus) up to \$2,000 spent during each billing cycle, and all other **Qualifying Purchases** earn the standard rate of 1%. The 5% **Cash Rewards** benefit is only available during the first 12 months after account opening. After the first 12 months, **Qualifying Purchases** at participating gas stations and office supply retailers will earn 3% in **Cash Rewards** credits (of which 1% is the base rate and 2% is a bonus) up to \$2000 spent during each billing cycle, and all other **Qualifying Purchases** earn the standard rate of 1%. Gas stations and office supply retailers that qualify for the **Cash Rewards** bonus rates are those with Merchant Category Classification (MCC) codes 5021, 5111, 5172, 5541, 5542, and 5943. Wholesale clubs and discount stores (MCC codes 5300, 5310) will earn 0.25%. A **Qualifying Purchase** is determined to qualify for the additional bonus reward rate if the merchant assigns the appropriate MCC code to the transaction information received by SunTrust. All other MCC Codes not specified will earn the base rate of 1%. SunTrust is not responsible for inaccurate reporting by participating merchants.

SunTrust may also award bonus **Cash Rewards** credits for certain transactions and/or promotions from time to time. (Details will be provided with such offers.)

SunTrust **Cash Rewards Accounts** are updated daily. Your **Card Account** billing statement will include your total number of **Cash Rewards** earned for the then current billing period.

### Cash Rewards Redemption, Expiration, and Forfeiture

You can redeem **Cash Rewards** for cash back, gift cards, merchandise, travel and experiential rewards, subject to the terms and conditions found in the SunTrust Rewards Program Agreement. Redemptions can be made through the **Program** website at [suntrust.com/rewards](http://suntrust.com/rewards) or by calling the Rewards Service Center. After close of the billing period in which the **Cash Rewards** are earned, if your **Card Account** is in **Good Standing**, upon your request, you may redeem your **Cash Rewards** in U.S. dollars for cash back with a minimum of \$5 and any greater amount (not to exceed the total **Cash Rewards** earned, but not yet redeemed, on your **Card Account** at time of redemption). You may redeem your **Cash Rewards** for cash back through (1) a statement credit to your **Card Account** or (2) an ACH credit into the deposit account that you designate. **Cash Rewards** earned on Business Card Accounts that are redeemed through an ACH deposit into a SunTrust checking, savings, or money market account will receive an additional **Loyalty Cash Bonus**<sup>9</sup> of 10% or 25% on your **Cash Rewards** redemption, depending on your deposit relationship with SunTrust as of the last day of the month preceding redemption, or if you redeem in the first few days of the month, the last day of two months' prior to redemption (see **Redemption Details**<sup>10</sup>), as follows:

Clients with SunTrust Business Advantage Plus Demand Deposit Accounts (DDA) will receive a **Loyalty Cash Bonus** of 25%. On \$100 in base **Cash Rewards**, these clients would earn an additional \$25, totaling \$125 in **Cash Rewards** earnings.

All other clients with a SunTrust business checking, savings or money market account will receive a **Loyalty Cash Bonus** of 10%. On \$100 in base **Cash Rewards**, these clients would earn an additional \$10, totaling \$110 in **Cash Rewards** earnings.

SunTrust will not be liable for fulfilling **Cash Rewards** redemption requests from persons that SunTrust believes in good faith have authority to act on behalf of the business.

Redemption requests are typically initiated within 5 business days, however, the processing time could be longer. You are still responsible for the minimum monthly payment in any given month that a cash back redemption is applied against your **Card Account** balance. Therefore, if you wish to avoid interest charges on your **Account**, you must pay your outstanding balance in full because **Cash Rewards** that are redeemed as a statement credit may be delayed in posting to your **Card Account**. **Cash Rewards** credits may not be applied to your **Card Account** statement to produce a credit balance on your **Card Account**.

**Cash Rewards** credits are not your property and cannot be transferred, gifted, sold, attached, pledged or bartered under any circumstance, including disability, death, upon operation of law or in connection with a domestic relations or other legal dispute. SunTrust may suspend redemption rights of your **Cash Rewards** earnings if a dispute occurs between you and SunTrust or between you and an authorized user or joint owner regarding the business's **Card Account** or **Cash Rewards Account**.

