



JPMorgan Chase Bank, N.A.  
P O Box 260180  
Baton Rouge, LA 70826 - 0180

July 01, 2009 through July 31, 2009

Account Number: **000001882307127**



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ADVANTAGE SOLUTIONS, INC  
48 CIRILLO DR  
COLCHESTER CT 06415-1889

#### CUSTOMER SERVICE INFORMATION

Web site:	Chase.com
Service Center:	1-800-242-7338
Hearing Impaired:	1-800-242-7383
Para Espanol:	1-888-622-4273
International Calls:	1-713-262-1679



### Welcome to Chase Get Ready for Better Business Banking

Please see the enclosed guide to your new business statement. Chase is committed to bringing you:

#### Continued Value

Get the great features and service you've come to expect. Our bankers are happy to speak with you and find a solution that fits your needs.

#### Greater Control

Watch over your finances anytime, anywhere with mobile and online banking. You can also reduce clutter by choosing paperless statements.

#### More Convenience

With Chase, you have free access to over 14,000 Chase and WaMu ATMs, as well as access to over 5,000 branches by year end.

We value you as a Chase Business Banking customer. Please call us at 1-800-242-7338 if you have questions.

#### CHECKING SUMMARY

Chase Free Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$30.28
Ending Balance	0	\$30.28

#### SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	0
Deposits / Credits	0
Deposited Items	0
Transaction Total	0



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## BALANCING YOUR CHECKBOOK

**Note:** Ensure your checkbook register is up to date with all transactions to date whether they are included on your statement or not.

1. Write in the Ending Balance shown on this statement:

Step 1 Balance: \$ \_\_\_\_\_

2. List and total all deposits & additions not shown on this statement:

Date	Amount	Date	Amount	Date	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Step 2 Total: \$ \_\_\_\_\_

3. Add Step 2 Total to Step 1 Balance.

Step 3 Total: \$ \_\_\_\_\_

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement.

Check Number or Date	Amount	Check Number or Date	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Step 4 Total: -\$ \_\_\_\_\_

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance: \$ \_\_\_\_\_

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS:** Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.



JPMorgan Chase Bank, N.A. Member FDIC



July 01, 2009 through July 31, 2009

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## SERVICE CHARGE SUMMARY

(continued)

SERVICE FEE CALCULATION	AMOUNT
Service Fee	\$0.00
Service Fee Credit	\$0.00
<b>Net Service Fee</b>	<b>\$0.00</b>
Excessive Transaction Fees (Above )	\$0.00
<b>Total Service Fees</b>	<b>\$0.00</b>





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shall not be considered a waiver of any of the terms of the Agreement or any of our rights. If any terms of this Agreement are found to be unenforceable, all other provisions will remain in full force.

**29. STOPPING PAYMENT ON CHECKS.**

To stop payment on a Check you write, you must call us at the Customer Service number shown on your Statement with all the following information: the exact dollar amount of the Check; the Check number; your Account number; the name of the party to whom the Check was written and the name of the person who signed the Check. We will stop payment on the Check if we receive your stop payment request by the business day before the day we pay your Check. The date we pay the Check may be before the date it posts to your Account. The stop payment order will remain effective for six (6) months. You may write us to cancel the order at any time.

**30. PAYMENT BY PHONE.**

When using the Payment by Phone option through our automated response unit, you authorize us to initiate electronic payments from your designated account at the financial institution you indicate for the purpose of making any payment on your Account.

**30.1. Effective Date of Payment.** Payment will occur on the date that you request.

**30.2. Dishonored Request for Payment.** If a payment is dishonored for any reason, including insufficient funds, we, in accordance with this Agreement, and your financial institution may assess a fee. If a payment is dishonored by your financial institution for "insufficient funds," we may attempt to initiate the electronic payment one more time before deeming the payment unpaid. **You understand that if a payment is dishonored, your Account will be considered due for that payment (if the minimum payment due has not been met), and other payment arrangements will need to be made.**

**30.3. Revocation of a Payment.** You have until 5:00 PM EST the day of the scheduled payment to cancel or revoke that payment.

**30.4. Authorization and Security Procedure.** You agree that the security procedures followed by us to authenticate your consent to a Payment by Phone transaction, although not in writing, are reasonable, and agree to be bound by them as if you had signed this Authorization in writing.

**31. SPECIAL PROMOTIONS.**

From time to time we may offer special promotions under which certain transactions may be charged to your Account subject to the terms stated in the special promotion. The standard terms of this Agreement apply to such special promotions unless we state otherwise in the terms for the special promotion. Any promotional balances remaining unpaid at the end of the promotional period will be subject to the standard terms of this Agreement upon expiration of the promotional period, without further notice.

**32. MERCHANT CARDHOLDER RELATIONSHIP.**

We shall have no liability for merchandise or services purchased by use of any Card or Account. You shall make good-faith efforts to settle any claims or disputes for purchases with the merchant and waive any claim against us for any merchant's or financial institution's refusal to honor any Card or Check. You agree that we will be subrogated to, and you assign to us, all rights against the merchant in any case in which you have disputed a transaction against the merchant and we have elected to credit the Account for the amount alleged to have been in error. You will do whatever is necessary to enable us to exercise those rights and will do nothing to prejudice those rights. We reserve the right to reverse any credits applied.

