

# Intuit Business Credit Card

Issuer: WebBank

## Rates and Fees Table

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>Prime Rate + 7.49% to Prime Rate + 28.49%</b> This is a variable APR. See Explanation of Variable Rates below.
<b>How to Avoid Paying Interest</b>	Your due date will be at least 21 days after the close of each Billing Period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. Interest begins to accrue from the date of the transaction if you do not pay your entire balance in full by the due date.
<b>Minimum Interest Charge</b>	If you are charged interest during any Billing Period, the charge for any Billing Period will not be less than \$1.00.

Fees	
<b>Annual Fee</b>	None
<b>Transaction Fees</b> · Foreign Transaction Fee	2.7% of each transaction after conversion to US dollars.
<b>Penalty Fees</b> · Late Payment · Returned Payment · Over Limit	Up to <b>\$39</b> Up to <b>\$39</b> None
<b>Other Fees</b>	None

**How We Will Calculate Your Balance:** We use the daily balance method (including new purchases).

**Explanation of Variable Rates:** If the Prime Rate increases, variable annual percentage rates (“APRs”) (and corresponding daily periodic rates (“DPRs”)) will increase. In that case, you may pay more interest and may have a higher Minimum Payment Due. When the Prime Rate changes, the resulting changes to

variable APRs take effect as of the first day of the billing period in which the Prime Rate changes. See more information in Section 5(c) below. The DPR is 1/365th of the APR, rounded to the nearest one thousandth of a percentage point. Variable APRs will not exceed 36%.

### **Important Information**

The Intuit Business Credit Card Cardholder Agreement includes an arbitration provision, class-action waiver, and jury trial waiver. These provisions limit your right to have any claims related to the Intuit Business Credit Card Account heard in court or resolved by a jury, and to participate in a class action or similar proceeding.

We reserve the right to change the terms, rates, and fees applicable to the Intuit Business Credit Card as described in the Intuit Business Credit Card Cardholder Agreement, subject to applicable law. By continuing to maintain or use the Intuit Business Credit Card Account after the effective date of such changes, you will be accepting such changes.

The Intuit Business Credit Card is issued by WebBank. The Intuit Business Credit Card Rewards Program is provided by QuickBooks Capital, and is subject to the Intuit Business Credit Card Rewards Program Terms.

## **Intuit Business Credit Card Cardholder Agreement**

As used in this Intuit Business Credit Card Cardholder Agreement (“the Agreement”), the words “we,” “us,” and “our” refer to WebBank, a Utah-Chartered Industrial Bank (the “Issuer”). The words “you” and “your” refer to both of (i) the principal owner (“Principal Owner”) of the company (the “Company”) who applied for the account on behalf of the Company; and (ii) the Company. This Agreement governs the Account issued by the Issuer under the Intuit Business Credit Card Program (the “Program”) and sets forth the terms and conditions under which the Account may be used. Additional capitalized terms are defined below.

If you are approved for an Account, we will provide you with written descriptions of all applicable credit limit(s), billing period(s), rewards, pricing, fees, and all other financial terms of your Account(s) (together, the “Financial Terms”). Each of the Financial Terms are hereby incorporated into and shall be part of this Agreement. The use of each and every Credit Card issued pursuant to your Account shall be governed by the Agreement (including the Financial Terms). **By using the Account or signing, keeping, or using any Credit Card issued to you or to any Authorized User, you, such Authorized User(s), and your Administrator(s) agree to the terms of this Agreement. Please read this Agreement thoroughly and keep it for your reference. It is your responsibility, and you agree to ensure that any Authorized Users are aware of these terms. Please see the “Authorized Users” Section of this Agreement for additional details.**

**The Agreement contains an arbitration agreement with jury trial and class action waivers, which restrict the legal proceedings for any claim or dispute relating to your Account and this Agreement. This Agreement also contains a limitation of liability clause that limits our potential responsibility and liability to you.**

**As the Principal Owner of the Company, Section 28 of this Agreement requires that you personally guarantee payment of all amounts due from the Company under this Agreement. Please read Section 28 carefully as it describes the conditions under which you may be personally liable to pay any amounts that may become due under this Agreement.**

### **Definitions:**

“Account” means the arrangement between you and us whereby we may extend credit to you by providing you with access to one or more Credit Cards for use by Authorized Users, pursuant to the terms of this Agreement.

“Administrator” means one or more natural persons who are identified and designated by you and who are duly authorized to perform administrative functions in connection with the Account on your behalf.

“Authorized User” means any natural person, including employees, for whom an Administrator(s) has requested and been approved to receive a Credit Card. An Administrator may also be an Authorized User.

“Daily Balance” means the balance to which the applicable DPR will be applied each day to calculate interest, as described below in Section 5.

“Card Not Present Transactions” means Transactions conducted without a tangible card being physically swiped or inserted into a payment terminal.

“Credit Card” means any form of credit card, virtual credit card or other means of engaging in electronic financial transactions that involve obtaining credit from the Account through a Transaction.

“Credit Limit” means the maximum total amount of credit that we will extend to you in connection with the Account.

“Guarantor” means the Principal Owner or any individual or entity, if any, that guarantees the obligations of this Agreement pursuant to Section 28 of this Agreement.

“Parties” means, collectively, us and you, with each of us and you individually being referred to as a “Party.”

“Physical Card” means a tangible Credit Card that can be used to authorize Transactions and that can be physically swiped or inserted into a payment terminal. In certain circumstances, Physical Cards can be used in Card Not Present Transactions.

“Principal Owner” means the person who applied for the Account or to whom we address billing statements.

“Servicer” means the entity that processes your payments under the Agreement and otherwise administers your Account. The Servicer is QuickBooks Capital. Servicing of the Account may change in the future. In the event of a change in Servicer, we will provide notice to you as may be required by applicable law.

“Transaction” means a deposit, payment transaction, purchase, refund, account inquiry, or any other transaction that is: (i) initiated using a Credit Card; (ii) transmitted to a payment network for processing by the merchant conducting such transaction; and (iii) is used to obtain credit in connection with the Account.

“Virtual Card” means a non-Physical Card that can be used in place of a Physical Card to complete Card Not Present Transactions.

