



Sample Commercial Charge Card Agreement

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This sample is framed for commercial charge card programs.

1. To help you fill out this sample, we've added some footnotes with considerations and prompts for you to fill in information.
2. All highlighted brackets should be accurately completed and all footnotes should be deleted before the sample is finalized. Consider searching for “[” and “]” to make sure you don't miss any brackets.
3. The terms should be reviewed generally to ensure they accurately reflect your operations and practices (without removing any legally required sections or terms).
4. Finally, delete this instructions page.

Other card program-related legal forms can be found in our [documentation](#).

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[BRAND] COMMERCIAL CHARGE CARD AGREEMENT

This agreement (the “**Agreement**”) explains the terms and conditions of your [Brand] Charge Card, which is issued by [Sponsoring Bank] (“**Bank**”) and administered by [Brand] (“**Program Manager**”). [Sponsoring Bank /OR/ Program Manager]¹ is responsible for extending credit to you when using Cards under this Agreement.

[Include a general description of your card program. It should address what the cards are meant to be used for.]

The agreement is supplemented by Program Manager’s Terms of Use, Privacy Policy, and all other applicable agreements between you, Bank, and Program Manager.

THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.

1. Definitions.

- “**Account**” has the meaning set forth in the section titled “Cards and Accounts.”
- “**Agreement**” has the meaning set forth in the first paragraph above.
- “**Authorized Bank Account**” has the meaning set forth in the section titled “Designated Account.”
- “**Bank**” has the meaning set forth in the first paragraph above.
- “**Billing Cycle**” means each [billing cycle period] period.
- “**Card**” means the [Card Network][®] charge card issued to you by the Bank and administered by Program Manager. The Card is a commercial charge card, and accesses a line of credit provided by the [Bank /OR/ Program Manager]. The Card cannot be used for personal, family, or household purposes.
- “**Card Parties**” means Bank, Program Manager, any affiliates of the foregoing, and any other parties with whom Program Manager may contract to issue cards, including the agents, officers, directors, and employees of any of the foregoing.
- “**Card User**” means users, such as employees, authorized to use Cards as agents on your behalf.
- “**Charges**” means payment for a Transaction using a Card.
- “**Designated Account**” means the deposit account you provide to fund Card Transactions when you apply for an Account.
- “**Disputed Charge**” means a Charge that you believe was made in error or was unauthorized.
- “**Material Change**” means any fact known to you (including threatened or pending litigation) that could materially and adversely affect your business condition, property, or prospects.
- “**Program Manager**” and “[Brand]” mean [Company Full Legal Name]. Program Manager is not a bank.
- “**Services**” consist of the Card, any related banking services provided by the Bank, and Program Manager’s software and technology that provide you with the opportunity to apply for and use a Card in connection with your Account. The

¹ If the bank acts as the lender of record, this should be the Bank. If the program manager offering the card acts as the lender of record, this should be Program Manager. In other words, which entity is responsible for compliance with applicable credit laws, regulations, licenses, etc: the bank, or the program manager?

Services include Program Manager's website, mobile app, and other platforms, as applicable.

- **"Transaction"** means a requested payment made on your behalf for permissible business-purpose purchases.
- **"You"** and **"your"** mean the company that has applied for and opened an Account under this Agreement, and all Card Users and administrators authorized by such company.
- **"We," "us,"** and **"our"** refer to the Bank.