**Cash Rewards** earnings will expire on the last day of the year, 5 years after the year that SunTrust posts the earnings to your SunTrust **Cash Rewards Account**. Any **Cash Rewards** earned prior to January 1, 2012 will expire 5 years from the date they were earned.

If you close your **Card Account**, you must request and redeem your **Cash Rewards** within 60 days after the date of your **Card Account** closing. If you request your redemption after you close your **Card Account**, SunTrust will issue a check in the name of the business for the **Cash Rewards**. There is no minimum redemption requirement after **Card Account** closure; however, all earnings less than \$5 are of such nominal value that they will be forfeited and are not redeemable. If you do not redeem your **Cash Rewards** within 60 days after your **Card Account** is closed, you will forfeit the **Cash Rewards** earnings.

**Cash Rewards** will be forfeited if (1) You file for bankruptcy, or (2) You close every **Card Account** enrolled in the **Program** and your **Cash Rewards** have not been redeemed within 60 days after your **Card Account** is closed; provided, however, that this 60 day grace period to redeem after **Card Account** closure will not apply if any **Card Account** is not in **Good Standing** at the time of closure and any circumstances of (1) or (2) above apply.

## Additional Information

SunTrust Card Services manages SunTrust Business Credit Card Cash Rewards. For questions or to address concerns about your **Cash Rewards Account** or to redeem **Cash Rewards** earnings, call the Rewards Service Center at 800.255.7125, Monday through Friday from 7:00 a.m. - 9:00 p.m. ET and on Saturday and Sunday from 9:00 a.m. - 9:00 p.m. ET.

If you believe there is an error on your **Cash Rewards Account**, you must report such error to us promptly but in no event more than 60 days after the date the **Qualifying Purchase** or any subsequent adjustment is posted to your **SunTrust Cash Rewards Account**. SunTrust is not liable for any error after that time period, and your **SunTrust Cash Rewards Account** will be deemed correct. SunTrust **Cash Rewards Account** errors are not billing errors under your **Card Account Agreement**. SunTrust's decision regarding any error will be final.

Taxes: Earning **Cash Rewards** and redemption of **Cash Rewards** earnings may be subject to income tax and/or other taxes. Any applicable federal, state, or local tax obligations related to the **Program** are your responsibility. Please consult your tax advisor concerning any such income or other tax consequences related to your participation in the **Program**.

Changes: SunTrust may, from time to time and in SunTrust's sole discretion, amend, delete, or add to these **Program** terms and may change or limit any aspect of the **Program** and its restrictions, benefits, or features, in whole or in part. Such changes may be retroactive as allowed by applicable law.

SunTrust will post any such changes to these **Program**<sup>1</sup> terms at [suntrust.com/rewards](http://suntrust.com/rewards) and it is your responsibility to review the updated **Program** terms for any such changes.

Termination: SunTrust reserves the right to suspend or terminate the **Program** at any time. If the **Program** is terminated, you will be notified of the date by which you must redeem all your accumulated **Cash Rewards** earnings.

## Monitoring Your Cash Rewards Account – Qualifying Purchases and Redemptions

It is Your responsibility to regularly monitor Your **Cash Rewards Account**. If You believe there has been any error or unauthorized activity in Your **Cash Rewards Account**, You must report it to SunTrust promptly, but always *within 60 calendar days* after the date that: (1) a **Qualifying Purchase** is posted to Your **Cash Rewards Account**; (2) any adjustment of Rewards earned from a **Qualifying Purchase** is posted to Your **Cash Rewards Account**, whether or not the adjustment is initiated by SunTrust, TSYS<sup>12</sup>, or the result of Your contacting SunTrust; (3) any **Rewards Offering**<sup>11</sup> redemption is posted to Your **Cash Rewards Account**; or (4) any adjustment of Your **Cash Rewards Account** balance is made, whether or not the adjustment is initiated by SunTrust, TSYS, or the result of Your contacting SunTrust.

