

Terms and Conditions

By submitting an Application, I acknowledge and agree on behalf of the Business entity (sometimes herein the “Company”) and myself, individually, as the owner or authorized officer, director, member, manager, partner or agent (the “Agent”), intending to be legally bound, as follows:

1) that all information provided in connection with this application is correct; 2) that Traditional Bank, Inc. (sometimes "Traditional Bank" and/or "Bank") may investigate and exchange reports regarding information on the Agent and the Business entity with credit reporting agencies and others in order to approve or decline this application, service the Business entity’s account, and manage Traditional Bank’s relationship with the Business entity and/or the Agent; 3) that the accounts will be used for bonafide business purposes and expenses only and will in no manner be used for personal, family or household purposes; 4) to all terms of the Commercial Card Account and Cardholder Agreement provided with the cards; 5) that if the Business is for-profit, the Business entity and the Agent, personally and in his/her individual capacity, will each be liable for all charges, fees, and finance charges on all of the cards and accounts issued pursuant to any Application or any future requests to add additional cards or accounts; and 6) that on behalf of the Business entity and Agent, both grant a security interest and contractual right of offset in and to all deposit accounts now or hereafter maintained by the Company and/or the Agent with Traditional Bank, even if owned jointly with someone else, to satisfy all liabilities incurred under the Commercial Card Account and Cardholder Agreement and hereby authorize Traditional Bank to offset all sums due under the Commercial Card Account and Cardholder Agreement.

Rates and Fees Disclosures Table

Interest Rates and Finance Charges	
Annual Percentage Rate (APR) for Purchases	15.00% to 25.00%, This APR will vary with the market based on the Prime Rate.
Minimum Payment	2.5% of Last Month's Statement Balance or \$25.00, whichever is greater PLUS any principal amount over limit.
How to Avoid Paying Interest on Purchases	We will not charge you interest on purchases if your entire balance is paid by the due date each month.
Fees	
Annual Fee	\$50.00 – annually charged on your anniversary date. Waived if activity consists of \$1000 or 10 transactions in the past 12 months.
Transaction Fees	
• International Transaction Fee	3% of the U.S. dollar amount of each transaction.
Penalty Fees	
• Late Payment	\$25.00 - assessed on the 1st day following the due date if \$5.00 or more is past due.
• Over Limit Fee	\$32.00 if the account is 5% over the limit - assessed on the day the account becomes over limit. Only one charge per cycle.
• Returned Payment Fee	\$32.00
Other Fees	
• Express Card Delivery Fee	\$35.00
• Pay by Phone Fee	\$10.00

Rebates are tiered based on a percentage of spend, but require a minimum of \$500.01. Tier 1: \$500.01-\$1,000, % rate for rebate calculations = 0.25%; Tier 2: \$1,000.01-\$5,000, % rate for rebate calculations = 0.50%; Tier 3: \$5,000.01-\$10,000, % rate for rebate calculations = 0.75%; Tier 4: \$10,000.01 & up, % rate for rebate calculations = 1.00%. Rebates will be paid monthly by statement credit.

Definitions. The following definitions shall apply:

“**Account**” means the commercial card account established pursuant to the Agreement that includes, collectively, each individual credit card account established in connection with a Commercial Card issued pursuant to the Agreement and for which Company is fully liable in accordance with the Agreement.

“Agreement” means that certain Commercial Card Account and Cardholder Agreement entered into between Company and Bank, as modified and/or amended.

“Annual Percentage Rate” or **“APR”** means an annualized rate of Finance Charge, as determined by Bank in its sole and absolute discretion.

“Application” means an oral or written request for an extension of credit.

“Average Daily Balance” means the beginning balance of the account each day, adds any new credit purchases and other charges or Transactions, and subtracts any payments or credits, unpaid late charges, unpaid membership fees and unpaid Interest Charges, fees, costs, penalties and expenses, to provide Bank the daily balance. Then, Bank adds all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle to obtain the Average Daily Balance. Credit purchases made during the statement period and the Previous Balance will be excluded from the calculation of the Average Daily Balance if the Previous Balance shown on the front of the statement was paid in full prior to the Closing Date of the statement.

“Balance Subject to Interest Rate” means the Average Daily Balance of the Account (including all current and/or processed Transactions).

“Bank” means Traditional Bank, Inc., a Kentucky banking corporation, and its successors and assigns.

“Change Date” means the first day of each billing period.

“Commercial Card or Card” means each Mastercard® credit card that is issued to a Commercial Cardholder under the Account pursuant to this Agreement.

“Commercial Cardholder or Cardholder” means any employee, officer, director, member, manager, partner, contractor or agent of Company who is designated by Company to receive a Commercial Card and who holds a Commercial Card to effect Transactions during the term of the Agreement, including, but not limited to, Agent.

