

RESOLUTION 2017-49

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PINNACLE BANK GOVERNMENTAL CERTIFICATE, AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PINNACLE BANK CORPORATE PURCHASING CARD APPLICATION

WHEREAS, the City issued (a) on February 3, 2017 Purchasing Office Solicitation No. 2017-011, a request for proposals for comprehensive banking services, including general banking, lockbox processing, and purchasing cards, (b) on February 23, 2017 Addendum No. 1 to Purchasing Office Solicitation No. 2017-011, and (c) on March 1, 2017 Addendum No. 2 to Purchasing Office Solicitation No. 2017-011; and

WHEREAS, at its meeting on April 25, 2017, the Board of Mayor and Aldermen voted to award comprehensive banking services, including general banking, lockbox processing, and purchasing cards, to Pinnacle Bank of Nashville, Tennessee for a term of award of one (1) year, to be effective July 1, 2017, with four (4) one-year options to extend the term of award thereafter; and

WHEREAS, pursuant to authority previously granted by the Board of Mayor and Aldermen, a Procurement Agreement (City Contract No. 2017-0088) with Pinnacle Bank for general banking, lockbox processing, and purchasing card services was executed for the City by the City Administrator and, on May 23, 2017, reported to the Board of Mayor and Aldermen; and

WHEREAS, Pinnacle Bank subsequently presented the City with a Governmental Certificate and has requested it be executed by the City; and

WHEREAS, Pinnacle Bank subsequently presented the City with an application for corporate purchasing card and has requested that the City's Board of Mayor and Aldermen, by resolution, name the individual authorized to execute said application on behalf of the City.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

Section 1. The Pinnacle Bank Governmental Certificate, attached as Exhibit A hereto, is hereby approved.

Section 2. The Mayor is hereby authorized to execute the Pinnacle Bank Governmental Certificate attached as Exhibit A hereto.

Section 3. The City Administrator is hereby authorized to execute the Pinnacle Bank Corporate Purchasing Card Application (City Contract No. 2017-0141), a redacted version of which is attached as Exhibit B hereto.

Adopted this ____ day of _____, 2018.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
Eric S. Stuckey, City Administrator/Recorder

BY: _____
Dr. Ken Moore, Mayor

APPROVED AS TO FORM BY:

Tiffani Pope, Staff Attorney

GOVERNMENTAL CERTIFICATE

Entity: City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Lender: Pinnacle Bank
Cool Springs - Carothers Pkwy Office
7040 Carothers Parkway
Franklin, TN 37067

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ENTITY'S EXISTENCE. The complete and correct name of the governmental entity is City of Franklin ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Tennessee. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 109 3rd Avenue South, Franklin, TN 37064. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

CERTIFICATES ADOPTED. At a meeting of the appropriate governing body of the Entity, duly called and held on **March 13, 2018**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

OFFICIALS. The following named persons is an Officials of City of Franklin:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Eric S. Stuckey	City Administrator/City Recorder	Y X	_____

ACTIONS AUTHORIZED. Any one (1) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, any one (1) of such authorized persons is authorized, empowered, and directed to do the following for and on behalf of the Entity:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements requiring disputes with Lender to be submitted to binding arbitration for final resolution and waiving the right to a trial by jury, as the Officials may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

ASSUMED BUSINESS NAMES. The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: **None.**

NOTICES TO LENDER. The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES. The Officials named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupy the positions set opposite their respective names. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signatures set opposite the names listed above is their genuine signatures.

I have read all the provisions of this Certificate, and I personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated **March 13, 2018**.

**GOVERNMENTAL CERTIFICATE
(Continued)**

Loan No: 90016901

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CERTIFIED TO AND ATTESTED BY:

X

Dr. Ken Moore , Mayor of City of Franklin, Tennessee

NOTE: If the Officials signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.

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BUSINESS INFORMATION

Legal Business Name City of Franklin		Business Name to Appear on Card (If different from Legal Name - Max. 21 Characters)	
Pinnacle Financial Advisor Name Vickie Manning [651]		Pinnacle Treasury Management Advisor Name Julia Suddath	
Legal Structure: <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit <input checked="" type="checkbox"/> Other (explain) municipality		Year Established (YYYY) 1799	Tax ID Number 62-6000290
Street Address (Physical address other than P.O. Box) 109 3rd Avenue, South		City Franklin	State TN Zip Code 37064
Mailing Address (If different from street address) P.O. Box 305		City Franklin	State TN Zip Code 37065
Business Gross Annual Revenue \$ n/a	Business Phone with Area Code (615) 550 - 6692	Primary Bank Pinnacle Bank	
Main Contact Brian Wilcox	Phone with Area Code (615) 550- 6614	Email Address ¹ purchasing@franklin.tn.gov	
Accounts Payable Contact Angelique Franzoni	Phone with Area Code (615) 550 - 6686	Email Address ¹ accountspayable@franklin.tn.gov	
Anticipated Monthly Spend \$ 500,000 to \$990,000	Requested Credit Limit \$ 2,150,000		
Pinnacle Checking Account for Monthly Payment [REDACTED]		(payment will be automatically debited on the 25th of each month) Settlement Instructions (Internal Only): Direct Draft 25th of same month as cycle end date (3rd of mo.)	