**33. TELEPHONE MONITORING.**

You consent to and authorize us, any of our affiliates, or our marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies. For any telephone calls or cell phone calls we place to you, you consent and agree that those calls may be automatically dialed and/or use recorded messages.

**FIA Card Services, N.A.**

**BUSINESS CARD  
AGREEMENT**

**Bank of America**



## NOTICE TO INDIVIDUALS LIABLE ON THE ACCOUNT

We may report information about this account to credit bureaus. Late payments, missed payments, or other defaults on this account may be reflected in your credit report. If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write to us at FIA Card Services, Credit Reporting Agencies, P.O. Box 15311, Wilmington, DE 19850-5311. Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete.

This Agreement governs your business credit card account, which may include one or more Cardholder accounts ("Account"). It consists of this document, the "Additional Disclosure" and other documents that we may refer to as part of this Agreement (collectively, "Agreement").

### 1. ACCEPTANCE OF AGREEMENT.

The activation of the Card (as defined herein) or Account, signing of the Card or any sales draft, use of a Check (as defined herein) or other use of the Account shall signify your acceptance of and agreement to all of the terms and conditions of the Agreement and shall create an authenticated record. In this Agreement and in the monthly statements sent to you ("Statement"), the words "you," "your" and "yours" refer to each of the following (i) any company, business organization, sole proprietorship, partnership or any other type of organization, whether incorporated or not, who requests a Card to be issued or Account to be established even if the name of the organization is not embossed on the Card(s) ("Company"); (ii) any Guarantor (as defined herein); (iii) any person properly authorized, either directly or by implication, to use the Card or Account ("Cardholder"); and/or (iv) any person(s) who benefited from use of the Card or Account. The words "FIA Card Services," "us," "our" and "we" mean FIA Card Services, N.A. The words "Card" or "Cards" mean any business credit card issued in connection with the Account. "Check" or "Convenience Check" means a check we provide to you to obtain credit on the Account. Other terms are defined throughout the Agreement.

### 2. LIABILITY.

**2.1. COMPANY AND GUARANTOR.** As acknowledged and agreed to in the written, electronic or verbal application, Company and Guarantor are jointly and severally liable for repayment of all obligations at any time outstanding under this Agreement, or any extension, renewal or modification hereof, regardless of who received the benefit of the Account or to whom a loan was made under the Account.

**2.2. GUARANTOR(S).** Each business owner, authorized officer or other individual who signed, submitted or otherwise authenticated an application for a Card (or in the case of a telephone application, the individual who verbally made the application), or an application for another credit product converted to an Account ["Guarantor(s)"] jointly, separately, and unconditionally agrees to pay us all obligations at any time outstanding under this Agreement, or any extension, renewal or modification hereof. The obligations pursuant to this agreement to pay are independent, and each Guarantor agrees: (i) we may proceed against the Company or another Guarantor; (ii) we may obtain credit reports and provide credit information to others regarding each Guarantor; and (iii) to pay all expenses, including attorney's fees and the allocated cost of in-house counsel, including at trial on appeal, that we incur in enforcing this Agreement. The term "Guarantor" as used in this Agreement is not intended to confer any suretyship rights or defenses. Each Guarantor is separately and primarily liable for all the obligations under this Agreement. A Guarantor remains liable, regardless of any change in employment or sale of the Company until such Guarantor has notified us in writing of such change and a replacement Guarantor satisfactory to us has been approved.

**2.3. RIGHT OF SETOFF.** Company and Guarantor each grants us a security interest and contractual right of offset in and to all deposit accounts now or hereafter maintained by Company or Guarantor (including, without limitation, joint accounts) with Bank of America or any of its affiliates or subsidiaries. Company and Guarantor each agrees and authorizes us to charge, withdraw or set off all sums owed on the Account upon an event of default occurring against the Account, without prior notice or demand. Company and Guarantor each authorizes us to enter into a master control agreement with our affiliates and subsidiaries authorizing, upon the occurrence and continuance of any default under this Agreement, the disposition of funds in any such deposit account to satisfy all liabilities incurred hereunder, without your further consent. This Right of Setoff provision applies to you unless you were given the opportunity to reject this provision and you did so reject it in the manner and timeframe required.

### 3. ARBITRATION AND LITIGATION.

This Arbitration and Litigation provision applies to you unless you were given the opportunity to reject the Arbitration and Litigation provision and you did so reject it in the manner and timeframe required. If you did reject effectively such a provision, you agreed that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your Account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief) shall, upon election by either you or us, be resolved by binding arbitration. The arbitrator shall resolve any Claims, including the applicability of this Arbitration and Litigation Section or the validity of the entire Agreement or any prior Agreement, except for any Claim challenging the validity of the Class Action Waiver, which shall be decided by a court.