**1. APPLICABILITY OF THIS AGREEMENT.** If your application for an Account is approved, this Agreement will become effective on the earliest of (i) the date your Account is opened, or (ii) the date that we issue the first Credit Card to you. This Agreement governs your use of all Credit Cards issued to Authorized Users. By obtaining or using a Credit Card, each Authorized User agrees to comply with the terms and conditions of this Agreement. **You agree to provide a written copy of this Agreement to each Authorized User and to notify each Authorized User of these terms and conditions and their responsibility to comply with them.**

**2. USE OF THE ACCOUNT.**

- a. If your application for an Account is approved, the Issuer will provide you and any Authorized Users with one or more Credit Cards that may be used to conduct Transactions as described in this Agreement. When a Credit Card is used for a Transaction, and if such Transaction is approved, the Issuer will extend credit to fund the Transaction, and you agree you will make payments owed under this Agreement to our Servicer for the Transaction in accordance with this Agreement. The Issuer may, at its sole and absolute discretion, refuse to approve any Transaction for any reason or for no reason.
- b. When you or any Authorized User uses the Account to initiate certain Transactions, such as at hotels, restaurants, gas stations, rental car companies, and certain other merchants where the

amount of the final Transaction is unknown at the time of authorization, a hold may be placed on the Account for an amount less than, equal to or in excess of the final Transaction amount. When a hold is placed on the Account, the amount of the hold will reduce the available credit on the Account, and the amount that is subject to the hold will not be available for any other purpose until the hold is released.

**You warrant and affirm that you and each Authorized User will use the Account only for business or commercial purposes. You and your Authorized User(s) may not use the Account for any personal, family, or household purposes.**

You and each Authorized User expressly acknowledge and understand that, because the Account may only be used for business or commercial purposes, certain consumer protection laws applicable to consumer credit transactions will not apply. Our providing disclosures or otherwise complying with any otherwise inapplicable consumer protection law shall not be an admission that such laws apply to the Account. You agree to indemnify us and Servicer from any and all liabilities, losses, or expenses, including reasonable attorney's fees, arising from or out of any allegations of a violation of any inapplicable consumer protection law, rule, or regulation, to the extent that such allegations result from your or any Authorized User's use or alleged use of the Account for any consumer purpose.

**3. BILLING STATEMENTS.** We will provide you with an electronic statement each month describing the Transactions that occurred in the most recent period covered by such statement (the "Billing Period"). Each statement will also describe the outstanding balance on the last day of the Billing Period (the "Statement Balance"), including any fees or charges actually incurred, the minimum payment amount required to be paid for that Billing Period (the "Minimum Payment Amount"), and the date on which the Minimum Payment Amount is due (the "Payment Due Date").

**4. PAYMENTS:**

- a. Your Minimum Payment Amount for each Billing Period will be any past-due amounts plus the greater of (1) the sum of one percent (1%) of your new outstanding Statement Balance plus any periodic interest charges and fees we have billed you on the statement for which your minimum payment is being calculated; or (2) Forty Dollars (\$40). However, if your new Statement Balance is less than Forty Dollars (\$40), your Minimum Payment Amount will be equal to your Statement Balance.
- b. You promise to pay the full amount of all charges, fees, accrued interest, and all other amounts that may be due from time to time pursuant to this Agreement. You further promise to pay the entire Minimum Payment Amount due for each Billing Period on or before the Payment Due Date for such Billing Period. You agree to make such payment even if you do not receive a billing statement for a Billing Period. **If the Account becomes delinquent, all Credit Cards may be temporarily inactivated and no new charges or Transactions may be authorized until payment is received to bring the Account current.** Payments may be made online by logging in to your Account at [card.intuit.com](https://card.intuit.com), through the mobile app available on the Apple App store and Google Play store, or by phone at 1-888-464-7840.

- c. Any credit balance on your Account will be applied to your current balance, as permitted by applicable law. If your Account does not have an outstanding balance, you will be refunded the amount of the credit balance via the automated clearing house (“ACH”) network to the business bank account that you designate to us (the “Designated Account”) during the application process or as added or updated by you from time to time, or by check. You may also request a refund by calling 1-888-464-7840.
- d. You authorize us and Servicer to initiate recurring automated debits (the “Automatic Payment Plan”) via the ACH network to the Designated Account. You agree to be bound by the ACH network rules as modified from time to time. You may terminate this authorization at any time by contacting Servicer at 1-888-464-7840 at least three business days before your next Payment Due Date. While your authorization remains effective, payments pursuant to your Automatic Payment Plan will be initiated on your Payment Due Date, except that if a Payment Due Date falls on a Saturday, Sunday or holiday, then the payment may be initiated on the next business day. We and Servicer will not be liable for any fees that you may incur if we are unable to debit your designated payment amount under this authorization. We and Servicer also are not responsible for any fees imposed on you by the provider of the Designated Account, if any. If a debit is rejected or dishonored, you agree that we or Servicer may re-initiate the ACH debit entry to the Designated Account up to two (2) more times and at any time after the failed ACH entry occurs including on the same date as the next Payment Due Date, subject to ACH network rules. We may suspend or terminate your enrollment in the Automatic Payment Plan immediately if you fail to keep your Designated Account in good standing, if there are insufficient funds in your Designated Account to process any payment, or if we are otherwise unable to collect any amounts owed under this Agreement. The failure of any debit transaction pursuant to your Automatic Payment Plan or the suspension or termination of your Automatic Payment Plan shall not reduce or lessen your obligation to make all payments as required by this Agreement. You may request at any time to designate a different business-purpose bank account as your Designated Account or to increase or decrease the amount to be debited from your Designated Account each month by canceling your existing Automatic Payment Plan and authorizing a new one, and we may, in our sole and absolute discretion, permit you to do so. If you are enrolled in an Automatic Payment Plan and make additional payments by other means, the next regularly scheduled payment pursuant to your Automatic Payment Plan may be reduced by the amount of such other payment, even if the amount of the regularly scheduled payment pursuant to your Automatic Payment Plan is less than the entire Statement Balance. If the amount of your regularly scheduled payments pursuant to your Automatic Payment Plan is for an amount that is less than the Statement Balance and you wish to pay the entire Statement Balance, you must either make a separate one-time payment for the relevant Statement Balance amount, or cancel your existing Automatic Payment Plan and authorize a new Automatic Payment Plan selecting “Statement Balance” as your designated recurring payment amount.
- e. You agree that all payments must be made from a business-purpose bank account acceptable to us and from which you are authorized to make such payments. Payments may not be made from a personal bank account. Payments must be denominated in US Dollars but may not be made using cash.

- f. We may apply payments and credits to the amounts owed for the Account in any order at our sole and absolute discretion.
- g. We can accept late, postdated or partial payments without losing any of our rights under this Agreement. You agree not to send us partial payments marked “paid in full,” “without recourse,” or other restrictive language. If you send such a payment, we may accept it without losing any of our rights under this Agreement and such acceptance will not change this Agreement.