AUTHORIZING OFFICER/GUARANTOR INFORMATION

First Name Eric	M.I. S	Last Name Stuckey	Suffix
Please select one: <input checked="" type="checkbox"/> Authorizing Officer <input type="checkbox"/> Guarantor <input type="checkbox"/> Owner <input type="checkbox"/> Partner <input type="checkbox"/> President <input type="checkbox"/> Vice President <input type="checkbox"/> Treasurer/Secretary <input type="checkbox"/> Other _____			
Date of Birth (MM/DD/YYYY) 0 / 0 / 0	Social Security Number n/a	Phone with Area Code (615) 791 - 3217	Email Address ¹ eric.stuckey@franklin.tn.gov
Home Address n/a	City n/a	State n/a	Zip Code n/a
If you are a guarantor on this account, please provide the following information:			
Ownership %	Current Owner Since	Annual Individual Income ² \$	

SECOND AUTHORIZING OFFICER/GUARANTOR INFORMATION

First Name	M.I.	Last Name	Suffix
Please select one: <input type="checkbox"/> Authorizing Officer <input type="checkbox"/> Guarantor <input type="checkbox"/> Owner <input type="checkbox"/> Partner <input type="checkbox"/> President <input type="checkbox"/> Vice President <input type="checkbox"/> Treasurer/Secretary <input type="checkbox"/> Other _____			
Date of Birth (MM/DD/YYYY) / /	Social Security Number	Phone with Area Code () -	Email Address ¹
Home Address	City	State	Zip Code
If you are a guarantor on this account, please provide the following information:			
Ownership %	Current Owner Since	Annual Individual Income ² \$	

TECHNICAL CONTACT INFORMATION, INTEGRATION REQUIREMENTS, AND GHOST/VIRTUAL CARD ENABLEMENT

Primary Technical Contact Dawn Wildrick	Phone with Area Code (615) 550 - 6684	Email Address ¹ dawnw@franklin.tn.gov
<input checked="" type="checkbox"/> Data file needed for General Ledger/Accounts Payable Integration		
Name of Software Provider MS Dynamics Great Plains		
<input type="checkbox"/> Please issue Ghost Card for Online Payments <input type="checkbox"/> Please enable Virtual Cards for Vendor Payments		

¹ We may email you about your account or other services.² You may include income from any source. Alimony or child support need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Corporate Purchasing Card Order Form

EXHIBIT B
City Contract No. 2017-0141

EMBOSSSED NAME ON CARD (Employee or Department) Can include middle initial, no punctuation, 26 characters maximum		PER TRANSACTION DOLLAR LIMIT	PER DAY DOLLAR LIMIT	# SWIPES PER DAY	PER MONTH DOLLAR LIMIT Refreshes on the 4th	CARD PROFILE	FUEL PROMPT TYPE Default is 5-None
1	See Excel list from City	see list	n/a	999	see list	3	5
2							
3							
4							
5							
6							
7							
8							
9							
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32							
33							

Corporate Purchasing Card Application

EXHIBIT B

City Contract No. 2017-0141

CARD PROFILE CHOICES		FUEL MERCHANTS	MAINTENANCE MERCHANTS	CAR RENTAL	RESTAURANTS	HOTELS	COLLEGE/SCHOOL	RETAIL	E-COMMERCE	AIRLINE PASSENGER
Profile 1	Fuel Merchants Only	X								
Profile 2	Fuel & Maintenance Only	X	X							
Profile 3	Business or Travel & Expense	X	X	X	X	X	X	X	X	X
Profile 4	Fuel, Maintenance & Hotels	X	X			X				
Profile 5	Fuel, Maintenance & Restaurants	X	X		X					
Profile 6	Fuel, Car Rental & Hotels	X		X		X				X
Profile 7	Retail & E-Commerce							X	X	
Profile 8	Create Your Own - Place "X" in desired field(s)									
Profile 9	Create Your Own - Place "X" in desired field(s)									
Profile 10	Create Your Own - Place "X" in desired field(s)									

Fuel Prompt Options - (Fuel Cards Only)			
Type 1	Driver ID and Odometer	Type 4	Odometer
Type 2	Vehicle Number and Odometer	Type 5	No Prompt

VOLUME REBATE SCHEDULE

Pinnacle offers a monthly rebate that is calculated on your net monthly spend volume. The rebate is paid on the 15th of each month to your Pinnacle checking account based on your net spend for the preceding month. The rebate percentage increases as your cumulative net annual spend increases according to the following tiers:

Cumulative Annual Spend (fill-a-tier)	*Rebate %
\$0-999,999.99	0.50%
\$1,000,000 to 2,999,999.99	0.75%
\$3,000,000 to 4,999,999.99	1.00%
\$5,000,000 and up	1.25%

*Transactions qualifying for "Large Ticket Interchange" will earn a rebate equal to 0.50% of the transaction, regardless of the Cumulative Annual Spend, and will be deducted from the Annual Spend calculation used in the standard rebate schedule above. Large Ticket Interchange transactions are single transactions for \$7,255.00 or more, and are processed by merchants who have passed certification. The authorization request for the transaction must also include Level 3 data. Should MasterCard change or broaden the classification for transactions that qualify for "Large Ticket Interchange," Pinnacle reserves the right to use the then current definition for purposes of calculating your rebate.