In addition, we will not choose to arbitrate an individual Claim that you bring against us in small claims court or an equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to choose arbitration. Arbitration shall take place before a single arbitrator and on an individual basis without resort to any form of class action. Arbitration may be selected at any time unless a judgment has been rendered or the other party would suffer substantial prejudice by the delay in demanding arbitration.

The arbitration shall be conducted by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www.arb-forum.com](http://www.arb-forum.com), or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, administrative and hearing fees which you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. If you file a claim against us, in no event will you be required to reimburse us for any arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction.

Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award. No Claim submitted to arbitration is heard by a jury or may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration (Class Action Waiver). The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from this agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **The Parties acknowledge and agree that under no circumstances will a class action be arbitrated.**

This Arbitration and Litigation Section applies to all Claims now in existence or that may arise in the future. This Arbitration and Litigation Section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you or sale of the debt by us.

For the purposes of this Arbitration and Litigation Section, "we" and "us" means FIA Card Services, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and any purchaser of your account, and all of their officers, directors, employees, agents or assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

**YOU UNDERSTAND AND AGREE THAT IF EITHER YOU OR WE ELECT TO ARBITRATE**

under this Agreement or any other agreement, as and when due (whether upon demand, at maturity or by acceleration);

**15.1.2.** Your death (if an individual);

**15.1.3.** The resignation or withdrawal of any partner or a material owner of Company as determined by us in our sole discretion;

**15.1.4.** The commencement of a proceeding against Company for dissolution or liquidation, the voluntary or involuntary termination or dissolution of Company or the merger or consolidation of Company with or into another entity;

**15.1.5.** The insolvency of, the business failure of, the appointment of a custodian, trustee, liquidator or receiver for or for any of the property of, the assignment for the benefit of creditors by, or the filing of a petition under bankruptcy, insolvency or debtor's relief law or the filing of a petition for any adjustment of indebtedness, composition or extension by or against you;

**15.1.6.** The determination by us that any representation or warranty made to us or to any affiliate or subsidiary of ours by you in any application, agreement or otherwise is or was, when it was made, untrue or materially misleading;

**15.1.7.** Your failure to timely deliver such financial statements, including tax returns, other statements of condition or other information, as we shall request from time to time;

**15.1.8.** The entry of a judgment against you which we deem to be of a material nature, in our sole discretion;

**15.1.9.** The seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property of yours;

**15.1.10.** The determination by us that we are insecure for any reason;

**15.1.11.** The determination by us that a material adverse change has occurred in your financial condition;

**15.1.12.** The determination by us that you fail to meet the credit criteria initially used by us to approve you; or

**15.1.13.** The failure of Company to comply with any law or regulation controlling its operation.

**15.2. Remedies Upon Default.** Whenever there is a default under this Agreement then, without notice:

**15.2.1.** The entire balance outstanding on all Accounts and all other obligations of you to us (however acquired or evidenced) shall, at our option, become immediately due and payable;

**15.2.2.** Any obligation of ours to permit further transactions under this Agreement shall immediately cease and terminate;

**15.2.3.** This Agreement or any Account may be terminated or changed by us; and

**15.2.4.** We may make changes to your Account, including but not limited to, increasing rates, fees or the required Minimum Payment for an Account set up for Minimum Payment.

The foregoing remedies are in addition to (i) any other contractual rights of ours under this Agreement and (ii) other legal rights of ours. Our rights and remedies are cumulative and may be pursued singularly or successively.

## **16. LIMITATION OF DAMAGES.**

IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY NATURE.

## **17. COLLECTION.**

Company, Cardholder and Guarantor agree that if the Account is not paid, Company, Cardholder and any Guarantor will accept calls from us regarding collection of the Account. The calls could be automatically dialed and a recorded message may be played. Company, Cardholder and each Guarantor agree such calls will not be "unsolicited" calls for purposes of local, state or federal law. Where you have provided a cell phone number directly to us, or placed a cell phone call to us, you consent and agree to accept collection calls to your cell phone from us.

## **18. APPLICATION CERTIFICATE.**

You certify that all of the information you provided in your application is correct, and you permit us to confirm that information. You agree to update the information you provided in your application whenever we ask you to. You also agree that your application for the Account and issuance of your Card and/or Checks was subject to our acceptance, and was accepted by us, in Delaware.

## **19. OTHER SERVICES.**

You understand that from time to time third parties may offer you additional features,

services, and enhancements, including, but not limited to, common carrier travel insurance, credit card registration for lost or stolen credit cards, emergency cash service, address change service, and other travel related services. You understand that we are not liable for these features, services, and enhancements, and they are the sole responsibility of the third parties. You agree to hold us harmless from any claims, actions, or damages resulting from your use of any of these features, enhancements, or services, when permitted by applicable law.

## **20. NOTICES AND CHANGES OF NAME, ADDRESS, EMPLOYMENT OR OWNERSHIP.**

You understand that we will send Statements, replacement or renewal Cards, Checks, or other notices at the address shown in our records. You will promptly notify us of any change in your name, address, employment, or Company name, address or ownership. Any notices and/or disclosures sent hereunder by us to one of you shall constitute notice to all of you.