“Company” has the meaning given such term in the introductory paragraph of these Terms and Conditions.

“Finance Charge” means any charge to the Account by Bank that is calculated and assessed in accordance with the Agreement, these Terms and Conditions or a Commercial Cardholder Agreement.

“Interest Charges” means charges determined by applying a periodic rate to a balance.

“New Balance” means the debit or credit balance (i.e., the total amount of Transactions, Finance Charges and other charges (including, without limitation, any fees) and amounts due under the Agreement, net of any payments and credits.

“Payment Due Date” means the date on which the New Balance is due and payable.

“Periodic Statement” or **“Billing Statement”** means a written record of the activity on the Account (purchases, payments, fees, etc.) anticipated to be supplied to Company by Bank on a monthly basis or at set intervals such as weekly or bi-weekly or as otherwise determined by Bank.

“Previous Balance” means the outstanding balance owed Bank by Company under the Agreement under the Account statement last provided Company by Bank.

“Purchase” means a Transaction made to purchase or lease goods or services, or pay amounts Company or any Commercial Cardholder owes.

“Transaction” means any Account activity that has a debit value.

When applicable, we apply the minimum payment to lower APR balances before higher APR balances; amounts in excess of the minimum payment are applied to higher APR balances before lower APR balances. Payments are allocated to posted balances.

Additional business and financial information may be required to process your request.

An authorized contact appointed for this account will be authorized to access account information on behalf of the business and to make changes to the accounts, including but not limited to:

- (a) Conducting maintenance on the Account;
- (b) Collecting Commercial Card request forms, ensuring proper authorization of Commercial Cardholders, and facilitating new Commercial Card orders;
- (c) Communicating Company policy to all Commercial Cardholders that restricts the use of the Commercial Card to business purposes only;
- (d) Accessing and monitoring spending reports for the Account;
- (e) Regularly auditing Company's expense management program to ensure compliance with Company policies;
- (f) Maintaining appropriate internal Company forms, policies, procedures, approved and prohibited usage guidelines, web site details and training materials for the Account consistent with the Agreement, the Commercial Cardholder Agreements and the other terms, conditions, documents and agreements governing the Account;
- (g) Maintaining hierarchical approval of all Purchases;
- (h) Being familiar with all aspects of the Account and each Commercial Card;
- (i) Handling all Company and Commercial Cardholder inquiries and billing disputes, credit line increase requests, and other requests and notices under the Agreement;
- (j) Upon request, providing Bank with such information and documentation as Bank may deem necessary to protect Bank's interests;
- (k) Promptly advising Bank of any termination of any Commercial Cardholder employment relationships with Company and, upon such termination, collect and destroy the associated Commercial Card; and
- (l) Immediately notifying Bank by phone and in writing of any reported or suspected unauthorized use of or access to any Commercial Card or the Account.

All Accounts are subject to credit approval and credit card account limits are subject to creditworthiness. Normal credit standards apply. Commercial Cards are issued and administered by Traditional Bank. You must be at least 18 years of age and be an Agent of the business to apply. If I ask, Traditional Bank will tell me the name and address of any consumer reporting agency that provides a consumer credit report to Traditional Bank.

Each Commercial Card remains the property of Bank. Bank can revoke Company's and/or any Commercial Cardholder's right to use a Commercial Card or the Account at any time at its sole and absolute discretion. Bank may do this with or without cause and without giving Company or the applicable Commercial Cardholder notice. Upon revocation by Bank of a Commercial Cardholder's right to use a Commercial Card or the Account, Commercial Cardholders must immediately discontinue use of the Commercial Cards and shall, upon request by Bank, destroy the Commercial Cards.

Company and the Commercial Cardholders may use the Account for Purchases wherever the Commercial Card is honored. Company agrees not to use, and agrees that the Commercial Cardholders will not use, the Account for any transaction that is primarily for personal, family, consumer or household purposes. Company and Commercial Cardholders will not conduct or attempt to conduct any Transaction that conceals or attempts to conceal the nature of the Transaction or circumvents provisions of the Agreement or these Terms and Conditions (for example, and without limitation, conducting gambling transactions or Cash Advances as Purchases). Company and Commercial Cardholders each agree to accept credits to the Account instead of cash refunds when the original Purchase was charged to the Account. Company agrees not to use, and agrees that the Commercial Cardholders will not use, the Account for any illegal transactions whatsoever or in any manner related thereto. Company acknowledges that Bank provides the Commercial Cards as an accommodation party only and, except as otherwise expressly provided by law or herein, Bank is not responsible for the manner in which the Commercial Cards are used.