Internal Use Only:

Exception Rebate of 1.25% on 1st dollar of spend; 0.50% on Large Ticket Interchange (LTI) [City requests breakdown each mo. of Std Vs LTI]

PROGRAM ADMINISTRATION AND WEB ACCESS INFORMATION

Program Administration/Web Portal User Access Information:

System Access Level (pick one):

First and Last Name of Web User Brian Wilcox	User PIN Limit* \$ 99,999	<input type="checkbox"/> Full Access to Card Changes, Financial Info, & Virtual Cards <input type="checkbox"/> View Only, no Financial Info	<input type="checkbox"/> Reports & Invoice Access <input checked="" type="checkbox"/> Program Administrator**
First and Last Name of Web User Natalie Keene	User PIN Limit* \$ 99,999	<input type="checkbox"/> Full Access to Card Changes, Financial Info, & Virtual Cards <input type="checkbox"/> View Only, no Financial Info	<input type="checkbox"/> Reports & Invoice Access <input checked="" type="checkbox"/> Program Administrator**
First and Last Name of Web User Suzanne Ward	User PIN Limit* \$ 99,999	<input type="checkbox"/> Full Access to Card Changes, Financial Info, & Virtual Cards <input type="checkbox"/> View Only, no Financial Info	<input type="checkbox"/> Reports & Invoice Access <input checked="" type="checkbox"/> Program Administrator**
First and Last Name of Web User Kristine Tallent	User PIN Limit* \$ 0	<input checked="" type="checkbox"/> Full Access to Card Changes, Financial Info, & Virtual Cards <input type="checkbox"/> View Only, no Financial Info	<input type="checkbox"/> Reports & Invoice Access <input type="checkbox"/> Program Administrator**
First and Last Name of Web User Mike Lowe	User PIN Limit* \$ 0	<input checked="" type="checkbox"/> Full Access to Card Changes, Financial Info, & Virtual Cards <input type="checkbox"/> View Only, no Financial Info	<input type="checkbox"/> Reports & Invoice Access <input type="checkbox"/> Program Administrator**
First and Last Name of Web User Katie Hilty	User PIN Limit* \$ 0	<input checked="" type="checkbox"/> Full Access to Card Changes, Financial Info, & Virtual Cards <input type="checkbox"/> View Only, no Financial Info	<input type="checkbox"/> Reports & Invoice Access <input type="checkbox"/> Program Administrator**

*Maximum Limit User Can Assign to a Cardholder

**Program Administrator has full system access including the ability to add new users and deactivate cards

Law Dept. Approved 02/28/18

Angelique Franzoni (same settings as for Tallent, Lowe and Hilty)

Equal Credit Opportunity Act Notice

If your application for business credit is denied, you have the right to a written statement of the specific reason for the denial. To obtain the statement, please contact: Pinnacle Bank, 150 Third Ave South, Suite 900, Nashville TN 37201 - (615) 744-3700, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

FDIC Consumer Response
Center 1100 Walnut Street, Box
#11 Kansas City, Mo 64106

IMPORTANT NOTICE:
By signing below as an authorized signer or guarantor, you: a) certify that the information provided in this application is true, correct and accurate; b) request the maximum credit limit from Pinnacle Bank ("the Bank") for which you qualify, but not to exceed the limit necessary for you to make full use of the corporate purchasing card program offered by the Bank; c) agree to comply with the Terms and Conditions provided with this application and the Business Cardmember Agreement attached as Appendix A; and d) agree that the Bank may contact any source necessary to verify your credit worthiness. By signing below as a guarantor, you affirm your intent to Apply Jointly.

SIGNATURES REQUIRED TO PROCESS YOUR APPLICATION	
Signature of Authorized Officer/Guarantor:	Date:
Signature of Authorized Officer/Guarantor:	Date:
Signature of Authorized Officer/Guarantor:	Date:
Signature of Authorized Officer/Guarantor:	Date:

PINNACLE APPROVAL			
Pinnacle Approval Signature:			Date:
Approved Credit Line:			
Special Instructions:			
Outsource ID 4500	Financial Advisor:	Office Code:	Treasury Management Advisor:

EXHIBIT B
City Contract No. 2017-0141
Application Disclosures - Corporate Purchasing Card

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	N/A
How to Avoid Paying Interest on Purchases	Your due date is at least 15 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.
Minimum Interest Charge	N/A