## **21. ACCOUNT INFORMATION.**

You authorize us and our parent, affiliates, and subsidiaries: (1) to obtain such other information deemed necessary concerning the granting and maintaining of your Account, including the obtaining of credit bureau and other reports concerning your credit experience and other information from credit reporting agencies, creditors, and other persons; (2) to release information from our records regarding your Account in order to comply with any properly served subpoena issued by any state or federal agency or court; (3) to share our credit experience on your Account with credit reporting agencies and other creditors we reasonably believe are doing business with you; (4) to provide information about your Account to any of our subsidiaries or affiliates; (5) to share with each other information about you personally and/or your Company contained in your application or obtained from outside sources, provided that you may instruct us to cease sharing with our affiliated companies, your personal information obtained from your application or outside sources by notifying us at [bankofamerica.com/privacy](http://bankofamerica.com/privacy) and entering your information on a secure Web site; calling us toll free at 1.888.341.5000; or contacting your relationship manager or local banking center; (6) to provide Account information to our service providers; (7) to provide Account information to any third party who we reasonably believe is conducting an inquiry in accordance with the Federal Fair Credit Reporting Act; (8) to share Account information including, without limitation, transaction information, with Company; and (9) to share Account information including, without limitation, transaction information, with any program partner of ours whose name, logo, or other mark appears on the Card or Statement, or with any other third party.

## **22. NONTRANSFERABLE.**

Each Card is nontransferable.

## **23. SEVERABILITY.**

The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

## **24. MULTIPLE BANK CARD ACCOUNTS.**

If you have more than one Account with us, this Agreement applies separately to each Account, having the same terms.

## **25. SUCCESSORS AND ASSIGNS.**

You agree that we may at any time assign or transfer to another person your Account, your Account balance, or this Agreement. The persons to whom we transfer or assign your Account, your Account balance, or this Agreement will have all of our rights under this Agreement. You will not assign or transfer, any of your rights or duties under this Agreement, and this Agreement is binding on your successors, heirs and legal representatives and upon anyone to whom you assign your assets or who succeeds to them.

## **26. GOVERNING LAW.**

This Agreement and your Account shall be governed by and interpreted in accordance with Delaware law and the laws of the United States, regardless of where Company is located or where Cardholder uses the Account, and you hereby submit to the jurisdiction of any state or federal court located in Delaware. This Agreement is entered into in Delaware and all credit will be extended by us from Delaware.

## **27. ONE AGREEMENT.**

This Agreement and any other documents or agreements required by this Agreement collectively represent the sum of the understandings and agreements between you and us concerning this credit and replace any prior oral or written agreements between you and us concerning this credit.

## **28. ENFORCEABILITY.**

Any waiver of rights by us must be in writing and signed by one of our authorized representatives. Our delay or failure to strictly enforce any term of the Agreement

**A CLAIM, THIS ARBITRATION SECTION PRECLUDES YOU AND US FROM HAVING A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH COURT, OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS. EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST BE RESOLVED THROUGH ARBITRATION IF YOU OR WE ELECT TO ARBITRATE.**

#### **4. USE OF YOUR ACCOUNT.**

**4.1. Types of Transactions.** You may use your Account for Purchases, Cash Advances and Balance Transfers as described below, unless you have requested or we have required that the particular type of transaction not be permitted. We are not responsible for refusal by any merchant or cash advancing institution to honor a Card or Check.

**4.1.1. Purchases.** Purchase means the use of your Card or Account number to buy or lease goods or services or make online bill payments. Purchase includes Other Fees and Charges and adjustments associated with any Purchase.

**4.1.2. Cash Advances.** Cash Advance means use of a Convenience Check or your Card or Account for the following transactions. Cash Advance includes Cash Advance Fees and Balance Transfer Fees, and adjustments associated with any Cash Advance.

**4.1.2.a. Cash.** Obtain cash from a financial institution or merchant ("Cash Disbursement"); or from an ATM ("ATM Advance"); or via an in-branch electronic transfer of funds initiated by us at your request to a deposit account; or via an online transfer of funds initiated by you (each an "Electronic Cash Transfer").

**4.1.2.b. Check.** If provided, write a Convenience Check for any legal purpose ("Check Advance"). Convenience Checks are provided at our discretion. You may use a Convenience Check like any other check. Convenience Checks paid by us will not be returned to you.

**4.1.2.c. Quasi-Cash.** Purchase money orders, travelers checks, foreign currency, lottery tickets, casino chips, racetrack wagers, vouchers redeemable for cash or other items readily convertible into cash ("Quasi Cash").

