



# Corporate and Joint Liability Accountholder Agreement

This agreement between you and Elan Financial Services governs your use of an Elan Financial Services commercial charge account (referred to in this agreement as “your account”), whether through the use of a physical card or through any other medium. Before you use your account, please read this agreement closely.

## The account

Your account is a business-purpose account designed to allow you to purchase goods and services related to the business of the Account Program Sponsor (which is typically your employer, a party you are doing work for, or other business or organization that has authorized your use of your account). It must not be used to make personal, family or household purchases. Since your account is for business purposes only, you may not have consumer protection law rights or remedies, including those related to unauthorized charges.

We may have sent you a physical card (a “card”) at the request of the Account Program Sponsor. The card is the property of Elan Financial Services and Elan Financial Services may for any reason prevent you from using the card or your account. If the Account Program Sponsor or Elan Financial Services asks you to give them the card, you must do so.

## Accepting this agreement

By using your account or signing the card, you accept the terms of this agreement, the [Elan Financial Services Privacy Policy](#), found at [elanpaymentsolutions.com](#), and any other documents incorporated herein by reference. If you don't wish to accept this agreement, cut the card into pieces and dispose of it.

## Making purchases

You may use your account only to make purchases that directly or indirectly benefit the Account Program Sponsor, as communicated to you by the Account Program Sponsor. Elan Financial Services or the Account Program Sponsor may limit the types of purchases that may be made with your account such as by category, merchant type or geographic location. Merchant acceptance of a similarly logoed credit card is not a guaranty that your account can be used at that merchant to make a purchase. Elan Financial Services is not responsible if a merchant refuses to accept your account for a purchase or other transaction.

You must not allow anyone else to use your account unless specifically instructed by the Account Program Sponsor.

You must not use your account to make purchases that are against the law in the United States, even if a purchase is permitted under the law where you make the purchase or where the merchant is located. You agree that you will not use your card for illegal internet-gambling or any transaction that is illegal under U.S. law, or not permitted by network rules. Elan Financial Services also reserves the right to deny authorization of any charge.

Elan Financial Services will prevent you from using your account if you don't comply with this agreement, if you stop working for the Account Program Sponsor, or upon termination of the contract between Elan Financial Services and the Account Program Sponsor.

## Billing statement

A statement listing all purchases, fees, and other transactions on your account during the period covered by the statement will either be (i) made available to you or the Account Program Sponsor by electronic means, (ii) mailed to the address Elan Financial Services has on file for you or (iii) delivered to the Account Program Sponsor. Your obligations, if any, with respect to reviewing such statement will be determined and communicated by the Account Program Sponsor. If you change your mailing address, you must promptly notify Elan Financial Services by calling the customer service number located on the back of the card or on Elan Financial Services's website, or by writing to Elan Financial Services, Corporate Payment Systems, P.O. Box 6343, Fargo, ND 58125-6343.

## Fees

Elan Financial Services and the Account Program Sponsor have established the particular fees that may be imposed in connection with the use of your account. Fees Elan Financial Services might charge include the following:

- Annual fees: as they appear on statements, including paper statement fees.
- Cash-advance fee: percentage of the cash advance amount, up to 2.75%.
- Foreign transaction fee: Up to 3.0%. Applies to all non-U.S. Dollar charges or transactions on your account made at merchants, automated teller machines, or financial institutions.
- Late-payment fee: a percentage of the past-due amount up to 2.5%. Elan Financial Services may charge an additional late-payment fee in each statement until the past-due amount is paid in full.
- Returned-payment fee: \$30 for a check presented or other payment that cannot be processed or is not otherwise honored by Elan Financial Services.
- Statement fee: \$9 for an additional paper copy of a statement.

## Liability for charges

The Account Program Sponsor (and if this program has Joint Liability as described below) is responsible for all charges and fees on the account.

If someone other than you uses your account, you understand that the Account Program Sponsor (and you if this program has Joint Liability) will be liable for all charges and any interest, fees and losses incurred to the maximum extent permitted by law. The Account Program Sponsor (and you if this program has Joint Liability) will not be liable for unauthorized charges that occur after you notify Elan Financial Services of any lost, stolen or compromised card or account in accordance with this Agreement. You will cooperate fully in any investigation by Elan Financial Services and/or the relevant authorities into the loss, theft or possible unauthorized use of your account and you will complete and sign any additional documentation that may be required by Elan Financial Services in that investigation.