**5. INTEREST.** Interest will be assessed on your Account as follows:

- a. Interest Calculation. We use the daily balance method (including new purchases) to calculate the interest charges for each Billing Period. We calculate the interest charges separately on the purchase balance that is subject to an APR. We figure the interest charges on the purchase balance by multiplying the "Daily Balance" by the DPR that applies to that balance. We calculate this each day of the Billing Period and the sum results in the total interest charges for that balance for the Billing Period. The minimum interest charge is \$1.00 for each Billing Period during which an interest charge is imposed. We first calculate the "Daily Balance" each day as follows: (1) we take the previous day's purchase balance (which may include unpaid interest and fees), (2) add new purchases (including fees and other charges) to the purchase balance, (3) add any interest accrued on the previous day to the purchase balance as applicable (this results in daily compounding of interest) and (4) subtract from the applicable balance as of the date posted to your Account any payments, credits or any other adjustments to your Account. If a Daily Balance is negative, we treat it as zero.
- b. Avoiding Interest. Your Payment Due Date will be at least twenty one (21) days after the close of each Billing Period. If you pay your full Statement Balance by the Payment Due Date each month, we will not charge interest on any new Transactions that post to the purchase balance. If you have been paying your Account in full without interest charges, but fail to pay your next Statement Balance in full, we will charge interest on the unpaid balance. Interest will begin to accrue from the date of the Transaction if you do not pay your entire Statement Balance in full by the Payment Due Date.
- c. Annual Percentage Rate (APR). The APR applicable to your Account will be specified in the accompanying Rates and Fees Table. We use the Prime Rate from the rates section of the Wall Street Journal, published two business days before the end of the Billing Period. Your APR is the Prime Rate plus 7.49% to Prime Rate plus 28.49%. Your DPR is 1/365 of the corresponding APR. If the Wall Street Journal does not publish a rate on that day, we will use the Prime Rate for the previous business day. If the Wall Street Journal is no longer published, we may use the Prime Rate from any other newspaper. Or, we may choose to use a different, similar published rate. If the Prime Rate increases, variable APRs will increase. In that case, you may pay more interest and may have a higher payment or balance due. When the Prime Rate changes, the resulting changes to variable APRs will be reflected on your next billing statement. We reserve the right to increase or decrease the applicable APR at any time and for any reason, but we will provide you with at least 30 days advance notice of any such change. Any change to the applicable APR will apply to existing balances and new transactions after the effective date of such change.

**6. FEES.** The following fees will apply to your Account as described in this Agreement:

- a. Late Payment Fee. *Warning:* If you fail to make your Minimum Payment Amount by the Payment Due Date specified in any billing statement, you will be: (i) deemed late and delinquent with respect to such payment; and (ii) responsible for paying a late fee as disclosed in the accompanying Rates and Fees Table.
- b. Returned Payment Fee. A Returned Payment Fee as disclosed in the accompanying Rates and Fees Table may be assessed as a purchase Transaction against the Account if any ACH transaction results in a returned ACH item.
- c. Foreign Transaction Fees. A fee equal to 2.7% of each transaction after conversion to US dollars will be imposed on all foreign transactions. If a transaction is in a foreign currency, Mastercard International will convert the transaction into U.S. dollars using their own currency conversion procedures, and then will send us the transaction amount. The exchange rate will be determined using either the range of rates available in the wholesale currency markets for the processing date (which may be different than the card association receives) or a government-mandated rate in effect on that date. The exchange rate used by Mastercard may differ from the rate on the date of your transaction. In the case of returned or exchanged merchandise that was purchased in a foreign currency, the exchange rate is determined on the date of the return.
- d. Other Fees. From time to time, we may require you to pay additional fees for providing you with various optional value-added services that we agree to provide to you. The amount of each such fee will be clearly disclosed to you beforehand and you hereby agree to pay such amounts if you choose to accept such services. Examples of such value-added services include, but shall not be limited to, processing expedited payments, sending correspondence via facsimile, etc.

**7. FURTHER INQUIRIES AND REPORTING.**

- a. You authorize us, Servicer, and any other service provider to obtain business and personal credit reports on you and any Guarantor, respectively, while you have an open Account or apply for a new Account from time to time for any lawful purpose, including, but not limited to, any update, renewal or extension of credit, or to verify or re-verify your employment. Upon request by you or the Guarantor, we will advise you (or the Guarantor, as applicable) if we obtained a credit report and we will give you (or the Guarantor, as applicable) the credit bureaus' name and address. You agree that we may report our credit experiences with you to third parties as permitted by law. You also agree that we may report information about each Account to credit bureaus. Late payments, missed payments, or other defaults on an Account may be reflected in information reported to credit bureaus and such reporting may have a negative impact on your credit report. You (or the Guarantor, as applicable) may contact us at [card.intuit.com](http://card.intuit.com) or 1-888-464-7840 with any dispute about the accuracy of information we plan to, or have, reported to credit bureaus. You are hereby notified that a negative credit report reflecting on your business credit record may be submitted to a credit reporting agency if you or any Guarantor fail to fulfill the terms of this Agreement.
- b. You and each Guarantor each agree to provide us with such information about your financial condition and operations and each Guarantor, as we may, from time to time, reasonably require. You and each Guarantor agree to provide any required authorization for us to obtain your

financial information including, but not limited to, tax information, and any information concerning your business as we may request. You authorize us and Servicer to act as your agent for purposes of accessing and retrieving your Transaction history information regarding your designated merchant processor(s) if any. You also agree that we may release information to comply with governmental reporting or legal process that we believe may be required, whether or not such is in fact required, or when necessary or helpful in completing a Transaction, or when investigating a loss or potential loss. Where required by us during the application process for each Account and in servicing an Account, you agree that we, our Servicer, our affiliates or agents may share (i) business information, such as the your federal tax ID, SIC or NAICS Code and telephone number, (ii) Account information, such as the number of guarantors, account number, account type and collateral type (if any), and (iii) other information with third parties, such as Experian, periodically in connection with each Account. We rely on information from third parties, such as Experian and its clients in providing the Accounts. Third parties' clients may use the shared information for any legal purpose in accordance with applicable laws and regulations. You further agree that we, our Servicer, our affiliates or agents are not responsible for the use by third parties or their clients of any such shared information. Without limiting the foregoing, you authorize us and our Servicer to share information about you and information related to your Account as permitted by law.

