The Business and the Bank agree that the arbitrator(s):

(a) shall limit discovery to information reasonably necessary to

(b) shall award the prevailing party, or agree to arbitrate disputes concerning:

(c) the validity, interpretation, scope or enforceability of this

This provision limits the Business' rights to a jury. The jurisdiction, the practice, or

This provision shall survive termination of this Agreement. The

Any dispute as to

The Business and the Bank have, those people and their disputes cannot be part

The Bank has a reasonable basis to believe that the Business has failed to comply with the terms of this Agreement.

Any arbitration proceeding may be conducted by a single arbitrator or by three arbitrators.

the Business may not assign, delegate, or transfer the Account or any of

Any demand for judicial reference under this Agreement must be made before the

The Bank has a reasonable basis to believe that the Business has failed to comply with the terms of this Agreement.

The Business and the Bank may initiate judicial reference by giving written notice of the intent to initiate judicial reference to the other party and by giving notice to the other party's representative or address.

Business and Bank shall be considered to have exceeded the Business Credit Limit for all purposes of this

The Bank has a reasonable basis to believe that the Business has failed to comply with the terms of this Agreement.

the Business may not assign, delegate, or transfer the Account or any of

Any demand for judicial reference under this Agreement must be made before the

in accordance with the terms of this Agreement.

These terms and conditions are subject to change from time to time in accordance with applicable law.

of the Business and the Bank have, those people and their disputes cannot be part

Any claim or dispute other than

in accordance with the terms of this Agreement.

Any dispute as to

the Business may not assign, delegate, or transfer the Account or any of

Any demand for judicial reference under this Agreement must be made before the

The Business and the Bank have, those people and their disputes cannot be part

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10. Fees.

We use the Prime Rate in Interest on Cash Advances: Interest will be charged on all Cash Advances during Billing Cycles. “Prime Rate” means the rate in effect from time to time as determined by the Bank. The rate effective as of the first day of a Billing Cycle will be in effect for the remainder of that Billing Cycle, regardless of any change in the Prime Rate during the Billing Cycle. If the Bank reserves the right to allocate interest to the Account or any Cardholder Account, as applicable, among, for example, fees and interest, then the Bank reserves the right to determine, in its sole discretion, the manner in which such interest will be allocated. If the Bank reserves the right to allocate interest to the Account or any Cardholder Account, as applicable, to more than one billing cycle at a time, then the Bank may reverse interest paid for an outstanding balance that may exist at the end of the Billing Cycle in the event that the Bank reserves the right to allocate such interest to the Account or any Cardholder Account, as applicable, for the next Billing Cycle. If the Bank reserves the right to allocate interest to the Account or any Cardholder Account, as applicable, among, for example, fees and interest, then the Bank reserves the right to determine, in its sole discretion, the manner in which such interest will be allocated. If the Bank reserves the right to allocate interest to the Account or any Cardholder Account, as applicable, to more than one billing cycle at a time, then the Bank may reverse interest paid for an outstanding balance that may exist at the end of the Billing Cycle in the event that the Bank reserves the right to allocate such interest to the Account or any Cardholder Account, as applicable, for the next Billing Cycle.

3. Cash Advances.

We may allow the Business to make special offers to the Business which involve a temporary reduction in certain promotional rates, the Daily Periodic Rates and Annual Percentage Rates applicable to Billing Cycles. If the Business has made special offers to the Business which involve a temporary reduction in certain promotional rates, the Business agrees that the Bank shall be entitled to apply the Business’ reduced-promotional rates to the next Billing Cycle based on increases and decreases in the Prime Rate.


The Billing Cycle is the period during which we will assess interest charges, if any, on purchases, Balance Transfers or Cash Advances as of the date of each purchase, Balance Transfer or Cash Advance. The Billing Cycle begins on the date of the first transaction and ends on the last day of the stated Billing Cycle. Each Billing Cycle begins on the first day of the month and ends on the last day of the month. The starting date of each Billing Cycle will be as follows:

(b) the date, number and amount of each Check, and (2) the name of the person, company or agency to whom the Check is payable. The Bank needs at least four days to process each Check, so the Bank’s service date for a Check will be the date that the Bank receives the Check or the date that the Check is sent to the person(s), company or agency to whom it is payable, whichever is later. New Cash Advances obtained by use of Checks, the Bank otherwise reserves the Business’ payments in Alabama.

The liquidity of the United States is in the hands of the Bank and of the Federal Reserve System. The Bank is not in a position to pay off the balances of the Banks in the United States or the United States Treasury, and the Business agrees that the Bank shall be entitled to use reasonable means to effectuate its rights and remedies under this Agreement. The Bank reserves the right to determine, in its sole discretion, the manner in which such interest will be allocated. If the Bank reserves the right to allocate interest to the Account or any Cardholder Account, as applicable, to more than one billing cycle at a time, then the Bank may reverse interest paid for an outstanding balance that may exist at the end of the Billing Cycle in the event that the Bank reserves the right to allocate such interest to the Account or any Cardholder Account, as applicable, for the next Billing Cycle.