## Your responsibility for making payments

The Account Program Sponsor may establish its program with either "Corporate Liability" or "Joint Liability". If the program has "Corporate Liability" you have no legal obligation to Elan Financial Services to pay for any charges or fees relates to your account. However, the Account Program Sponsor may require you to reimburse them for transactions that are not authorized under their policies. If the program has "Joint Liability" both the Account Program Sponsor and you are legally obligated to pay for the charges and fees related to your account. This obligation is independent of any agreement or program for reimbursement that may exist between you and the Account Program Sponsor. If you are unsure whether this is a Corporate Liability or Joint Liability program, please contact the Commercial Card Program administrator with the Account Program Sponsor for more information.

Any payment to your account must be made in U.S. dollars. Payments to Elan Financial Services made by check must be drawn on a financial institution located in the United States and sent to Elan Financial Services at the address shown on the most recent statement.

## Cash advances

If the Account Program Sponsor permits it, you may obtain a cash advance on your account in each of the following ways:

- by presenting the card at a bank or other financial institution that accepts the card for that purpose
- by withdrawing cash from an automatic teller machine using the personal identification number (PIN) you set for the card
- by using a convenience check (if the Account Program Sponsor permits it).

The amount of a cash advance (plus a cash-advance or convenience-check fee) will appear on the next statement.

Elan Financial Services will not be responsible if you're unable to obtain a cash advance because an automatic teller machine or other Elan Financial Services system malfunctions, because an automatic teller machine has insufficient cash, or due to other circumstances beyond Elan Financial Services's control.

## Foreign transactions

You may use your account to make a purchase or other transaction in a currency other than U.S. Dollars. In such a case, the value of the foreign currency transaction will be converted into U.S. Dollars at the exchange rate established under applicable rules of the card network. Commercial airline foreign exchange rates are set by the airline. The exchange rate in effect when a foreign currency transaction is processed may differ from the rate in effect on the date of the foreign currency transaction or the date of the posting to your account. The amount due for a foreign currency transaction will be (A) the amount of the foreign currency in effect on the applicable processing date multiplied by (i) a rate selected by the card network from the rates available in wholesale currency markets for the applicable processing date (this rate may vary from the rate the card network itself receives); (ii) the government mandated rate; or (iii) the rate established by commercial airlines, plus (B) a foreign transaction fee of up to 3.0% of the amount determined in part (A).

If you receive a credit for a foreign transaction due to a return or otherwise, the exchange rate in effect when a credit for a foreign currency transaction is processed may differ from the rate in effect on the date of the original foreign currency transaction or the date of the posting of such transaction to your account.

## Being in default

You will be in default under this agreement if you fail to comply with any of the terms of this agreement, if you're insolvent, or upon your death.

If you're in default, then in addition to any other remedies it has under law, Elan Financial Services may limit or prevent further activity on your account. If this is a Joint Liability program and you fail to pay any amount that you owe, then you will be liable for Elan Financial Services collection costs. These collection costs may include fees of legal counsel for collection, plus the costs and expenses of legal action.

Elan Financial Services may sell or otherwise transfer to another creditor your account and Elan Financial Services's rights and obligations under this agreement.

## Canceling the card or account

To cancel the card or your account, call Elan Financial Services at the customer service number located on the back of your card or on Elan Financial Services's website, or write to Elan Financial Services, P.O. Box 6343, Fargo, ND 58125-6343.

If you use the card or your account after you have been notified that it has been canceled, that use may constitute fraud and may result in Elan Financial Services taking legal action against you. If the program has Joint Liability, you remain responsible for payment of any outstanding balance even though your account is closed. If your account is canceled, you must cancel all transactions billed on a recurring basis to your account or arrange for alternate payment methods.

## Renewal and replacement cards

Unless Elan Financial Services cancels it, the card will remain valid until the end of the last day of the month set forth as the expiration date printed on the card. Elan Financial Services will renew or replace the card in advance of the expiration date until you or the Account Program Sponsor tells Elan Financial Services to cancel the card or your account.