**4.1.2.d. Overdraft Protection.** Transfer funds from your Account to your Bank of America checking account for overdraft protection ("Overdraft Protection"), if you are approved for Overdraft Protection. Requests to link your Bank of America checking account to your Account for Overdraft Protection are subject to our approval. If you are approved for Overdraft Protection, we may transfer funds from your Account to cover any overdraft in multiples of \$100, as long as your Account has sufficient credit and cash availability and you are not in default under this Agreement. We shall not be obligated to make, but may make a transfer that would result in your Account being over the Cash and Credit Limits. You acknowledge and agree that any person authorized to transact business on the checking account may access your Account for Overdraft Protection coverage. We may terminate the Overdraft Protection feature at any time upon notice to you, except that termination shall be automatic and without notice if (i) you are in default under this Agreement; or (ii) the checking account or business credit card Account is blocked or suspended from use, is closed or converted to another account.

**4.1.3. Balance Transfers.** Balance Transfer means a transfer of funds to another creditor initiated by us at your request via special Balance Transfer Checks, online or telephone. Balance Transfers also include: (a) non-promotional Balance Transfer initiated by you via Online Banking or via EZBT; (b) non-promotional telephone transfer of funds to a deposit account ("ACH") or to another creditor ("EBT"). However, promotional transfers of funds via special Checks, a telephone ACH or EBT, EZBT, or online initiated by you shall be subject to the Purchase Rate in effect when such promotional periods end.

#### **4.2. LIMITATIONS ON USE.**

**4.2.1. General.** In addition to any other contractual or legal restrictions, use of the Account is limited as described below. The Account is a business account and should be used for business purposes only. Transactions on this Account may not be used to make a payment on

any account you may have with us or our affiliates.

**4.2.2. Legal Transactions.** You will only use your Account for transactions that are legal where you reside. For example, Internet gambling transactions may be illegal in your state. Display of a payment card logo by an online merchant does not mean that an Internet transaction is legal where you reside. We will not be liable if you engage in an illegal transaction.

**4.2.3. Credit Limit.** We may establish a credit limit for individual Cardholder Accounts ("Cardholder Limit") and, if applicable, a separate Company credit limit for all Accounts ("Company Limit") under this Agreement. The amount of the Cardholder Limit and Company Limit that may be used for Cash Advances ("Cash Limit") may be limited. Individual Cardholders should call us for their current Cash Limit. We may increase or decrease the Cash Limit, Cardholder Limit or Company Limit as we deem appropriate from time to time. Your initial Cardholder Limit is shown on the folded mailer containing your Card(s). Your Cardholder Limit will also appear on your statement. The Company Limit is disclosed on the Company statement. You understand that your Cardholder Limit is the maximum amount of credit that you can have outstanding on your Account at any time, that the Cash Limit is the maximum amount of the Cardholder Limit which may be used for Cash Advances, and that any Company Limit is the maximum amount of credit that all Accounts can have outstanding at any time. You agree not to incur debt which would cause the Cardholder Limit, Cash Limit or Company Limit to be exceeded. If you make a credit request that would exceed the applicable limitation, we in our sole discretion, can approve or deny the credit request. If such a request is honored, we may demand payment of the excess amount and if demanded, you will immediately repay excess amount.

**4.2.4. Authorizations/Transaction Review.** We may limit the number of authorizations we give in a day. We may deny an authorization or a transaction if you are in default (as defined in Section 15), if we suspect fraudulent activity, or for other reasons. We review our Accounts on an ongoing basis and may take certain actions necessary to decrease risk of default by customers who no longer meet our credit criteria. These actions may include closing an account, refusing to authorize new transactions, and/or decreasing the credit limit. We assess risk of default by looking at a variety of factors such as a customer's payment and transaction history with us, and information we receive from third parties including credit reporting agencies. We are not liable for any failure to authorize a transaction or for any failure of a merchant, financial institution, or ATM to honor a Card. You are liable for any transaction we authorize even if we should not have authorized it because you are or would be in default as a result of the transaction.

**4.2.5. Unpaid Checks.** We may reject and return unpaid a Check for any reason including, but not limited to:

**4.2.5.a.** The Cardholder Limit, Company Limit, or Cash Limit has been or would be exceeded by paying the Check at the time it is presented to us;

**4.2.5.b.** The Check is post-dated. If a post-dated Check is paid, resulting in another check being returned or not paid, we are not responsible;

**4.2.5.c.** The date of the Check is more than 6 months old;

**4.2.5.d.** The Account is closed or suspended;

**4.2.5.e.** You are in default or would be so if we paid the Check; or

**4.2.5.f.** Your signature or the payee's name or endorsement is missing on the Check, or the Check appears altered.

**4.2.6.** If we pay any Check under any condition, you must pay us the amount of the Check plus applicable fees and charges, unless such liability is precluded by law.

#### **5. FINANCE CHARGES.**

You agree to pay Finance Charges on the Account as explained below:

**5.1 Grace Period and Finance Charge Accrual.** Your payment due date will be at least 20 days from your Statement's closing date. "Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. We give you a Grace Period on certain Purchases in the following instances. Finance charges will accrue on previous Purchases only if either of the two prior statement's



tomated Teller Machines, you understand and agree that the payments may not be credited to your Account for up to five (5) business days.