Fees	
Annual Fee	None
Transaction Fees <ul style="list-style-type: none">Foreign Transactions	MasterCard Cross Border Fee equal to 0.90% of the U.S. Dollar value of any transaction conducted at a non-U.S. merchant or location. Fee is originated by MasterCard. MasterCard Currency Conversion Fee equal to 0.20% of the U.S. Dollar value of any transaction where a conversion to a non-U.S. Dollar denomination occurs. Fee is originated by MasterCard.
Penalty Fees <ul style="list-style-type: none">Late PaymentReturned PaymentOver-the-credit limit	N/A N/A N/A

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

Terms and Conditions: You are applying for a credit card account provided by Pinnacle Bank, Nashville, TN (“we,” “us,” and “our”). The words “you” and “your” mean the entity applying for the Corporate Purchasing Card Account as the Company that agrees to be liable for the Corporate Purchasing Card Account and comply with the Business Cardmember Agreement, (attached as Appendix A). The Minimum Payment you must pay by the due date after each Billing Cycle will be the entire New Balance of your Account. 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);
- The duly appointed Authorized Company Representative (as that term is defined in the Business Cardmember Agreement attached as Appendix A) 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 (as that term is defined in the Business Cardmember Agreement attached as Appendix A) designated by an Authorized Company Representative;
- The Company agrees to be responsible for Account use by any Authorized User;
- Your Authorized Company Representative will read the Business Cardmember Agreement attached as Appendix A and its Application Disclosures carefully before using or allowing anyone else to use any Corporate Purchasing Card Account we may provide;
- We are allowed to verify Company's credit worthiness with financial institutions, credit reporting agencies, employers, government agencies, and other third parties; and
- We are authorized to use and disclose information about the Company, this application and any Corporate Purchasing Card Account we provide for our everyday business purposes, to the extent permitted by applicable law, including information we share about the Company and the Corporate Purchasing Card Account with credit reporting agencies, with our service providers, and with other financial institutions and merchants to maintain and provide your Corporate Purchasing Card

The Company agrees that we may obtain credit reports about the Company to review this application, and, if we open a credit card account for the Company, that we may obtain credit reports about the Company in the future to review, update, renew, collect, and service your credit card account and for other purposes permitted by law. We will, upon request, tell you whether we

obtained a credit report about the Company 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 (attached as Appendix A). You understand and agree that this Business Cardmember Agreement (attached as Appendix A) 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 (attached as Appendix A), and the rates, fees, and terms of your Corporate Purchasing Card Account as allowed by law and the Business Cardmember Agreement (attached as Appendix A) 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 <https://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: Pinnacle Bank, P.O. Box 332509, Attn: Cardmember Services, Murfreesboro, TN 37133.

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 and other identifying documents.

Notwithstanding the "Important Information About Procedures for Opening a New Account" provision above, the parties agree: (a) that the reference therein to "name" shall mean Company name; (b) that the reference therein to "date of birth" does not apply; and (c) that the reference therein to "your driver's license" does not apply.

Appendix A to City of Franklin, TN Contract No. 2017-0141

Business Cardmember Agreement

This Business Cardmember Agreement applies to your credit card account and any of its associated credit cards and sub-accounts provided by Pinnacle Bank, Nashville, Tennessee, (individually and together, your “Business Card Account” or “Account”).

1. Some Key Definitions

The words “we,” “us,” and “our” mean Pinnacle Bank, its agents, authorized representatives, successors, and assigns.

The “Company” means the City of Franklin, Tennessee.

An “Authorized Company Representative” means and includes any person duly authorized by the Company to act on its behalf: (i) in applying for an Account and binding the Company to the Agreement for the Account; (ii) in designating persons as Authorized Users of an Account; and/or (iii) in designating persons as Program Administrators of an Account.

The words “you” and “your” mean the Company and any other person or entity on whose behalf we provide an Account and issue any Card, as: (i) shown on an Account application that an Authorized Company Representative submitted on behalf of the Company; or (ii) who otherwise uses or allows others to use an Account or a Card in any way.

The “Card” means any card we issue for Account access, including renewal and substitute cards. The term “Card” also means any other access device or method, including an Account number that allows any of you or any Authorized User to obtain credit from us using an Account.

An “Authorized User” means any employee, agent, contractor, representative, director, member, manager, partner, shareholder, and/or officer designated by any of you or any Authorized Company Representative to receive a Card at any time, or who is otherwise allowed by any of you or an Authorized Company Representative to use the Account or a Card in any way, but who did not apply for or otherwise accept direct liability as one of you for an Account.

A “Program Administrator” is you or any other employee, agent, contractor, representative, director, member, manager, partner, shareholder, and/or officer designated by any of you or by any

Authorized Company Representative to administer and manage the use and availability of a Business Card Account and Cards, as well as the reporting, credit limits, and other controls associated with an Account and the Cards.

