



Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>13.24% to 19.24%</b> when you open your account, based on your creditworthiness.  This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>13.24% to 19.24%</b> when you open your account, based on your creditworthiness.  This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>21.00%</b>
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.

Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Balance Transfer: Either <b>\$10</b> or <b>3%</b> of the amount of each transfer, which ever is greater.</li> <li>• Cash Advance: Either <b>\$10</b> or <b>4%</b> of the amount of each cash advance, which ever is greater.</li> <li>• Foreign Transaction: <b>1.5%</b> of each transaction in U.S. dollars.</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Payment: <b>\$25</b>, if your New Balance is less than \$500 and you do not pay at least the Minimum Payment by its due date; or <b>\$35</b>, if your New Balance is \$500 or more and you do not pay at least the Minimum Payment by its due date.</li> <li>• Returned Payment: <b>\$35</b></li> <li>• Over-the-credit limit: <b>\$35</b></li> </ul>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)."

**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 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.

**Terms and Conditions:** You are applying for a credit card account provided by Pinnacle Bank, Nashville, TN, doing business as Apex Cardmember Services ("we," "us," and "our"). The words "you" and "your" mean each entity and person, individually and together, applying for the Business Card Account as the Company, a co-applicant for the Business Card Account with the Company, or a personal guarantor of the Business Card Account, that agrees to be liable for the Business Card Account and comply with the Business Cardmember Agreement, as amended from time to time. By applying, you certify and agree that:

- You are, if applying as an individual, at least 18 years old (or at least 19, if a Nebraska or Alabama resident);
- You and your duly appointed Authorized Company Representative received, read, and agree to all terms and conditions provided with this application;
- All information and documents provided with your application is true, correct, and complete and we may rely on it;
- You are asking us to issue credit cards for account access to your Authorized Company Representative and each Authorized User designated by any of you or an Authorized Company Representative;
- You agree to be responsible, individually and together, for Account use by any of you and any Authorized User;

- You and your Authorized Company Representative will read the Business Cardmember Agreement and its Account Opening Disclosures carefully before you use or allow anyone else to use any Business Card Account we may provide;
- We are allowed to verify your employment, income, address, liabilities, assets, and all other information about you with financial institutions, credit reporting agencies, employers, government agencies, and other third parties; and
- We are authorized to use and disclose information about you, this application and any Business Card Account we provide for our everyday business purposes, to the extent permitted by applicable law, including information we share about you and the Business Card Account with credit reporting agencies, with our service providers, and with other financial institutions and merchants to maintain and provide your Business Card Account.

You agree that we may obtain credit reports about you to review this application, and, if we open a credit card account for you, that we may obtain credit reports about you in the future to review, update, renew, collect, and service your credit card account and for other purposes permitted by law. We will, if you request, tell you whether we obtained a credit report about you and tell you the name and address of any credit reporting agency that provided the report.

If we open a credit card account for you, you understand and agree that you will be subject to all terms and conditions described in our Business Cardmember Agreement, as amended from time to time, including but not limited to its terms related to account payments, rates and fees, change in terms, and arbitration. You understand and agree that this Business Cardmember Agreement becomes effective the first time any of you or any Authorized User activates a Card or uses the Account in any way. You understand and agree that we may change the Business Cardmember Agreement and the rates, fees, and terms of your Business Card Account as allowed by law and the Business Cardmember Agreement, after we give any notice and wait any time period that the law may require.

**Consent for Communications:** By applying and providing your telephone number(s) and email address(es), you expressly authorize us and our agents and service providers to use any available written, electronic, or verbal means of contacting you for any purpose related to the servicing and collection of your accounts with us, for surveys and research, and for any other informational purpose related to your accounts with us (each, a "Communication"). You agree this authorization for Communications includes, but is not limited to, our use of manual calling methods, prerecorded or artificial voice messages, text messages, e-mail messages, and/or automatic telephone dialing systems. You agree that we and our agents and service providers may contact you for these Communications using any e-mail address or telephone number you provide, including a number for a cellular telephone or other wireless device, regardless of any charges you may incur as a result. We will not charge you for making a Communication, but your service provider may. You agree that we and our agents and service providers may monitor and record telephone calls about your credit card account to assure service quality or for other legitimate business reasons. You understand and agree that we and our agents and service providers may always communicate with you in any manner permitted by law that does not require your prior consent.

**Notice of Negative Information Furnishing:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Notice to California Residents:** An applicant, if married, may apply for a separate account. After credit approval, the Primary Applicant and any Co-Applicant shall each have the right to use the account to the extent of any established credit limit and each may be liable for all credit extended under the account.

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Notice to New York Residents:** You may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods.

NY State Dept of Financial Services: 1-800-342-3736 <http://www.dfs.ny.gov/consumer/creditdebt.htm>.

**Notice to Married Wisconsin Residents:** Wisconsin law provides that no agreement, unilateral statement or court decree relative to marital property shall adversely affect a creditor's interest, unless prior to the time credit is granted the creditor is furnished a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision. If any or both of you are married Wisconsin residents, each of you agree to provide us with your spouse's name and address at the following address within five (5) days of your application, so we can provide your spouse(s) with any notice required by Wisconsin law: Apex Cardmember Services, P.O. Box 332509, Murfreesboro, TN 37133.