**7.2.4. Payment in Foreign Currency.** If we accept your payment in foreign currency, we may charge you an amount as shown on the Additional Disclosure as a fee for processing your payment. Payments in foreign currency accepted by us will be converted to U.S. currency as of the date of posting to your Account. We will then send the item for collection. On the date of our credit for collection of the item, we will make an adjustment to your Account for the actual conversion rate. If your Account is debited for overcredit of the payment, the overcredit will be treated as a Cash Advance from the date of credit and we will charge you a Finance Charge on that amount. If within a reasonable period of time, but in no event greater than 45 days, we do not receive credit for collection of the item, we may debit your Account for the full amount of credit previously given, and charge you a Finance Charge from the date of the transaction.

**7.2.5. Irregular Payments.** We may accept late payments, partial payments or checks and money orders marked "payment in full," and you understand that we will not lose any rights under this Agreement if such irregular payments are accepted.

**7.2.6. Prepayment of Minimum Payment.** If your Account is set up for Minimum Payment, we may allow you to prepay your Minimum Payment subject to certain conditions which we, in our sole discretion, will determine from time to time. If we allow for the prepayment and you pay more than a Minimum Payment for a billing cycle, the amount in excess of the Minimum Payment will be applied to and will reduce the next Minimum Payment for up to three consecutive billing cycles. After the prepayment period ends, the next required Minimum Payment will be due. Finance Charges will continue to accrue on the unpaid balance during any prepayment period.

**7.2.7. Allocation of Payments.** In accordance with applicable law, we will choose the order in which any payment is applied to your Account. We apply your payment to amounts outstanding on your Account, including but not limited to fees and finance charges, before any Purchases, Balance Transfers, and/or Cash Advances. In applying your payment to any outstanding balance of Purchases, Balance Transfers, and/or Cash Advances, we apply your payment to each such balance outstanding at the lowest Annual Percentage Rate until it is paid in full before allocating any payment to any other such balance outstanding on your Account. The order of applying payments that we choose may increase the amount of Finance Charges on your account.

## **8. PROHIBITED TRANSACTIONS.**

You agree not to use your Account to purchase or carry margin stock (as defined in Federal Reserve Board regulations) if any indebtedness owed to us, Bank of America or an affiliate is currently or in the future secured by margin stock.

## **9. INTERNATIONAL TRANSACTIONS/FEES.**

International Transaction means any transaction made in a foreign currency or that is made or processed outside of the United States even if you pay in U.S. dollars. International Transactions include, for example, online purchases from foreign merchants. If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate, or (ii) a government-mandated rate. We add a 3% fee to the U.S. dollar amount of any such transaction (the "International Transaction Fee"). The International Transaction Fee will be added to the Purchase balance of the Account.

## **10. CHANGE IN TERMS.**

We may amend this Agreement by changing, adding or deleting any term, condition, service or feature ("New Term") of your Account or of this Agreement at any time and without notice, unless notice is required by applicable law. Unless we state otherwise, any New Term shall apply to your Account's unpaid balance and to new activity on your Account.

## **11. CREDITS.**

Any refund, adjustment or credit allowed by a merchant will be by a credit advice to us, which will be shown as a credit on your Statement.

## **12. UNAUTHORIZED USE AND OTHER IRREGULARITIES.**

"Unauthorized Use" means use of the Account, Card, or Checks by a person (i) who is not a Cardholder; (ii) who does not have actual, implied or apparent authority to use the Account, Card or Checks; and (iii) whose use does not result in a direct or indirect benefit for Company or a Cardholder.

**12.1. Prompt Review of Statements; Reporting of Unauthorized Use.** If your Card or Checks are lost or stolen or if there is possible Unauthorized Use, you agree to notify us promptly by calling the number indicated for such purpose on the Statement. You agree to promptly review Statements and notify us of any possible Unauthorized Use or other irregularity at the telephone number or address indicated for such purpose on the Statement. You agree to report any possible Unauthorized Use or other irregularity promptly, and in no event later than **sixty (60) days** after the Statement was received or otherwise made available to you. You will be deemed to have received a Statement five (5) business days after its date, absent proof of an earlier or later actual delivery date. If you fail to notify us of possible Unauthorized Use or other irregularity in the manner and within the timeframe required, all charges will be deemed to be valid and authorized. You agree to assist us in determining the facts and circumstances relating to any claim of Unauthorized Use, which may include the completion of our form of affidavit.

**12.2. Liability for Unauthorized Use.** You will not be liable for any Unauthorized Use that occurs after we are notified orally or in writing. If fewer than ten (10) Cards are issued, your liability for Unauthorized Use that occurs prior to our receipt of notification will not exceed \$50.00 provided that you notify us of the possible Unauthorized Use in the timeframe and manner required by this Agreement and otherwise comply with the terms of Section 12 hereof. If ten (10) or more Cards are issued, Company shall be strictly liable for any Unauthorized Use that occurs prior to our receipt of notification of Unauthorized Use.