Bank will not be responsible or liable in any manner for a merchant's or financial institution's refusal to honor the Commercial Card and Company hereby forever fully releases and indemnifies Bank and holds Bank harmless from same. Bank also reserves the right to deny authorization of any Purchase in Bank's sole and absolute discretion without liability or responsibility whatsoever. Except as otherwise required by applicable law or regulation, Bank will not be responsible or liable in any manner for merchandise or services purchased or leased through use of any Commercial Card or the Account.

If the Company's card is used to affect a transaction in a foreign currency, the transaction amount will be converted to U.S. dollars by Mastercard®. Mastercard® converts currency to U.S. dollars using either the government mandated exchange rate or the wholesale exchange rate, in effect one day before the date of the conversion, as applicable and as determined by Mastercard®. The exchange rate is increased by 3% if the conversion is made in connection with a charge to an account and decreased by 3% if the conversion is made in connection with a credit to an account. The date of conversion by Mastercard® may differ from the purchase date and the posting date identified in the monthly statement for the account. Company or cardholder agrees to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph and hereby fully and forever releases and indemnifies Bank and holds Bank harmless therefrom.

For a listing of fees charged in association with this card, please see the Rates and Fees Disclosure Table accompanying these Terms and Conditions. These charges will not be imposed if Company's request is in connection with or delivery of the documents in response to an alleged billing error under Regulations E or Z issued by the Board of Governors of the Federal Reserve System. Fees imposed will be posted to Company or cardholder account.

Bank may provide any notice required under the Agreement, these Terms and Conditions or required by law at the physical address for Company shown in Bank's files, through electronic notice given to any email address for Company provided to Bank, or by telephone at any telephone number for Company provided to Bank, as determined by Bank in its sole and absolute discretion. Such notices may refer to a link on Bank's website and Company agrees to access such link and read the content on the webpage to which it is directed and will be deemed to accept same upon receipt thereof, or contact Bank to receive a hardcopy of such notification, at which time Company will be deemed to accept same upon receipt of such hardcopy. Company agrees to inform Bank promptly in writing of any change in physical address, email address or telephone number. Failure of Company to provide written notice of any such change shall release Bank from any and all liability in any manner related to any change of contact information and failure to notify Bank of same. Bank may, in its sole and absolute discretion, accept address corrections from the United States Postal Service. All notices, requests and other communication from Company to Bank must be directed to: Traditional Bank, PO Box 326, Mt. Sterling, KY 40353 or by calling 1-800-498-0414. If Company has a dispute with Bank, contacting Bank verbally may not preserve Company's rights.

Bank may provide any notice required under the Agreement, these Terms and Conditions or required by law at the physical address for you shown in Bank's files, through electronic notice given to any email address for you provided to Bank, or by telephone at any telephone number for you provided to Bank, as determined by Bank in its sole and absolute discretion. Such notices may refer to a link on Bank's website and you agree to access such link and read the content on the webpage to which it is directed and will be deemed to accept same upon receipt thereof, or contact Bank to receive a hardcopy of such notification, at which time Company will be deemed to accept same upon receipt of such hardcopy. You agree to inform Bank promptly in writing of any change in physical address, email address or telephone number. Failure of Cardholder to provide written notice of any such change shall release Bank from any and all liability in any manner related to any change of contact information and failure to notify Bank of same. Bank may, in its sole and absolute discretion, accept address corrections from the United States Postal Service. All notices, requests and other communication from you to Bank must be directed to: Traditional Bank, PO Box 326, Mt. Sterling, KY 40353 or by calling 1-800-498-0414. If you have a dispute with Bank, contacting Bank verbally may not preserve your rights.

If Cardholder gives Bank his/her mobile phone number, Cardholder thereby grants his/her permission to Bank for Bank to contact Cardholder at that number by any means determined by Bank about the Account. Cardholder's provision of Cardholder's mobile phone number permits Bank to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and Account service calls, but not for telemarketing or sales calls and Cardholder agrees to same. It may include contact from companies working on Bank's behalf to service the Account. Message and data rates may apply. Cardholder may contact Bank in writing anytime to change these preferences. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing of the Account; collecting on the Account; and providing Cardholder information about products and services.

Traditional Bank, like all financial institutions, is required by Federal law to obtain, verify, and record information that identifies each customer that opens an account. When a client opens an account, we will ask for the client's legal name, address, tax identification number and other identifying information. We may ask for copies of business licenses or other documents evidencing the existence and good standing of the entity. For individuals, including sole proprietors, we may ask for the date of birth.

These disclosures were accurate as of 12/2022. The information may have changed after that date. To find out what may have changed you may contact us by writing Traditional Bank, PO Box 326, Mt. Sterling, KY 40353. Traditional Bank is committed to the protection of personal information we collect and process. For more information about how we protect your privacy, please visit www.traditionalbank.com.

Banking products are provided by Traditional Bank, Member FDIC. Mastercard is a registered trademark of Mastercard International and is used by the issuer pursuant to license.