- 2. Cards and Accounts.** The account established and governed by this Agreement (**"Account"**) allows you to use a Card to make Transactions (including by authorizing Card Users such as employees). You must appoint an administrator to manage your Account, including which Card Users may use the Cards. You may use Cards only for valid and lawful Transactions and only for commercial and business purposes (and not for personal, family or household purposes) in accordance with the terms of this Agreement.
- 3. Account Opening.** To help the government fight the funding of terrorism and money laundering activities, U.S. federal law requires that the Bank obtains, verifies, and records information identifying companies and their beneficial owners. You agree to provide the required information, and provide it accurately, when opening your Account and further agree to keep such information current. Bank or Program Manager may deny your application, or suspend or terminate your Cards and Account if you do not provide and maintain complete and accurate information with us. You are responsible for promptly notifying Program Manager of any updates to the information you previously provided us.
- 4. Card Issuance.** Cards will be issued to you or Card Users by Bank in order to make Transactions on your behalf. You acknowledge and agree that the issuance and use of the Card shall be governed by the terms of this Agreement. You may be required to activate Cards prior to use. You agree that Program Manager may, from time to time, in its sole discretion and with prior notice to you, change the financial institution that issues the Card.
- 5. Credit Limit.** The Charges outstanding and unpaid at any time cannot exceed your current credit limit. You can find your credit limit [description of where the customer can locate their credit limit]. Any Charges made by you will reduce the amount of the credit available at a given time. As you repay the Charges, the available credit will be restored to the extent of such repayment. We may elect to authorize a Charge that causes you to exceed your credit limit without increasing the credit limit, or we may decline any transaction that would cause you to exceed the credit limit. If we allow you to make Charges that exceed the credit limit, you agree to repay the excess immediately upon demand. We may reduce the credit limit at any time and for any reason in its sole discretion, including reducing the credit limit to zero. We will notify you if your credit limit is decreased.
- 6. Promise to Pay.** You promise to pay all Charges, fees and all other amounts you owe under this Agreement, including those incurred by Card Users or Account administrators.
- 7. Card Use.**

- a. You may use Cards for bona fide business Transactions up to your credit limit, provided that (a) the outstanding balance and any fees for all Charges on the Account for the prior Billing Cycle has been repaid in full and (b) there is no Event of Default.
 - b. You acknowledge and agree that (a) we may cancel, revoke, repossess or restrict the use of any or all Cards at any time; (b) we may decline to authorize or reverse Charges on a Card for any reason including violation of this Agreement or suspected fraud; (c) you are responsible for securing all Cards, login credentials, account numbers, and Card security features (including the CVV and PIN); and (d) you are responsible for all authorized transactions initiated (including transactions by Card Users or Account administrators), and fees and charges imposed by third parties in connection with use of the Card.
 - c. We reserve the right to decline Transactions with prohibited merchants. We are not liable to you for the failure of any transaction to be processed. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.
 - d. Additional limits on the number of Cards you may be issued may be described in your Account; Bank and/or Program Manager will not be liable to you if we refuse a Transaction because it would exceed any such limits.
 - e. Merchants typically accept all network-branded Cards; however, Bank and Program Manager are not responsible and will have no liability if a merchant refuses to honor a Card or accept a Transaction.
- 8. Authorization Holds.** When a Card User uses a Card to initiate a Transaction at a hotel, restaurant, gas station, rental car company, or another merchant where the final Charge is unknown at the time of authorization, a hold may be placed on the available funds in the Account for an amount equal to or in excess of the final Transaction amount. The funds subject to the hold will not be available to you for any other purpose until the hold is released.
- 9. Payment.**
- a. You agree that on the applicable Billing Cycle due date, we will debit the full outstanding balance and fees (if any) for all Charges from the prior Billing Cycle from the Designated Account. If payment of the full outstanding balance is not paid within [number of days] calendar days after the end of the Billing Cycle, you (i) understand that Program Manager may suspend the ability of you and your Card Users to use the Card or to make Transactions and (ii) authorize Program Manager to debit the Designated Account for the full amount of the outstanding balance on the Account.
 - b. Program Manager will determine the order of all payments Program Manager receives from you for the Account.
 - c. If the Billing Cycle ends on a day that falls on a weekend or a U.S. federal holiday, Program Manager may debit your Designated Accounts the last business day prior to the end of the Billing Cycle. You may also make payments at any time by logging in to your Account. You may not make payments via cash, check, or wire transfer.
 - d. You authorize Program Manager to, in its sole discretion, with or without prior notice, debit the Designated Account at any time, including before payment is due, for the outstanding balance on the Account if (i) an Event of Default occurs, (ii) Program Manager reasonably determines, in its discretion, that there has been a material adverse change in your financial condition or risk profile or that you are unlikely to be able to pay the amounts owed, or (iii) Program Manager closes your Account.