**12.3. Waiver of Right to Recover From Us.** Failure to report possible Unauthorized Use or other irregularity as required by Section 12.1 above shall preclude you from recovering any amounts from us related to such Unauthorized Use or other irregularity. In addition, by law we may be relieved of any potential liability for multiple Unauthorized Use by the same wrongdoer if you do not notify us within thirty (30) days after the Statement containing the first such irregularity was received or otherwise made available to you. No legal proceeding or action shall be brought by you against us to recover any amount alleged to have been improperly charged to the Account due to Unauthorized Use or other defect unless (a) you have given the notice in accordance with the requirements of Section 12.1 above, and (b) such action shall have been commenced within one (1) year after the Statement containing such defect was made available to you. Notwithstanding the above, if ten (10) or more Cards are issued, Company shall be strictly liable for any Unauthorized Use of the Card or Account prior to our receipt of notification of such Unauthorized Use.

## **13. SUSPENSION.**

We have the right at our sole discretion to suspend the making of a loan or the use of your Account under this Agreement for any reason regardless of whether you receive notice of the suspension. For example, we may restrict access to your Account to defend against possible fraud or refuse to honor a transaction because of a credit risk or other reason. You will continue to be bound to pay the balance of your Account under the terms of this Agreement and, until paid, you will be liable for all Finance Charges and Other Fees and Charges imposed on your Account.

## **14. TERMINATION.**

We shall not be under any obligation to make additional extensions of credit. Each Card may be repossessed by us at any time, with or without notice. Upon termination, you will return to us immediately any unused Checks and your Card(s), which you will have cut in half. However, unless you are in default (in which case the entire balance owed is immediately due and payable), you will continue to be bound to pay the balance of your Account under the terms of this Agreement, and until paid, you will be liable for all Finance Charges and Other Fees and Charges imposed on your Account. Termination will not affect the terms of this Agreement, including any security interest securing the advances under this Agreement, until all obligations to us under this Agreement have been satisfied. You will make your best effort to retrieve and return all cards issued for your account upon termination. Failure to return all of the cards will continue your obligation for any new charges.

## **15. DEFAULT.**

**15.1. Events of Default.** The following are events of default hereunder:

**15.1.1.** The failure to pay or perform any obligation, liability or indebtedness to us, or to any affiliate or subsidiary of ours, whether

new balance totals, if any, are not paid in full by their respective Payment Due Dates. When applicable, finance charges on each Purchase accrue daily from the transaction date until the date each Purchase is completely repaid according to the payment allocation method then in effect. There is no Grace Period on Cash Advances or Balance Transfers. There is no Grace Period for a promotional balance that posts as a Purchase after a promotional period ends. There is no Grace Period for a returned payment amount or any other re-credit amount that posts as a Purchase. Finance charges on each Cash Advance or Balance Transfer accrue daily from the transaction date until the date each Cash Advance or Balance Transfer is completely repaid according to the payment allocation method then in effect.

**5.2. Periodic Rate Finance Charge Calculation.** For each day in the billing cycle, we take your beginning balance, add any new transactions or other debits, and subtract any payments or other credits. This gives us that day's Daily Balance. We multiply this Daily Balance by the Daily Periodic Rate to get your Periodic Rate Finance Charges for that day. We add these Periodic Rate Finance Charges to your Daily Balance to get the beginning balance for the next day. To get your total Periodic Rate Finance Charges for that billing cycle, we add all the Daily Periodic Rate Finance Charges and round the sum to the next highest cent. This amount is also equal to the Average Daily Balance multiplied by the Daily Periodic Rate and then multiplied by the number of days in the billing cycle. To determine the Average Daily Balance, we add all your Daily Balances and divide by the number of days in the billing cycle. We do this calculation separately for each feature such as Purchases, Cash Advances, Promotional Balances or Balance Transfers. Periodic Rate Finance Charges begin to accrue from the transaction date.

**5.3. Periodic Rates and Annual Percentage Rates.**

**5.3.1. Rates.** The Daily Periodic Rates and the corresponding Annual Percentage Rates for your Account are listed on the Additional Disclosure. All Cardholder accounts under your Account shall be subject to the same Rates disclosed in the Additional Disclosure. The Daily Periodic Rate is the corresponding Annual Percentage Rate divided by 365 rounded to the next highest hundred thousandth of a percentage point. If the sixth decimal place is a number other than zero, the DPR will be rounded up to the next highest hundred thousandth of a percentage point.

**5.3.2. Variable Rate Information.** One or more of the APRs described on your Additional Disclosure may vary with changes in the Prime Rate. All such variable APRs are determined by adding the appropriate Margin, as set forth on your Additional Disclosure, to the Index. The Margin is the percentage that we add to the Index to calculate your APRs. The Index is determined on the last business day of each month and is the highest prime rate published in the Money Rates section of *The Wall Street Journal* at any time within the immediately preceding three calendar months, including the month in which the Index was determined (the "Determination Date(s)"). This rate does not necessarily represent the lowest prime rate, or Bank of America's or FIA Card Services' lowest rate. The variable Periodic Rates and corresponding Annual Percentage Rates will increase if the Index increases and decrease if the Index decreases. All rate changes take effect on the first day of the billing cycle that ends in the calendar month following the most recent Determination Date. An increase to your Periodic Rate and the corresponding Annual Percentage Rate will increase the amount of Finance Charges on your Account and may also increase your Minimum Payment Due.