Other capitalized terms that are not defined here are generally defined with their first use in the Agreement or in the Glossary in section below

2. Your Account Agreement and When It Becomes Effective

Our complete Account agreement with you (the “Agreement”) is contained in and governed by:

- (A) This document, called the Business Cardmember Agreement;
- (B) All Account disclosures and terms provided to you before we opened the Business Card Account for your use, including the terms we disclosed when you applied for or accepted the Account, the disclosures we made in our **Application Disclosures**, and any terms we provided in written materials accompanying a Card;
- (C) All other documents, disclosures and terms that relate specifically to your Account and its related features and services, including:
 - all rewards disclosures, if your Account has rewards;
 - the Card benefits brochure that describes benefits provided by any payment card network displayed on your Card (each, a “Payment Card Network”);
 - the terms shown on periodic billing statements for your Account (each, a “Statement”); and

(D) Any future changes we make to any of these documents, as permitted or required by law.

Please read all of these materials carefully and keep them for future reference. You understand and agree that this Agreement becomes effective the first time you or any Authorized User activates a Card or uses the Account in any way. When the Agreement says that we “may” take an action, this means we are authorized to take that action in our sole discretion, subject only to the limitations or requirements that are established by law or by the express terms of this Agreement. We may make new offers to you in the future or forward offers from others that may interest you. If these offers have new or different terms, those terms will be provided with the offer. If you accept the offer, the previously disclosed terms in the Agreement will still apply, except as modified by the offer.

3. Your Promises to Us

The City promises to do everything the Agreement requires of it, so long as the Account has an unpaid balance, remains open to future transactions, or both. If the City or an Authorized User use your Card number without presenting the Card itself (such as for mail, telephone or Internet purchases), these transactions will be treated as if you or an Authorized User used the Card in person. The amounts you promise to pay in connection with your Account includes all Account transactions in each Balance Category that are made by any of you and any Authorized User, plus all Fees and all Interest Charges, as described in the Agreement.

4. Required Account Information

We must have complete, current and valid information about you and

any Authorized Users to provide your Corporate Purchasing Card Account (including names; the City’s address; telephone numbers; tax Identification numbers, or other government identification numbers). You must tell us when this information changes. To do this, follow the instructions on your most recent Statement, use the appropriate area of any Account web site we maintain for this purpose, or call us at the customer service telephone number shown on your most recent Statement or on the back of your Card. We may require that you provide additional documents that are acceptable to us so that we can verify this information and any changes. We may restrict or close your Account, if we are unable to verify your information or you do not provide the additional information we request.

5. Using Your Account and Card

You and any Authorized User are allowed to use a Card and the Account to make Purchases as permitted by this Agreement and applicable law. You or any Authorized User must sign the Card immediately after receiving it. The Card is valid through the expiration date shown on the front. The Card is our property and you agree to return it to us or destroy it, if we ask. You agree to take reasonable steps to prevent unauthorized use of your Card and Account. If you or an Authorized User allow someone else to use a Card, you are responsible for all Account transactions made by that person and all of the associated Fees and Interest Charges, except to the extent prohibited by law.

We reserve the right to not allow specific Account transactions, to suspend Account use, or to close the Account, at any time, for any reason, and without advance notice, unless we are expressly required by law to notify you and wait any period of time before taking these actions. We may limit the combined dollar amount or the total number of certain Account transactions, allowed during a single day or other time periods. We may restrict your Account transactions and the availability of your Account credit, to protect you and us against potential fraud, unauthorized transactions, Account misconduct or misuse, or for our risk management and business reasons. From time to time, Account services may be unavailable to you and Authorized Users, due to circumstances beyond our control, such as system failures, fires, floods, natural disasters or other unpredictable events. If any of these events happens, we will not be responsible or liable to you.

You and your Authorized Users must not use, try to use, or permit use of a Card or the Account for any Internet gambling transactions or any other transactions that are illegal or not permitted by us. If this happens, you must still pay us for these

transactions and they remain subject to all other terms of our Agreement. You must reimburse us and the Payment Card Network for all damages and expenses associated with these transactions. You and your Authorized Users must not use the Account to conduct transactions in any country or territory, or with any individual or entity, subject of economic sanctions that are enforced and administered by the Office of Foreign Assets Control ("OFAC") in the U.S. Department of the Treasury. We may block use of the Card and Account in these countries and territories or with these individuals or entities.

6. Authorized Users and Program Administrators

When we open the City's Account and afterwards, the City agrees that we may accept and follow any instructions given to us by an Authorized Officer of the City and by any Program Administrator. Upon the City's request or the request of a Program Administrator, we may agree to limit: (a) an Authorized User's ability to initiate certain Account transactions; and/or (b) a Program Administrator's ability to make certain Card requests and Account changes. Except for these limitations and others described in the Agreement, you are responsible for: (i) any use of a Card or the Account by each Authorized User, as well as anyone else you or they allow to use your Account or a Card; and (ii) any changes we make to the Account and any Cards we issue at the request of a Program Administrator. This will be true, even if you did not want or agree to the changes to or use of a Card of the Account. If you want to remove an Authorized User or Program Administrator from the Account, another Program Administrator or Authorized Officer of the City via e-mail or written letter. The City agrees that we have a reasonable amount of time after the request to research the City's Account information and remove an Authorized User or Program Administrator. The City must immediately destroy all Cards in the Authorized User's possession and cancel all of their billing arrangements to the Account. We will not do this for you. During this time, you are still responsible for paying all amounts they may charge to the Account, even if these amounts do not appear on the Account until later. An Authorized User may remove themselves from the Account at any time, upon request. We may close your existing Account, or issue a new Card with a new Account number, after an Authorized User is removed.