*SunTrust shall not be liable for any errors or unauthorized activity in Your Cash Rewards Account after this 60-day time period expires.* Once the 60-day time period expires, Your **Cash Rewards Account** will be deemed accurate and acceptable to You. SunTrust's decision about any error or alleged unauthorized activity in Your **Cash Rewards Account** will be final.

## Definitions

The following definitions apply each time the bolded word or phrase is used in this **Program** Summary.

<sup>1</sup> **Program** or **Rewards Program** means the program offered by SunTrust whereby use of your **Card** allows your business to earn **Cash Rewards** in accordance with the **Rewards Program Agreement**.

<sup>2</sup> **Cash Rewards** are the credits for cash earned on your SunTrust Business Credit Card with **Cash Rewards** in accordance with the SunTrust **Rewards Program Agreement**.

<sup>3</sup> **Qualifying Purchases** means any new qualifying net retail purchase transactions (qualifying purchases less credits, returns and adjustments) charged to any **Card** each billing cycle. **Qualifying Purchases** do not include balance transfers, convenience checks, payments made for stored value cards such as gift cards and similar cards, wire transfers, money transfers, quasi cash or cash-equivalent items (e.g., travelers checks, Rewards and any other items that serve as cash or are convertible to cash), and similar products that may be converted to cash, cash advances (including withdrawals from ATMs and originations from the **Card** itself), payment of existing **Card** balances, fees charged by us (for example; annual fees, finance charges, fees and other charges including, but not limited to, fees for products that protect or insure a **Card** balance), fraudulent/unauthorized transactions, overdraft advances, and purchases made when your **Card** is not in **Good Standing**. We reserve the right to determine in our sole discretion whether a particular transaction is a **Qualifying Purchase**.

A **Qualifying Purchase** is determined to qualify for the additional bonus reward rate if the merchant assigns the appropriate MCC code to the transaction information received by SunTrust. SunTrust is not responsible for inaccurate reporting by participating merchants.

<sup>4</sup> **Card** means your SunTrust Business Credit Card account and the credit card issued under your SunTrust Business Credit Card account enrolled in the **Program**.

<sup>5</sup> **Card Account** or **Account** means your SunTrust Business Credit Card with **Cash Rewards** account.

<sup>6</sup> **Good Standing** means that your **Card Account** is not in default and you are in full compliance with the terms of your **Card Account Agreement**.

<sup>7</sup> **Cash Rewards Account** means the rewards account where your business **Cash Rewards** credits will be placed. This account is solely used to reflect your **Cash Rewards** earnings and is not a checking, savings, money market or other deposit-type account. **Cash Rewards** must be requested and redeemed before they can be made available to you in a deposit account, per the conditions described above and in the SunTrust **Rewards Program Agreement**.

<sup>8</sup> **Primary Authorized Contact** means the Guarantor or designated user who is authorized to view and redeem Rewards on behalf of the Business **Card Account**.

<sup>9</sup> **Loyalty Cash Bonus** means the *additional* **Cash Rewards** that may be earned for cardholders who deposit their **Cash Rewards** via an ACH credit into a SunTrust deposit account. The bonus amount will be determined by the cardholders deposit relationship with SunTrust Bank at the time **Cash Rewards** are redeemed as indicated in the **Redemption Details**.

<sup>10</sup> **Redemption Details**: For the purposes of the **Loyalty Cash Bonus**, your deposit relationship will be determined as of the last day of the month preceding redemption if you redeem after the first calendar day that falls after the first business day of the month. If, however, you redeem on or before the first calendar day of the month that falls after the first business day of the month, then your deposit relationship will be determined as of the last day of the month that is two months' prior to redemption. So, for example, if the first of November is on a Sunday, then:

- If you redeem on Wednesday, November 4, your deposit relationship will be determined on October 31.
- If you redeem on Tuesday, November 3, your deposit relationship will be determined on September 30.
- If you redeem on Sunday, November 1, your deposit relationship will be determined on September 30.

<sup>11</sup> **Rewards Offering** - means the cash back, merchandise, gift card(s), travel and other goods and services offered for redemption through the **Rewards Program**.

<sup>12</sup>TSYS means Total Systems Services. TSYS is SunTrust's supplier that manages the earning and redemptions of the **Cash Rewards** portions of the **Program**.