## Exchange of information between Elan Financial Services and the Account Program Sponsor

Elan Financial Services may give the Account Program Sponsor—and that may include your direct supervisor—information about how you use your account, including information about your failure to timely pay any amount you owe under this agreement. Elan Financial Services may ask the Account Program Sponsor for information about you and about how you use your account, including information about your job, where you work, and whether the Account Program Sponsor reimburses charges you make to your account. To facilitate processing of international transactions requests by you or the Account Program Sponsor, Elan Financial Services may transfer to merchants, processors, and service providers information about how you use your account.

## Lost or stolen cards or PINs

If you lose the card, if it's stolen, if someone uses the card or your account without your permission, or you suspect that your PIN has been compromised, you must immediately notify Elan Financial Services by calling the customer service number located on the back of the card or on Elan Financial Services's website. You must also notify the Account Program Sponsor in accordance with any instructions the Account Program Sponsor provides you. If you recover the card after you have notified Elan Financial Services that it was lost or stolen, we recommend you cut the card into pieces and dispose of it.

## Care and control of your card and PIN

You may select or change your PIN by using our automated telephone system or online user interface. Your card and PIN are each reserved strictly for your own use. You are responsible for the care and control of your card and your PIN. You must maintain them safely at all times, which includes without limitation that you must:

1. keep possession of your card and never permit anyone else to have possession of or use your card unless authorized by the Account Program Sponsor;
2. keep your card in sight at all times during a transaction;
3. memorize your PIN and never keep a written record of it;
4. keep your PIN strictly confidential as it is for your use alone;
5. take all reasonable precautions to ensure that no one finds out your PIN, including while you key-in your PIN at a merchant, an automated cash machine or otherwise;
6. avoid PIN combinations that may be easily determined by others, such as birthdays, phone numbers, age, Social Insurance Number, etc.;
7. ensure that each PIN is unique; and
8. change your PIN immediately if you know or suspect that someone else knows your PIN.

## Billing inquiries

To dispute a charge on a statement, you must notify Elan Financial Services no later than 60 days after the billing date of that statement by calling the customer service number located on the back of your card or on Elan Financial Services's website, or by writing to Elan Financial Services, P.O. Box 6335, Fargo, ND 58125-6335 (including your name and your account number) and stating the amount of the charge and the reason you believe the charge is or may be a mistake. If Elan Financial Services determines that you did in fact make a disputed charge or finds no information suggesting that someone else is responsible for that charge, you will be responsible for that charge if this is a Joint Liability program.

## Consenting to communications

Any time you provide Elan Financial Services with a telephone number for a cellular phone or other wireless device (including a number that you later convert to a cellular number), you're consenting to receive at that telephone number communications (including prerecorded or artificial voice-message calls, text messages, and calls made by an automatic telephone dialing system) from Elan Financial Services and its affiliates and agents. Such communications may result in your cellular provider charging you access fees. You will have the opportunity to opt out of such communications when you activate the card. This express consent applies to each telephone number that you provide to Elan Financial Services now or in the future and permits such calls for non-marketing purposes.

## Unaffiliated vendors

Elan Financial Services may inform you of products and services offered by unaffiliated vendors. If you elect to purchase any such products and services, Elan Financial Services will not be liable for any problems or complaints you have with any such purchase.

## Amending this agreement

Elan Financial Services may amend this agreement without your consent. If required by applicable law, Elan Financial Services will notify you in writing of the change. If direct notice to you is not required, notice of any change will be provided to the Program Administrator for the Account Program Sponsor, who will in turn notify you of such amendment. If you do not accept the changes, you must notify Elan Financial Services in writing within thirty (30) days after the effective date of the changes and cease using the card and account.

## No waiver

If Elan Financial Services accepts a late payment, a partial payment, or a payment marked as payment in full or in settlement of a dispute, accepting that payment will not limit Elan Financial Services's rights under this Agreement or under the law, or mean that we agree to change any amounts owing in any way.

No failure or delay by Elan Financial Services in exercising any right or remedy under this agreement operates as a waiver of that right or remedy. A waiver that Elan Financial Services grants on one occasion will not operate as a waiver on future occasions.

## Governing law

Minnesota law governs this Agreement. Account transactions are also governed by the bylaws and rules of the entity that oversees issuance of charge accounts and processing of transactions. That entity is either an affiliate of Visa USA, Inc. or Visa International Service Association, Inc.

This Agreement constitutes a binding contract between the parties hereto and you agree to and shall be bound by each provision hereof. This Agreement is entered into for valuable consideration, the receipt and sufficiency of which is acknowledged by each party.