- 8. DEFAULT; ENTIRE BALANCE DUE.** To the greatest extent not prohibited by applicable law, you will be in default under this Agreement if any of the following happens (herein, each an "Event of Default"): (i) You fail to make any payment under this Agreement or any other agreement with us when due; (ii) You fail to comply with or to perform any term, obligation, covenant or condition under this Agreement; (iii) You are in default under any loan or any other agreement, in favor of any other party to whom you owe a debt; (iv) You change, without providing us with written notice, (a) your name, your ownership, your place of business or, if more than one, any change in your key executives, Administrator(s), Authorized User(s), Principal Owner(s), or Beneficial Owner(s) (as defined in the Beneficial Ownership Rule, 31 CFR Section 1010.230(d)), or your mailing address or organizational identification number if you have one, or (b) your type of organization, jurisdiction of organization, or other legal structure; (v) You liquidate or dissolve, or enter into any consolidation merger, partnership, joint venture or other combination; (vi) You sell any assets except in the ordinary course of your business as now conducted, or you sell, lease, assign, or transfer any substantial part of your business or fixed assets or any property or other assets necessary for the continuance of your business as now conducted, including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (vii) any guaranty of performance given to us ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any Guarantor denies that such Guarantor has any further liability under such guaranty; or any Guarantor defaults in any provision of any guaranty, or any financial information provided by such Guarantor is false or misleading; (viii) if you are a sole proprietorship, the personal guarantor dies; if you are a trust, a trustor dies; if you are a partnership, any general or managing partner dies; if you are a corporation, any principal officer or 10% or greater shareholder dies; if you are a limited liability company, any managing member dies; if you are any other form of business entity, any person(s)

directly or indirectly controlling ten percent (10%) or more of the ownership interests of such entity dies; (ix) You file a petition in bankruptcy under the United States Bankruptcy Code, be adjudicated as bankrupt or insolvent under any federal or state law, or makes an assignment for the benefit of creditors; (x) any representation or statement made by you or on your behalf is false or misleading either now or at the time made; (xi) We believe you are unable or unwilling to pay your debts when due or otherwise satisfy your obligations under this Agreement; (xii) We believe the Account is being used for suspicious or fraudulent activities; or (xiii) any of the events described in this default section occurs with respect to any Guarantor.

Upon the occurrence of an Event of Default, at our sole and absolute discretion and without prior notice to you, we may reduce your spending limit, cease to authorize charges, refuse to issue new Credit Cards, terminate the Account, and/or we may deem all amounts you owe in connection with the Account to be immediately due and payable. You agree to pay any and all legal fees we incur and all other reasonable costs we incur while collecting amounts you owe under this Agreement, including the collection of late payment fees. Except as may be prohibited by applicable law, all of our rights and remedies, whether evidenced by this Agreement, any related documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Our election to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform your obligation under the Agreement, after your failure to perform, shall not affect our right to declare a default and exercise its remedies.

Notwithstanding the above, we or Servicer may close your Account for any reason, at Issuer's or Servicers' sole and absolute discretion, with or without notice to you.

9. **NOTICE OF DEFAULT.** You agree to provide, immediately upon becoming aware of the existence of any condition or event which with the lapse of time or failure to give notice would constitute an Event of Default under this Agreement, written notice specifying the nature and period of the existence of such condition or event and any action which you are taking or propose to take with respect thereto. Such notice shall comply with the requirements of Section 25 below.
10. **CREDIT LIMIT.** If your application for an Account is approved, we will notify you of the total Credit Limit established for the Account. By using the Account or signing, keeping, or using any Credit Card issued to you or to any Authorized User, you, such Authorized User(s), and your Administrator(s) expressly agree that we may, at any time and for any reason, change the terms of your Account, including but not limited to, increasing, reducing or revoking your Credit Limit. We will provide notice of any such changes as required by law. We reserve the right, in our sole and absolute discretion, to authorize any Transactions that would cause the Credit Limit to be exceeded. Our authorization of any such Transaction does not, and shall not be construed to, increase your Credit Limit. Any portion of your outstanding balance that exceeds your Credit Limit will be treated in the same manner as any other outstanding balance or Transaction under the terms of this Agreement.
11. **ADMINISTRATORS.** You may designate one or more Administrators to administer the Account. Each Administrator shall have the authority to designate or terminate Authorized Users, view billing statements and Account and Transaction information, and otherwise manage and

control your Account. The permissions and powers of an Administrator include all rights belonging to you with respect to the Account including but not limited to the rights (in any manner that each Administrator may in his or her absolute discretion see fit) to manage, control, operate, modify, and/or access the Account.

We may rely upon any instruction, decision, designation of authority, or information that we, in our sole reasonable discretion, believe originated with an Administrator. We may, at our absolute discretion, require additional security or process checks with respect to an Administrator's access to the Account or ability to provide instructions with respect to the Account. Our decision of whether to implement any such check(s) does not in any way diminish your liability for the actions of an Administrator. Each Administrator's authority will continue until we receive written notice from you or a duly authorized Company representative of the revocation of such Administrator's authority and we have had a reasonable opportunity to act on such notice.

- 12. AUTHORIZED USERS.** An Administrator may request that we add one or more Authorized Users and issue Credit Cards and/or Virtual Cards linked to the Account for use by the designated Authorized User(s) to authorize Transactions.

Requests to add one or more Authorized Users shall be in a form and format required by us, and shall include all information that we require, including, but not limited to, the Authorized User's name, home and/or Company mailing address, and personal and Company telephone number. You agree that we, in our sole and absolute discretion, may, but shall not be obligated to, grant your request to add such Authorized Users and if granted, to mail the requested Credit Card(s) to each Authorized User at the Company's mailing address. You may also request, and we, in our sole and absolute discretion may, but shall not be obligated to, grant any of the following: (i) that an Authorized User's Credit Card be placed on a "pause" status, or (ii) that a monthly spending limit be applied to an Authorized User's Credit Card. A "pause" status means that the Authorized User's access to the Account will be suspended until such time as an Administrator restores such access. Any monthly spending limits and/or "pause" statuses applicable to any Authorized User's Credit Card will not result in any increase or decrease to the Credit Limit available on the Account and are provided subject to the limitation of liability provision described in Section 21.

To prevent unauthorized use of the Account, you, each Administrator, and each Authorized User must (i) ensure that the named Authorized User signs the back of the relevant Credit Card in ink as soon as it is received; (ii) keep the Credit Card physically secure at all times; (iii) retrieve the Credit Card after each Transaction; (iv) never give out Credit Card details to unauthorized third-parties; and (v) protect all relevant personal identification numbers ("PINs"), telephone codes, on-line passwords, and any other codes that may be used in connection with a Credit Card or the Account. We, any merchant, and any financial institution may rely upon any individual's access to or possession of a Credit Card or Virtual Card as the sole evidence that such individual is authorized to use such Credit Card or Virtual Card, and we shall have no duty to question the authorization, purpose, or nature of such use by such individual. Each Credit Card shall be valid through the noted expiration date unless such Credit Card has been canceled.

- 13. ADMINISTRATORS AND AUTHORIZED USERS.** You acknowledge and agree that you are bound by, and ratify, all acts or omissions carried out by each Administrator and Authorized

User, that you are responsible for those acts and omissions, and that any violation of this Agreement by an Administrator or Authorized User shall be deemed a violation by you.

