

**Account Access and Payment.** You and anyone you authorize may access your Account (a) by the internet through a link on a merchant's or a transaction aggregator's website, (b) in person at a merchant's place of business, or (c) by telephone, mail or courier services to a merchant's place of business. You agree that a signature is not necessary for any transaction and that Corporate Billing may rely on entry of a correct password or any request in person or by telephone, mail or courier service to process a transaction. In addition to paying a merchant for your purchases made using your Account we may also make advances for payment to a merchant to satisfy any balance on an account you may owe merchant. You shall pay in full the balance due on your Account on or before the payment due date identified on your monthly statements. Subject to all the terms and conditions of this Agreement, we will pay the amounts you owe each merchant for purchases. Your repayment obligations will be owed to us and not to the merchant. Some merchants may not honor your Account. We are not liable if a merchant refuses to honor your Account, if any inventory or service obtained through a transaction is defective or unsatisfactory or if we do not approve a transaction for any reason. For security reasons, transactions made above a certain dollar amount may require authorization before the transaction is approved and we may limit the number of transactions you make in one day. You will not use your Account for illegal transactions, and we may deny a transaction because we suspect it may be illegal or high risk without liability to you. You represent and warrant every time you conduct a transaction on your Account that the transaction is an original, genuine, bona fide, valid, and legally binding obligation and enforceable as against you in accordance with the terms thereof.

**Monthly Statement.** After the close of a monthly billing cycle at the end of which your Account has a debit balance, we will, at your option, mail by U.S. mail or e-mail a monthly statement that will show the outstanding balance at the beginning of the billing cycle; the amount and date of each charge posted during the billing cycle; the amount and date of each charge posted before the billing cycle that has not yet been paid in full; the amount and date of other credits during the billing cycle; the amount of any fees (including, but not limited to, the greater of \$25 or the actual charge by our bank for the return of any unpaid or dishonored check) imposed during the billing cycle; and the new balance. If you fail to report any exception to your monthly statement within sixty (60) days of receipt, we will not be liable for the exception. Errors in posting, addition, subtraction, or calculation are subject to correction at any time.

**Confidential Information.** You agree that we may transmit confidential information, including without limitation password confirmations, to the current address in our records for you, or to the e-mail address you have provided, whether or not that address includes a designation for delivery to the attention of any particular individual (and we are not liable if such properly addressed information is intercepted at any time by an unauthorized person).

**Account Limits.** We will establish your account limit and transaction limit and may update them from time to time in our discretion. You promise to keep the outstanding amount of transactions within these limits. We may demand immediate payment of any amount by which transactions exceed the account limit. If you request any transaction that, if granted, would result in your total transactions exceeding the account limit, we may (i) honor the request without permanently raising the account limit, (ii) honor the request and treat the amount in excess of the account limit as immediately due, or (iii) refuse to honor the request. If we have previously honored requests for transactions over the account limit, it does not mean that we will honor further over-limit requests. We may re-evaluate your financial condition and credit standing at any time to determine whether to renew your Account.

**Notifications.** You will notify us promptly in writing (i) if you suspect someone has or may attempt to use your Account without your permission, (ii) of any change in e-mail address, mailing address or principal place of business; or (iii) of withdrawal or cancellation of permission of an authorized person to use your Account. In case of errors or questions about your Account, or in the event you need to contact us, you should, as soon as possible, contact us using the contact information shown on the front of this Agreement.

**Payments and Disputes.** All payments must be made in cash or by checks drawn on accounts located in either the United States or Canada, in either case in the currency used in the invoice. If you pay in a different currency from that used in the invoice, you will be liable for the cost of converting your payment into the currency used in the invoice. We may accept late or partial payments, and payments that are marked with restrictive endorsements, such as payment in full, without waiving or losing any of our rights and such restrictive endorsement shall be void and have no effect. If we receive payment by post-dated check we may deposit the check and shall have no liability if the check is posted prior to the date which appears on the check. Payments received at other than the address shown on the front of the monthly statement may be subject to a delay in crediting of up to five (5) days after the date of receipt. No payment shall operate as an accord and satisfaction without us providing prior written approval. You will address any dispute or issue with the inventory or service you purchase directly with the merchant; your obligation to pay us is unconditional.

**Passwords.** You agree that the use of passwords and identification procedures are commercially reasonable security procedures under applicable law. You are responsible if you or anyone you authorize permits another person to use your password or to access your Account in any manner. You agree to cease using your Account and to notify us in writing and immediately at 256-584-3600 or the telephone number shown on your monthly statement if you believe that your password has been lost or stolen or that your Account has been or may be accessed without your authorization. Do not use your Account after so notifying us. You will not be liable for unauthorized use of the Account that occurs after you notify us. We may suspend, terminate or limit your use of the Account without notice to you if we have been notified or have determined that there may be unauthorized access to the Account. You agree to assist us in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of the Account and to comply with such procedures as we may require in connection with our investigation. If your access to the Account is blocked or if you forget your password, you may contact us at 256-584-3600 or at the number provided in the monthly statement. We may issue you a new password or change its hold on your Account, although it may not be available for use of the Account for several days.