**5.4. Minimum Purchase Finance Charge.** Whenever the Purchase balance is subject to a periodic Finance Charge, we will charge the greater of that periodic Finance Charge or the Minimum Finance Charge for Purchases shown in the Additional Disclosure.

**5.5. Cash Advance and Balance Transfer Fees.** For each Cash Advance or each Balance Transfer, we will charge the Cash Advance Fee or Balance Transfer Fee shown on the Additional Disclosure, rounded to the next highest cent, and add the Fee to the Cash Advance balance on the transaction date. A promotional offer will also incur a Fee unless we state a different Fee in our offer.

**6. OTHER FEES AND CHARGES.**

**6.1. Types of Other Fees and Charges.** We will charge the following fees and other charges:

**6.1.1. Annual Fee.** If an Annual Fee applies to your Account, it will be billed each year, including after the Account has been closed until the outstanding balance on the closed Account has been fully paid. The annual

fee is non-refundable.

**6.1.2. Late Payment Fee.** A Late Payment Fee if we do not receive at least the Minimum Payment Due by its Payment Due Date.

**6.1.3. Overlimit Fee.** An Overlimit Fee if your Account exceeds the Cardholder Limit at any time during a billing cycle or, if applicable, Company's total outstanding balance exceeds the Company Limit at any time during a billing cycle.

**6.1.4. Returned Payment Fee.** A Returned Payment Fee for any payment on your Account that is returned to us unpaid.

**6.1.5. Stop Payment Fee.** A Stop Payment Fee for any request made to stop payment on a Check unless we have posted the Check to your Account before your request.

**6.1.6. Copy Charge.** A Copy Charge for a Statement, sales draft, Check, or other record of your Account, plus applicable state sales tax.

**6.1.7. Processing of Payments Not Made in U.S. Dollars.** A Processing Fee for processing each payment not made in U.S. Dollars.

**6.1.8. Overnight Delivery of Cards.** An Overnight Delivery Fee for each expedited delivery of a Card, excluding replacement of lost or stolen cards and expedited delivery undertaken solely at our option.

**6.1.9. Research Fee.** A Research Fee if we have to research our records for you.

**6.1.10. Card Recovery.** A Card Recovery Fee if you continue to use your Account after notice of cancellation, and we pay a card recovery fee to a third party for recovery of the Card.

**6.1.11. Collection Costs and Attorney's Fees.** To the extent not prohibited by law, if you are in default, you will pay our collection costs, attorney fees (including allocated costs for attorneys who are employed by us), court costs, arbitration costs, and all other expenses of enforcing our rights under this Agreement.

**6.1.12. Miscellaneous Charges.** You agree to pay any other amount incident to the application for and the opening, administration, and termination of your Account, including, but not limited to, taxes and any penalties or interest thereon, imposed on this Agreement or on any transaction effected pursuant to this Agreement. We may advance any such tax, and any penalty or interest thereon.

**6.2. Amount of Other Fees and Charges.** Except for the fees and charges described in Subsections 6.1.10, 6.1.11, and 6.1.12 above, the amount of Other Fees and Charges are listed on the Additional Disclosure. The Other Fees and Charges are added to the Purchase balance of the Account on the date they are assessed.

**7. PAYMENTS.**

You agree to pay us for all credit extended on the Account as well as any Finance Charges, Other Fees and Charges, and expenses as provided in this Agreement. Payment shall be made in accordance with the following terms:

**7.1. Statement.** Each month that you have an outstanding balance on your Account, on a date selected by us, we will provide a Statement as of the closing date of your billing cycle for that month. The Statement, which will indicate the New Balance of your Account, the amount to be paid, and the Payment Due Date for receipt of payment, will be sent to you at the address you provided. Such person's name and address may be that of an individual Cardholder or another person and location as specified by you. Statements may not (at our option) be sent after an Account is in Default.

**7.2. Monthly Payments.**

**7.2.1. Accounts Set Up for Minimum Payments.** You must pay at least the Minimum Payment by the Payment Due Date shown on your Statement. The calculation of the Minimum Payment is shown on the Additional Disclosure. At any time you may pay the outstanding balance of your Account.

**7.2.2. Accounts Set Up for Payment in Full.** Each month you will pay in full the New Balance shown on your Statement by the Payment Due Date.

**7.2.3. Location.** You agree to pay all payments by check or money order. The check or money order shall be drawn in U.S. dollars and payable through a U.S. financial institution. You agree to include the remittance portion of your Statement with each payment and to make all payments at the location specified on your Statement. You understand that if payments are received by us at any other location or in any other form, we may, in our sole discretion, accept such payments. If such payments are accepted, including payments received from Bank of America bank branches and Bank of America 24-Hour Banking Au-