#### **14. ONLINE ACCESS TO THE ACCOUNT.**

- a. Online Access: We may enable you, Administrators, and/or Authorized Users to access the Account via the internet and/or a mobile application (“Online Access”). Use of the Account via Online Access shall be governed by this Agreement and by all of the applicable terms of use, conditions, privacy policies, notices, and all other similar agreements that may be made available in connection with providing the Online Access (the “Online Access Agreements”) and that govern or relate to the features, products, or services available on or through the Online Access. Each Online Access Agreement is hereby incorporated by reference into this Agreement. In the event of any conflict between the Online Access Agreements and this Agreement, this Agreement shall govern and control in all respects, and the Online Access Agreements shall not modify or supersede any term of this Agreement.
- b. Device Security, Unauthorized Access: You are responsible for maintaining the security of the devices that you, Administrators, and Authorized Users use for Online Access. You must ensure the security of all password(s), PINs, codes, digital certificates, login credentials, and security access information related to Online Access. You are responsible for all activities that occur with respect to the Account using any of your logins or passwords, or the logins or passwords of any Administrator or Authorized User, including the activities of others using those credentials for Online Access. You, each Administrator, and each Authorized User agrees to contact us immediately at 1-888-464-7840 upon becoming aware of any actual or suspected unauthorized access or use of the Online Access.

You agree (to the maximum extent permitted by law) to hold us and Servicer harmless and to indemnify us and Servicer from and against any and all claims, losses, liability, damages, or demands (including, without limitation, reasonable attorneys' fees and court costs), direct or indirect, arising out of or in any way connected to the use of the Online Access by you, any Administrators, and any Authorized Users, except as caused by our gross negligence or willful misconduct.

- c. Availability of Online Access: We may suspend or discontinue Online Access, or any part thereof, at any time and for any reason, without notice. We may, in our sole and absolute discretion, immediately revoke your Online Access credentials, terminate this Agreement, and/or suspend or revoke the access or other credentials of an Administrator or Authorized User, if we reasonably believe that you or any Administrator or Authorized User fails to comply with the terms of this Agreement.
- d. Disclaimer of Warranty Regarding Online Access: WITHOUT LIMITING THE FOREGOING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, ONLINE ACCESS IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT. WE WILL MAKE COMMERCIALY REASONABLE EFFORTS TO PROVIDE ACCURATE INFORMATION IN CONNECTION WITH

ONLINE ACCESS, HOWEVER WE MAKE NO WARRANTY THAT (A) ONLINE ACCESS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (B) THE INFORMATION CONTAINED ON, RESULTS THAT MAY BE OBTAINED FROM THE USE OF, OR OTHER ASPECT OF ONLINE ACCESS WILL BE ACCURATE, CURRENT, COMPLETE OR RELIABLE.

## 15. COMMUNICATIONS.

- a. Electronic Disclosures. You and all Guarantors agree to receive this Agreement, and any disclosure, notice and communication and subsequent disclosures, notices and communications including billing statements (collectively, "Disclosures") that are required by law to be provided in writing at any email address provided to us. We will also provide electronic copies of Disclosures online. You and each Guarantor acknowledges that you and each Guarantor are able to print or otherwise retain electronic disclosures. You agree to give us your current email address for notices. If the email address changes, you must give us notice of the new address by contacting us at least three (3) days before the effective date of the change to Intuit Financing, Inc., P.O. Box 842978, Dallas, TX, 75284-2978.
- b. Electronic Communications. You and each Guarantor agree that we and Servicer may contact you and each Guarantor as provided in this paragraph. We may contact you and each Guarantor for any lawful reason, including for the collection of amounts owed under this Agreement. No such contact will be deemed unsolicited. You and each Guarantor specifically agree that we and Servicer may (i) contact you and each Guarantor at any address (including email) or telephone number (including wireless cellular telephone, ported landline or VoIP telephone number) as may be provided to us from time to time or that we are able to determine belongs to you or each Guarantor; (ii) use any means of communication, including, but not limited to, postal mail, electronic mail, telephone or other technology, to reach you and each Guarantor; (iii) use automatic dialing and announcing devices which may play recorded messages; and (iv) send text messages to your telephone and each Guarantor's telephone. You or the applicable Guarantor may incur charges from the company that provides telecommunications, wireless and/or internet services. You and each Guarantor agree that we and Servicer have no liability for such charges. You or Guarantor may withdraw this express consent at any time by contacting us at 1-888-464-7840 and telling us specifically what address or telephone number not to use.
- c. Monitoring and Recording. By entering into this Agreement, you, each Guarantor, each Administrator, and each Authorized User acknowledge and expressly authorize us and Servicer to record and/or monitor telephone calls involving you, each Guarantor, each Administrator, and each Authorized User.

- 16. YOUR REPRESENTATIONS AND WARRANTIES.** You represent and warrant that: (i) you will comply with all laws, statutes, regulations and ordinances pertaining to the conduct of your business; (ii) your principal executive office and the office where you keep your records concerning your accounts, contract rights and other property is at the address provided in your application; (iii) you are duly organized, licensed, validly existing and in good standing under the laws of your state of formation and will hereafter remain in good standing in that state, are duly

qualified, licensed and in good standing in every other state in which you are doing business, will hereafter remain duly qualified, licensed and in good standing in every other state in which you are doing business, and will hereafter remain duly qualified, licensed and in good standing in every other state in which the failure to qualify or become licensed could have a material adverse effect on your financial condition, business or operations; (iv) your exact legal business name is set forth above; (v) the execution, delivery and performance of this Agreement, and any other document executed in connection herewith, are within your powers, have been duly authorized, are not in contravention of law or the terms of your charter, by-laws or other organization papers, or of any indenture, agreement or undertaking to which you are a party; (vi) all organization papers and all amendments thereto of the business have been duly filed and are in proper order and any capital stock issued by you and outstanding was and is properly issued and all books and records are accurate and up to date and will be so maintained; (vii) you (a) are subject to no charter, corporate or other legal restriction, or any judgment, award, decree, order, governmental rule or regulation or contractual restriction that could have a material adverse effect on your financial condition, business or prospects, and (b) are in compliance with your organization documents and by-laws, all contractual requirements by which you may be bound; (viii) there is no action, suit, proceeding or investigation pending or, to your knowledge, threatened against or affecting you or any of your assets before or by any court or other governmental authority which, if determined adversely to you, would have a material adverse effect on your financial condition, business or prospects; (ix) you have no present intention to close or cease operating your business, in whole or in part, temporarily or permanently; (x) all information provided by you or on your behalf in connection with this Agreement or during the term of this Agreement is and will be true, accurate and complete in all respects; (xi) the Account and Credit Cards established or issued under or pursuant to this Agreement shall be used only for business or commercial purposes, and we may rely upon any Transaction as evidence of use for this purpose; and (xii) all employees presented by an Administrator in a request to issue a Credit Card or become an Authorized User are fully authorized to use such Credit Card. The foregoing representations and warranties are made to induce Issuer to issue Credit Cards and to open an Account for you, and to extend credit to it from time to time, and shall constitute continuing representations and warranties until such time as the Agreement is terminated as herein provided, all Credit Cards have been returned to us, Servicer, or canceled, the Account has been canceled, and all obligations owing to us or Servicer under the Agreement have been paid in full.