7. Statements and Billing Cycles

The documents or information your Statement includes after each Billing Cycle will disclose important information about your Account, including your Account transactions in each Balance Category, Account payments, Fees, Interest Charges, unpaid Account balances, and payment requirements. The amount of time between your regular Statements is generally equal (approximately 30 days), but may vary slightly in length from Billing Cycle to Billing Cycle. Your first Billing Cycle may be more or less than 30 days. You must pay any Minimum Interest Charge and any Fees due after the first Billing Cycle, even if it is for a period less than 30 days. Your Statements disclose the specific length of each Billing Cycle. Your Account will continue to have Billing Cycles, even if a Statement is not required after any Billing

Cycle. We will send a single Statement to one of you or a Program Administrator for all Cards on your Account, except: (i) when the law does not require or permit us to send a Statement to any of you; or (ii) when we agree to send more than one Statement to you, your Program Administrators, and other Authorized Users. You agree that we may send Statements to the first one of you named in our Account records, unless we agree or decide to change this after the Account is opened.

8. Disputed Transactions; Lost or Stolen Cards; Unauthorized Use

You and any Authorized User or Program Administrator who receives a Statement must promptly inspect it and tell us about any errors or questions, as described in the "Billing Rights" section of your Statement and this Agreement. If we are not notified in the time and manner described in these disclosures, you agree that we may assume that all information in the Statement is correct. The City, its Authorized users, and your Program Administrators must take reasonable steps to prevent the unauthorized use of each Card and the Account. If you notice or learn about the loss or theft of a Card, or any possible unauthorized use of a Card, you should write to us immediately at the address provided on your Statement or call us at the telephone number provided on your Statement. You will not be liable for any unauthorized use that occurs after you notify us. The City may, however, be liable for unauthorized use that occurs before your notice to us if notice is not made within 60 days from questionable transaction occurrence. If we issue less than ten Cards for use by your employees, your liability will not exceed \$50 (or any lesser amount required by law or as provided under the express terms of a benefit provided by a Payment Card Network). If we reimburse your Account for unauthorized charges made using your Card, you agree to help us investigate, pursue and obtain reimbursement from the wrongdoer. Your help includes giving us documents that we reasonably request, in a form that is acceptable to us.

9. Credit Limits

We will disclose information about the credit limits that apply to your Account when we open it. Your Statements will also disclose information about your Account credit limits. We may assign different credit limits for the different Balance Categories of your Account and for different Authorized Users. For example, the credit limit we assign for Cash Advances, Balance Transfers, or Promotional Offers may be lower than your credit limit for Purchases or the overall credit limit of your Account. We may raise, lower, restrict, or cancel the credit limit that applies to any Balance Category, any Authorized User, or the Account itself at any time and for any reason, subject to any notices that are required by law. This will not affect your obligation to pay us. You must keep track of your Account balances and available credit. You agree not to allow your Account to go over any credit limit. We may honor transactions above your credit limits, but, if we do, this will not increase your credit limit and you must pay us the full amount of these transactions under the Agreement.

10. Fees

You promise to pay the following Fees that we charge to your Account, in the amounts shown on your **Application Disclosures** or this section of the Agreement.

Expedite and Rush Card Fees: If you ask us to expedite our delivery of a Card the following options are available and respective fees apply:

- Standard Delivery – US Mail (10 to 15 days) no charge.
- 3 day Expedite Card Fee* = \$45 will be charged to the City's account.
- 2 day Rush Card Fee* = \$75 will be charged to the City's account.

*The Rush and Expedite Fees are a pass-thru charge from our vendor partner WEX.

Replacement Card Fees: There is no fee for 3 day Expedite of a replacement card that has been compromised or incurred fraudulent activity. If a card has been lost due to negligence on the part of the cardholder, standard delivery is no cost. If a lost card needs to be expedited, the City will incur the \$45 three (3) day Expedite fee.

11. Transactions Made in Foreign Currencies

If an Account transaction is in a foreign currency, the Payment Card Network (such as MasterCard International) will convert the transaction into U.S. dollars. The Payment Card Network will use its' own currency Conversion procedures that are in effect when the Payment Card Network processes the transaction. The exchange rate used by the Payment Card Network may be a government-mandated exchange rate or may be based on a range of rates available in the wholesale currency markets as of the processing date (which may be different from the rate the Payment Card Network receives). The conversion rate that is in effect on the processing date may be different than the rate that is in effect on the transaction or posting date.

12. Minimum Payments

For some Accounts, the Minimum Payment is equal to the entire New Balance of the Account after the Billing Cycle. For other Accounts, the Minimum Payment is equal to a portion of the New Balance after each Billing Cycle. Your **Application Disclosures** will disclose the Minimum Payment you must pay by the due date after each Billing Cycle. To avoid a Late Payment Fee, you must pay us at least this Minimum Payment by the due date shown on the Statement. In addition to the Minimum Payment, you may pay all or part of the total balance of your Account at any time. You must still pay at least the Minimum Payment after each Billing Cycle, even if you paid more than the Minimum Payment due for any previous Billing Cycle.