**Change in Terms.** We may change the terms of your Account at any time. If you do not agree to any change in terms, you must terminate your use of your Account and repay any outstanding balance according to the old terms within 30 days. By using your Account after any such change, you agree to that change. Unless you notify us otherwise, you agree that we may send notice of changes of terms in electronic form. You may terminate your Account at any time by calling or writing us. You must notify us at least 30 days prior to the date on which You wish to have your Account terminated. We may cancel all scheduled transactions on your Account as soon as practicable upon receipt of notice of termination from you. Upon termination you must repay any outstanding balance due within 30 days.

**Events of Default.** At our option, the occurrence of any of the following events shall constitute an Event of Default: your Account balance exceeds your account limit, you fail to make a payment when required, you fail to abide by the terms of this Agreement, you misrepresent any material fact, the

ownership or control of your business changes, you sell all or substantially all of your assets, any of your property is the subject of an attachment, execution or levy, any proceeding, voluntary or involuntary, respecting you is commenced pursuant to any statute relating to bankruptcy, insolvency, reorganization of debts, liquidation, winding up or dissolution; any receiver, receiver and manager, trustee, sequesteror, custodian or liquidator or person with similar powers, is appointed, judicially or extra-judicially, for you or any of your assets or property; if you are a natural person, you die or are declared legally incompetent or are imprisoned; or, if you are a business organization or other entity: (i) such entity dissolves or otherwise ceases to operate; (ii) such entity is a party to an amalgamation, merger or other reorganization; (iii) such entity sells or otherwise transfers all or substantially all of its assets; (iv) such entity fails to maintain good standing in all states, provinces and other jurisdictions in which it does business. Upon the happening of any one or more of such Events of Default, we may terminate your Account privileges without prior notice to you. In addition, at our option, all amounts you owe under this Agreement shall immediately become due and payable with or without notice or demand, and you agree to pay all amounts owing under this Agreement in full immediately. We do not have to notify you, demand payment or furnish you any further monthly statements in order to exercise the above rights unless required by law. You agree that we may delay enforcing any of our rights under this Agreement without losing them. The fact that we waive our rights in one instance shall not mean that we will waive them in other instances. You shall pay all reasonable costs of collecting amounts you owe us, including reasonable attorneys' fees, expenses and court costs.

**Severability.** If any provision of this Agreement is found to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT-** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an Account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**Exclusion of Warranties; Limitation of Liability.** YOUR ACCOUNT IS PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE MAKE NO REPRESENTATION OR WARRANTY THAT YOUR ACCOUNT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT ACCESS TO IT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARMS, INJURIES, CLAIMS OR DAMAGES, WHETHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES AND EXPENSES) CAUSED BY OR ARISING FROM THE USE OF YOUR ACCOUNT, YOUR BREACH OF THIS AGREEMENT AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

**Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the internal laws of the State of Alabama (if your primary place of business is located in the United States) or the Province of Ontario (if your primary place of business is located in Canada). Any action between the parties shall, if we so elect, be instituted in the federal or state courts covering Morgan County, Alabama (the Acceptable Forums). Each party irrevocably submits to the jurisdiction of the Acceptable Forums, and waives all attempts to transfer to any other forums.

**JURY TRIAL WAIVER.** The parties hereto voluntarily and knowingly waive any right to a jury trial with respect to such controversy arising out of or relating to this Agreement or your Account to the fullest extent allowed by law, whether sounding in contract, tort or otherwise.

**General.** This Agreement is effective only upon our approval of the Account in Alabama. The remedies provided are cumulative and are not exclusive of any remedies provided by law or in equity. The Account has been applied for, considered, approved and issued in Alabama and all extensions of credit under this Agreement are being made by us from the State of Alabama. We may assign or transfer the Account to another entity, bank or person. You may not transfer or assign the Account. You agree to be bound by operating rules and regulations imposed by any networks or clearinghouses in which we participate and/or which processes transactions. Such rules and regulations constitute a part of this Agreement. This Agreement constitutes the entire agreement between you and us regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous agreements and understandings, verbal or written, express or implied, relating to the subject matter hereof.

**Language of Documentation.** It is the express wish of the parties that this Agreement and all documents, notices, waivers, consents and other communications, written or otherwise, between the parties under or in connection with this Agreement be in the English language. Les parties aux te convention et, tous les documents, avis, renonciations, nsementements et autres communications, écrits ou autrement,