- 17. ALLEGED LOST OR STOLEN CARDS & UNAUTHORIZED USE.** In the event of the alleged loss, theft, or unauthorized use of a Credit Card or the Account, you must notify us immediately via [card.intuit.com](http://card.intuit.com) or 1-888-464-7840. You may be liable to pay for all Account charges and Transactions that occur before we are notified of the alleged loss, theft, or unauthorized use. Notwithstanding the foregoing, if Company has obtained fewer than ten (10) Credit Cards in connection with the Account, then the liability of any Authorized User for Transactions by a person who does not have the actual, implied, or apparent authority to use a Credit Card and whose use does not result in a direct or indirect benefit to you will not exceed \$50 on that Credit Card. If Company has obtained ten (10) or more Credit Cards, Company expressly agrees that it shall be liable to us for Transactions by a person who does not have the actual, implied, or apparent authority to use a Credit Card, even if such use does not result in any

direct or indirect benefit to Company. All claims of alleged loss, theft, or unauthorized use of a Credit Card or the Account are subject to investigation.

You must recover the Credit Card(s) from any person whose authority to use the Credit Card has or will be terminated by you and from any unauthorized individual with possession or access to a Credit Card. You agree to provide reasonable assistance to us and any law enforcement authority in connection with the investigation and any prosecution of any person for unauthorized use of a Credit Card or the Account, including without limitation, providing an affidavit or similar written, signed statement from you, and any relevant Administrator, Authorized User, or Company employee. You will cooperate in all legal actions against any such person, including, but not limited to, promptly providing all available information with respect to the unauthorized use of a Credit Card and/or the Account, and taking reasonable steps to cause your employees and agents to provide any necessary written or oral information, documents, or testimony.

- 18. REWARDS PROGRAM.** Upon opening your Account, you will be enrolled in the Intuit Business Credit Card Rewards Program (the “Rewards Program”). Your participation in the Rewards Program is subject to the terms and conditions of the Intuit Business Credit Card™ Rewards Program Terms (the “Rewards Program Terms”) between you and QuickBooks Capital; WebBank is not a party to the Rewards Program Terms.
- 19. AMENDMENTS.** We may amend or modify any or all of the terms and conditions of this Agreement, including the Rates and Fees Table, at any time and for any reason without prior or written notice to you, except as prohibited by applicable law. Use of the Account, any Credit Card after the effective date of such amendment or modification shall constitute your agreement to such amendment or modification. This Section 19 (Amendments) is not part of and shall not apply to Section 26 (Disputes); changes to Section 26 (Disputes) are separately governed by the terms therein.
- 20. TERMINATION/CANCELLATION OF THE ACCOUNT.** Each Credit Card is our property and, except as otherwise required by applicable law, we may without liability or notice to you, any Administrator, or any Authorized User, suspend, revoke, cancel, or otherwise terminate all or any part of this Agreement, a Credit Card, or use of the Account by any Administrator or Authorized User.

Only the Principal Owner and account holder owner (“Account Owner”) may terminate the Account by providing notice of termination at [cardsupport@intuit.com](mailto:cardsupport@intuit.com) or 1-888-464-7840. Upon cancellation of the Account, all Credit Cards issued to you and any Authorized Users will be immediately inactivated, and no new charges will be authorized. However, the Account will remain open until you have fully paid all amounts due under this Agreement.

Upon the termination of this Agreement, you must ensure that all Credit Cards issued to Authorized Users are immediately destroyed, and we shall not be liable in contract, tort, or otherwise for failure to honor the Account or any Credit Card(s) under any circumstances.

- 21. LIMITATION OF LIABILITY.** Except as expressly prohibited by applicable law, we and Servicer will not be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages of any kind (including, without limitation, lost revenues, loss of profits, loss

of data, or loss of business), whether arising out of breach of contract, tort (including negligence) or otherwise, arising from this Agreement or relating to the obligations hereunder, even if advised of such potential damages.

- 22. GOVERNING LAW.** Except for the Arbitration Agreement in Section 26 which is governed by the FAA, this Agreement is governed by and will be construed in accordance with, applicable federal law and (to the extent state law applies) the laws of the state of Utah without regard to its conflict of laws provisions.
- 23. PROHIBITED TRANSACTIONS.** We may, at our sole and absolute discretion and without prior notice to you, prohibit your use of the Account in connection with certain types or categories of Transactions. Transaction types that we currently prohibit include, but are not limited to, the following: (i) advances of cash or cash equivalents (including, but not limited to, person-to-person transfers, balance transfers, purchases of travelers checks, gift cards, and purchases or reloading of prepaid cards, and wire transfers); (ii) Transactions that are prohibited by this Agreement or by any applicable law, rule, or regulation; (iii) Transactions involving certain specialty retailers (including, but not limited to, dating and escort services, and digital goods and games); (iv) gambling Transactions; and (v) Transactions involving the purchase of securities or bonds, and broker/dealer-related Transactions.
- 24. DISPUTES OVER TRANSACTIONS.** If you believe that we have made an error with respect to your Account, you may notify us by utilizing your Card Account mobile app, you may also contact us at 1-888-464-7840 for assistance. We will not be liable for any goods or services purchased with, or for a merchant's failure to honor purchases or Transactions made with the Account or a Credit Card. In a dispute with a merchant, we will be subrogated to your rights and each Authorized User's rights against the merchant. You must make a good faith effort to resolve or otherwise settle all disputes in any way related to delivery of goods or services or performance directly with the merchant involved; notwithstanding any dispute you may have with a merchant, you must pay the entire balance outstanding on the Account. Neither you nor any Guarantor (if any) may assert against us any claims or defenses that you (or any Guarantor) may have or believe that it, he, or she has against any merchant.
- 25. NOTICES.** Except as otherwise provided in this Agreement, any notice provided under this Agreement must be in writing but may be provided electronically. Notices will be deemed given when properly addressed and deposited in the U.S. mail, postage prepaid, First Class mail, delivered in person, or sent by registered mail, by certified mail, by nationally recognized overnight courier, or by electronic mail. Notice to you will be sent to the last known physical address or electronic mail address in our records for you. Notice to you will be deemed notice to all. Notice to us may be sent to: Intuit Financing, Inc., P.O. Box 842978, Dallas, TX, 75284-2978.
- 26. DISPUTES:** Most disagreements can be resolved informally and efficiently by contacting our customer support team.
  - a. Dispute Resolution Agreement. YOU AND WE AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR OUR DIRECT OR INDIRECT DEALINGS WITH ONE ANOTHER (A CLAIM) WILL BE DETERMINED BY BINDING

ARBITRATION OR SMALL CLAIMS COURT, INSTEAD OF IN COURTS OF GENERAL JURISDICTION. For purposes of this Section 26 (Disputes), (i) “we”, “us”, “our” includes Issuer, Servicer, and their respective directors, employees, affiliated companies, agents, vendors, and any other parties involved in any Claim or named as a defendant in any Claim; (ii) the term “you” and “your” includes the Principal Owner, the Company, each Guarantor and their respective directors, employees, affiliated companies, agents, vendors and any other parties involved in any Claim; and (iii) the term “Parties” shall include the you and us as defined in this Section 26(a) and with each of us and you as defined in this Section 26(a) individually being referred to as a “Party.”