13. Making Payments

Your payments to us must be in U.S. dollars from a U.S. deposit account and must otherwise be acceptable to us. We do not accept cash payments through the mail. You may not make Account payments with funds borrowed from your Account or any other credit account with us. You agree to follow the payment requirements we disclose on Statements from time to time. Any in-person payment that we accept from you at one of our branch

offices before its closing time will be credited to your Account on the day we receive it. Any payment method that we promote, such as payments you authorize by electronic fund transfer, will be credited to your Account on the day we receive it. Mailed payments must be mailed to us at the address for payments shown on your Statement, unless we expressly instruct you to make payments at a different address. A mailed payment will be credited to your Account on the day we receive it, if you send the payment coupon from your Statement in the same envelope with your payment or you include your Account number on your payment, and your payment arrives at the address we specify no later than the due date indicated on your Statement. If your due date falls on a day when we do not receive payments, any payment we receive the next day that conforms to these payment requirements will not be treated as late. Please allow at least five (5) days for postal delivery. Unless we or our agents specifically instruct you to make payment in a different manner, payments received at any other location or in any other form may not be credited for up to five (5) days. We may refuse to accept any payment made by someone else for your Account. If we accept a payment made by someone else for your Account, you will be responsible for the payment made, even if that payment is rejected or not paid.

14. How We Apply Your Payments

We may apply your payments in any manner we choose that is not prohibited by law, even if this causes you to pay additional Interest

Charges and Fees. Generally speaking, we apply your payment of a Minimum Payment to the Balance Categories with lower Annual Percentage Rates before the Balance Categories with higher Annual Percentage Rates. We apply any portion of a payment that exceeds your Minimum Payment to the Balance Categories with higher Annual Percentage Rates before the Balance Categories with lower Annual Percentage Rates.

15. Payment Processing; Items with Restrictive Conditions or Instructions

We may accept and process payments without losing any of our rights. Even if we apply a payment to your Account, we may delay the availability of credit in your Account until we confirm your payment has cleared. We may resubmit and electronically collect returned payments. We may also adjust your Account as necessary to correct errors, to process returned and reversed payments, and to handle similar issues. An "Item" means a check, draft, money order or other negotiable instrument you use to pay your Account. This includes any image of these instruments. When you provide an Item as payment, you authorize us either to use information from your Item to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your Item to make an electronic funds transfer, funds may be withdrawn from your deposit account as soon as the same day your payment is received and you will not receive

your Item back from your financial institution. You may contact us and ask that we not process your future Items in this way. If we process the payment as a check transaction, you understand and agree that we may convert your Item into an electronic image that can be collected from your depository institution as a substitute check. We will not be responsible if an Item you provide has physical features that, when imaged, result in it not being processed as you intended.

Any Item that has restrictive words, conditions, limitations or special instructions (including Items marked with the words "Paid in Full" or similar language), and all accompanying communications, must be mailed to us at Pinnacle Bank, Attn: Cardmember Services, 214 West College Street, Murfreesboro, TN 37130. If you make your payment or send any accompanying communications to any other address, we may accept and process the payment, without losing any of our rights.

16. Credit Balances

We may reject and return to you any payment that creates a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. If we allow a credit balance after receiving a payment that exceeds the New Balance, this will not increase the credit limit of your Account and we will have no duty to authorize Account transactions that would exceed your Account's credit limit. We may, at our option, reduce the amount of any credit balance by any new amounts billed to your Account. You may contact us as provided on your Statement and request a refund of any available credit balance. If you contact us in writing, we will refund your credit balance within seven (7) business days from our receipt of your written request. A business day means any day in which our offices are open for the processing of Account payments and credits.

17. Account Default and Remedies

We may consider you in default of your Agreement with us if:

- (1) you do not make at least the Minimum Payment due after a Billing Cycle by its due date;
- (2) any payment you make or attempt is rejected, not paid or cannot be processed;
- (3) you exceed an assigned credit limit;
- (4) a bankruptcy or other insolvency proceeding is filed by or against you;
- (5) you die or are legally declared incompetent or incapacitated;
- (6) we determine that you made a false, incomplete or misleading statement on any of your Account documentation, or you otherwise tried to defraud us;
- (7) you do not comply with any term of this Agreement or any other agreement with us; or
- (8) you permanently reside outside the United States.

18. Communications

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 Account and for any other informational purpose related to your Account (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.

19. Credit Reports

We may provide information about you and the Account to credit reporting agencies and others, to the extent permitted by law. Information we provide about the Account may appear on credit reports about you. This could include negative information, if you do not comply with the terms of this Agreement. We may obtain and use credit and income information about you from consumer reporting agencies, credit reporting agencies, and others, as the law allows.