- b. Small Claims Court. Either you or we can seek to have a Claim resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or we may seek to have a Claim resolved in small claims court in your county of address or the small claims court in closest proximity to your principal place of business.
- c. Arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You and we agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and we are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive the termination of this Agreement, your fulfillment or default of its obligations under this Agreement, and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law).
- d. Notice of Claim. If you or we elect to seek arbitration or resolution in small claims court, the Party seeking arbitration or small claims court must first send to the other Party a written notice of that Party’s Claim (“Notice of Claim”). A Notice of Claim to us should be sent to Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The Notice of Claim should include both the mailing address and email address you would like us to use to contact you. If we elect to seek arbitration, we will send, by certified mail, a written Notice of Claim to your address on file. A Notice of Claim, whether sent by you or us, must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific amount and/or nature of damages or other relief sought.
- e. Informal Resolution. You and we agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. You and we therefore agree that, after a Notice of Claim is sent but before either you or we commence arbitration or file a Claim in small claims court against the other, you and we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any Claim covered by this Agreement. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference. Likewise, if we are represented by counsel, our counsel may participate in the conference as well, but we agree to have a non-lawyer company representative fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the Parties engage in the informal dispute resolution process required by this paragraph.

- f. Commencing Arbitration or Small Claims Proceedings. If you and we do not reach an agreement to resolve the Claim within sixty (60) days after the Notice of Claim is received, you or we may commence an arbitration proceeding by filing a Demand for Arbitration or, alternatively, by filing a Claim in small claims court. You and we agree that either may not commence any arbitration or file a Claim in small claims court unless you and we are unable to resolve the claim within sixty (60) days after receipt of a completed Notice of Claim and the Party seeking arbitration or small claims court has made a good faith effort to resolve the Claim directly with the other Party during that time. If a Claim qualifies for small claims court, but a Party commences an arbitration proceeding, you and we agree that either Party may elect instead to have the Claim resolved in small claims court, and upon written notice of a Party's election, the American Arbitration Association (AAA) will administratively close the arbitration proceeding. Any dispute about whether a Claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the Claim should proceed in arbitration is reached. You may download or copy a form of notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. The arbitration will be conducted by the AAA before a single AAA arbitrator under the AAA's rules, which are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879, except as modified by this Agreement. Unless you and we agree otherwise, any arbitration hearings will take place in the federal judicial district of either your residence or of the mailing address the Company provided in its Notice of Claim.
- g. Arbitration Proceedings: Arbitrators. The arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of Utah or the state of the Company address and will be selected by the Parties from the AAAs National Roster of arbitrators. The arbitrator will be selected using the following procedure: (i) the AAA will send the Parties a list of five candidates meeting this criteria; (ii) if the Parties cannot agree on an arbitrator from the list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (iii) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (iv) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. The arbitrator is bound by this Agreement. Except as otherwise provided in Section 26(j) below, all issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.
- h. Arbitration Proceedings; Administrative Conference. The Parties agree that an administrative conference with the AAA shall be conducted in each arbitration proceeding, and you and a non-lawyer representative of ours shall appear at the administrative conference via telephone. If you or we fail to appear at the administrative conference, regardless of whether the relevant Party's counsel attends, the AAA will enter an order for the Party that did not appear to show cause why AAA should not administratively close the arbitration proceeding without prejudice or enter a default award as appropriate.
- i. Arbitration Proceedings: Decisions The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The award shall be binding only among the Parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. We will not seek to recover our attorneys fees and costs in arbitration from you unless the arbitrator finds that either the

substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Judgment on any award may be entered in any court having jurisdiction. This agreement to arbitrate shall not preclude any party to the arbitration from at any time seeking injunctions or other forms of equitable relief in aid of arbitration from a court of appropriate jurisdiction including whether a Demand for Arbitration is filed in violation of this Agreement.

- j. Injunctive and Declaratory Relief. Except as provided in Section 26(b) above, the arbitrator shall determine all issues of liability on the merits of any Claim asserted by you or us and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a Claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The Parties agree that litigation and any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration. Before a court of competent jurisdiction issues any public injunctive relief, it shall review the factual findings of the arbitration award on which any injunction would issue with no deference to the arbitrator.
- k. Arbitration Fees and Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee, but we will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal or state court in the Company's county of address. If the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and we will not reimburse your initial filing fee. The Parties agree that the AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or us, and you and we waive any objection to such fee modification.
- l. Class Action Waiver. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if a Party has elected arbitration, unless both you and we agree otherwise, the arbitrator may not consolidate any other person's Claims with the claimant's Claims and may not otherwise preside over any form of a representative or class proceeding. If you or we believe that any Claim filed in arbitration or in court is inconsistent with the limitations in this Section 26(l), then such Party may seek an order from a court determining whether the Claim is within the scope of this Class Action Waiver. If any portion of this Section 26 (Disputes) cannot be enforced, the rest of the Section will continue to apply, provided that if this Class Action Waiver is found to be unenforceable, then the entirety of this Section 26 shall be null and void. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claims later asserted in that lawsuit.

- m. Right to Opt Out: YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT MUST EXERCISE THIS RIGHT PROMPTLY. If you do not wish to be bound by this agreement to arbitrate, you must notify us in writing within sixty (60) days after the date you sign this Agreement. You must send your opt-out request by sending a written request to: Intuit Financing, Inc., P.O. Box 842978, Dallas, TX, 75284-2978. The request must include your full name, individual contact person, address, account number, and the statement, "I reject the arbitration provision contained in my Intuit Business Credit Card Agreement." If you exercise the right to reject arbitration, the other terms of this Agreement shall remain in full force and effect as if you had not rejected arbitration.
- n. Amendments: Disputes. You agree that we may change any term of this Section 26 (Disputes) or add new terms (each a "Dispute Amendment") by providing you with at least forty five (45) days prior written notice (which may be through electronic means); provided that, we may not revoke or terminate this Section 26 (Disputes) in its entirety. During the forty five (45) day period, you may reject any Dispute Amendment. To reject a Dispute Amendment, you must notify us by sending a written request to: Intuit Financing, Inc., P.O. Box 842978, Dallas, TX, 75284-2978. The request must include your full name, individual contact person, address, account number, the date, identify the specific Dispute Amendment, and the statement, "I reject the Dispute Amendment to the arbitration provision contained in my Intuit Business Credit Card Agreement." If you timely reject a Dispute Amendment, the specifically identified Dispute Amendment will not apply to you. However all of the other terms of this Section 26 (Disputes) will apply and you may be required to arbitrate any Claim. If you or we commence arbitration within the forty five (45) day notice period, the terms of this Section 26 (Disputes) in effect prior to the notice of the Dispute Amendment will apply.