If you believe we have reported inaccurate information about you to a credit reporting agency, notify us in writing at: Pinnacle Bank, Attn: Cardmember Services, P.O. Box 332509, Murfreesboro, TN 37133. In doing so, identify yourself, your Account, the information you believe is inaccurate, and tell us why you believe the information is incorrect. If you have supporting

documents or information, such as a copy of a credit report that includes information you believe is inaccurate, please send us the supporting documents and information, too.

20. Closing or Suspending Your Account

You may ask us to close your Account by calling or writing us at the address for customer service as described on your Statement. If you do, we may provide you with additional details about this process and request certain information from you, including payment information. If a Card is used or charges post to your Account after you ask us to close it, we may keep your Account open or reopen it. We may close or suspend your Account and your right to obtain credit from us. We may do this at any time and for any reason, as permitted by law, even if you are not in default. A suspension of your Account might be permanent or temporary. If your Account is closed or suspended for any reason, you and all Authorized Users must stop using your Card immediately. You must also cancel all recurring charges or similar billing arrangements connected with the Account. We will not do this for you. If we close or permanently suspend your Account, you must also destroy all Cards. You must still pay us all amounts you owe on the Account, even if these amounts are charged after your Account is closed or suspended.

21. Changes to Your Agreement

You may not change the Agreement, unless one of our authorized officers expressly agrees to do so in a signed writing. We may, at any time, add, delete or change any term of this Agreement, unless the law prohibits us from doing so. We will give you any notice and wait any time period that the law requires before changing the Agreement and Account terms. If we notify you of changes, we will send you a separate notice or inform you on your Statement. We may send this notice to you electronically, as permitted by law. Our notice will tell you when and how the changes will take effect and describe any rights you have in connection with the changes. You understand that any variable APRs associated with your Account can increase or decrease in each Billing Cycle, as the published index for these rates goes up or down. If we increase your Interest Charges for any other reason, we will notify you in advance and inform you of your options, including any right to reject these changes. If we increase your Fees or change other significant Account terms, we will also notify you in writing and inform you of your options, including any right to reject these changes. We may change any other terms of your Account at any time, after we give you any notice and wait any time period required by law.

22. The Law that Applies to Your Agreement; Statute of Limitations

We make decisions to grant credit, open Accounts, and issue Cards from our offices in Tennessee. The interpretation and enforcement of this Agreement (including the exportation of interest) shall be governed by Tennessee law and, to the extent federal law applies, federal law, without regard to conflict of law principles. If any part of this Agreement is found to be

unenforceable or invalid, the remaining parts will remain in effect.

23. Warranties; Merchant Refunds

We make no warranties to you about any goods or services you or any Authorized User may purchase from others using your Account or Card. Except as otherwise provided in the “Billing Rights” section below, we are not responsible to you for any claim you may have related to the goods or services purchased with a Card. If you are entitled to a refund for goods and services purchased with a Card, you agree that we may process these refunds as credits to the Balance Category for Purchases. You understand and agree that we have no control over when a merchant initiates a refund. You agree that we have a reasonable amount of time after we receive your refund to process it.

24. Glossary

The “**Application Disclosures**” are the tabular disclosures and other disclosures we provide before you and your Authorized Users are allowed to use the Account or a Card. These **Application Disclosures** include information about certain Fees that apply to your Account and the Interest Charges that apply to the Balance Categories of your Account.

The “Balance Categories” are the different Account segments we may establish with unique pricing, grace periods or other terms. The Balance Categories of your Account may include Purchases, Cash Advances, Balance Transfers, and Promotional Offers. We reserve the right to decide which Balance Category applies for each Account transaction and our decision will be final.

A “Balance Transfer” means a balance we allow you to transfer to the Account from an account you owe to another financial institution or creditor, by using any written, electronic, or telephonic device or method we approve for this purpose.

A “Billing Cycle” is the period of time covered by each Statement we send you.

A “Cash Advance” means a loan you or your Authorized Users obtain from us by using the Card, convenience checks, or other forms or devices we approve for Account access, including transactions initiated through a bank teller or an Automated Teller Machine (ATM).

A “Cash Advance” includes use of the Card or Account to obtain something we consider a cash equivalent, such as wire transfers, travelers’ checks, money orders, foreign currency, lottery tickets, gaming chips, and wagers.

“Fees” are the charges we add to your Account that are not based on the Annual Percentage Rates.

“Interest Charges” are the charges we add to your Account based on the Annual Percentage Rates and corresponding Daily Periodic Rates we apply to your Account balances.

The “New Balance” is the full unpaid balance of your Account as of the

end of a Billing Cycle, which includes the billed and unpaid amounts due for all Account transactions made in each Balance Category, Interest Charges, and Fees. A “Promotional Offer” means transactions and balances that post to your Account and are subject to unique pricing, grace periods, or other terms we disclose from time to time for promotional and other reasons.

A “Purchase” means the property, rights, goods and services you or an Authorized User purchase, rent, or otherwise obtain directly from merchants and vendors by using a Card or the Account.

25. Your Billing Rights: Keep This Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the address provided on your billing statement.

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us:
 - Within 60 days after the error appeared on your statement.
 - At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit. After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay

the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address provided on your billing statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.