## **27. MISCELLANEOUS.**

- a. The Relationship. Nothing herein contained shall constitute the Parties as partners or co-venturers or render us or Servicer liable for any of your debts or liabilities.
- b. Severability. In case any one or more of the provisions contained in this Agreement should be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby to the greatest extent consistent with the stated intent of the parties.
- c. Assignability. The Agreement shall be binding upon and shall inure to our and your benefit, and to your and our respective successors and assigns. This Agreement, and any of the rights hereunder, may not be assigned by you without our prior written consent. You further agree that, prior to any sale, transfer, or assignment of your business or business interests, you shall give written notice of the existence of this agreement to any proposed purchaser, transferee, assignee, or other successor in interest to you and shall immediately provide us with a written copy of any such notice. In no event shall you be relieved of any liability to us or Servicer arising hereunder unless and until a purchase, transferee, assignee, or other successor in interest to your business shall expressly assume such liability in writing and we, in our sole and absolute discretion, accept the written assumption of such liability. We may assign the Account, in whole or in part, and any of our rights under this Agreement without your consent.

- d. No Waiver of Rights. No delay on our part to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.

**28. PERSONAL GUARANTY.** Each Guarantor jointly and severally (if more than one), absolutely and unconditionally guarantees the prompt payment to us, including our successors and assignees, of any and all amounts owed by you pursuant to the Agreement (the “Personal Guaranty”). Each Guarantor further agrees to repay the amount owed under this Agreement on demand, without requiring us first to enforce payment against you and that separate action may be brought against each Guarantor without proceeding against you. Each Guarantor is jointly and severally liable with you for the payments due under this Agreement. This is a guarantee of payment and not of collection. This is an absolute, unconditional, primary, and continuing obligation (irrespective of (a) any lack of validity, regularity, or enforceability of this Agreement, (b) any circumstances that might constitute a legal or equitable discharge of the Guarantor, and (c) any other circumstances which might otherwise constitute a defense available to, or a discharge of the Company and/or Principal Owner until full payment of the guaranteed obligations is made. This guaranty will remain in full force and effect until the first to occur of the following: (a) all amounts owed under this Agreement are paid in full and we have terminated this Personal Guaranty, or (b) 30 days after the date on which written notice of revocation is actually received and accepted by us. No revocation will affect the then existing liabilities of the revoking Guarantor under this Personal Guaranty. We may report information about this Account and the Guarantor to credit bureaus. Late payments, missed payments, or other defaults on this Account may be reflected in the Guarantor’s personal credit report. Guarantors may contact Servicer at 1-888-464-7840 with any dispute about the accuracy of information we plan to, or have, reported to credit bureaus. Guarantor is hereby notified that a negative credit report reflecting on Guarantor’s personal credit record may be submitted to a credit reporting agency if Guarantor fails to fulfill the terms of this Agreement. Each Guarantor has the power and authority and the legal right to execute, deliver and perform this Personal Guaranty and has taken all necessary action to authorize the execution, delivery and performance of this Personal Guaranty. Each Guarantor has reviewed and approved the Agreement; (b) Guarantor has carefully read this Personal Guaranty and has, or has had a reasonable opportunity to, consulted with its attorney. Each Guarantor understands the contents of this Personal Guaranty and signs this Personal Guaranty as its free act and deed. Each Guarantor waives all notices to which the Guarantor might otherwise be entitled by law, and also waives all defenses, legal or equitable, otherwise available to the Guarantor. Each Guarantor authorizes us (whether or not after termination of this Personal Guaranty), without notice or demand (except as shall be required by applicable statute which cannot be waived), and without affecting or impairing its liability hereunder, from time to time to (a) renew, compromise, extend, increase, accelerate or otherwise change the time for payment of, or otherwise change the terms of, the guaranteed obligations or any part thereof, including increase or decrease of the rate of interest thereon; (b) exercise or refrain from exercising any rights against you or others or otherwise refrain from acting; and (c) consent to or waive any breach of, or any act, omission or default under, the Agreement. If you avoid any payments due under the Agreement as a result of insolvency or dissolution, the Guarantor’s obligations shall

continue as if the payment had not been avoided and we shall be entitled to recover the amount from such Guarantor. This Personal Guaranty will be construed in accordance with the laws of Utah and will inure to the benefit of us, our successors and assigns. To the greatest extent not prohibited by applicable law, the Guarantor is subject to section 26 and waives its right to a trial by jury of any claim or cause of action based upon, arising out of or related to this Personal Guaranty and the Agreement, in any legal action or proceeding. Any such claim or cause of action will be tried by a court sitting without a jury. Guarantor intends to authenticate this writing, agrees to all its terms and electronically signs this Agreement and Personal Guaranty with the same force and effect as a manual signature. The Guarantor agrees to be bound by the terms of this Agreement. Guarantor agrees to indemnify us and Servicer against all loss occasioned by, or arising from, any legal limitation, disability or lack of capacity or authority of, or affecting, your or any person acting or purporting to act on your behalf, regarding these guaranty obligations. The electronic record of the Guarantor's electronic signature, if any, is hereby made a part of this Agreement.

29. **PRIVACY:** Servicer may use your information in accordance with its privacy policy available at <https://www.intuit.com/privacy/>. Issuer may use your information in accordance with its Privacy Notice.
30. **USA PATRIOT ACT:** 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 to 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.

We may also require you to provide information identifying your Company and its Principal Owners and Beneficial Owners (as such term is defined at 31 CFR 1010.230(d) or in any other applicable law, as such laws may be updated from time to time), and other information required by us in connection with opening and establishing your Accounts, and you agree to keep such information current and to notify us of any changes to the Principal Owners and/or Beneficial Owners. You represent and agree that you, each of the Principal Owners of the Company, each Administrator, each Authorized User, each Guarantor, and each of the employees of the Company are not currently and will not become subject to a U.S. Office of Foreign Asset Control ("OFAC") list, or any law, regulation, or other list of any government agency that prohibits or limits us from providing Accounts or Credit Cards to you or from otherwise conducting business with you.

#### **NOTICES:**

Notice to California Residents: The applicant, if married, may apply for a separate account.

**Notice to Missouri Residents: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are**

**contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

Notice to Nebraska Residents: A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit, must be in writing to be effective.

Notice to Rhode Island Residents: A consumer credit report may be requested in connection with the application, including with respect to guarantors.