10. Designated Account.

- a. You authorize Program Manager to collect amounts owed under this Agreement by debiting your Designated Account (including Designated Accounts no longer connected to your Account). You acknowledge and agree that this authorization will remain in full force and effect until you notify Program Manager in writing that you wish to revoke this authorization. You further acknowledge and agree that Program Manager requires at least 30 days' prior notice in order to cancel this authorization. If you withdraw the debit authorization from all Designated Accounts, you must pay all Transactions, fees, and other amounts not yet reflected on your Account statement balance immediately, and you authorize Program Manager to debit your Designated Accounts for such amounts before the withdrawal of authorization takes effect.
- b. If collecting amounts owed under this Agreement entails payment via ACH, any debit Program Manager makes to your Designated Account will be governed by the National Automated Clearinghouse Association's rules for business-related ACH debits.
- c. If the automatic debit from your Designated Account fails for any reason, Program Manager will attempt to debit your Designated Account again. If there is an error in processing an electronic debit, you authorize Program Manager to correct the error by initiating an electronic credit or debit to the relevant Designated Account in the amount of such error on or after the date such error occurs.
- d. If you add a bank account as your Designated Account for your Services, you may be asked to provide access credentials (such as a username and password) that allow you to gain online access to your account at that third-party financial institution (your "**Authorized Bank Account**"). Program Manager works with third-party services, including but not limited to [Plaid Technologies, Inc.] ["Plaid"] who will securely store pursuant to industry standards any Authorized Bank Account access credentials that you provide and will access your Authorized Bank Accounts for the purposes of providing and improving the Services. You may only provide account access credentials for and authorize Program Manager to access valid accounts that you hold in your own name. You may not provide access credentials for an account that is held by a third person. If you choose to provide your Authorized Bank Account credentials, you authorize Program Manager to use this information to provide you with the Services. This authorization will remain in effect until you notify Program Manager that you wish to revoke it, which may affect your ability to receive the services. [Plaid]'s services and use of your information, including on or through the Services, are governed by its Terms of Use and its Privacy Policy located at [<https://plaid.com/legal>].

11. Statements. [Program Manager will provide periodic billing statements to you at the end of each Billing Cycle. /OR/ You can access and download statements of your Account history from your Account.] You should review each Billing Cycle's Account statement regularly and compare it with your receipts as evidence for reporting Transactions that are erroneous or unauthorized.

12. Reporting Errors or Disputing Charges.

- a. If you believe there is a Disputed Charge, a periodic billing statement contains any errors, or your Card or Account may be lost, stolen, or otherwise compromised, you must notify Program Manager immediately at [[support email address](#)].

- b. You must report any Disputed Charge no more than [60]² days after the periodic billing statement containing the Disputed Charge was made available to you.
- c. In your notice of a Disputed Charge, you must identify yourself, the Card Users, details about the Transaction, and an explanation of why you believe that the Disputed Charge was made in error or was unauthorized. Program Manager will review the information provided in the notice in a commercially reasonable manner.
- d. You understand that the Account is commercial in nature and, thus, consumer laws and regulations regarding liability protections do not apply to Disputed Charges.
- e. To avoid fees or other penalties and possible credit limit problems, you should pay the Disputed Charge while Program Manager determines the validity of the dispute. By accepting this Agreement, you assign and transfer to Program Manager any rights and claims, excluding tort claims, that you may have against any merchant for any Disputed Charge fully or partially credited to the Account.

13. Fees. [There are no fees for using the Card.] [You agree to pay the following fees for Program Manager's extension of credit to you under the terms of this Agreement:]³

- a. Annual Fee. A non-refundable annual fee of \$[●].
- b. Late Fee. A late fee not to exceed [●]% of the amount past due if full payment of the outstanding balance on the Account is not paid within 10 calendar days after the end of the Billing Cycle, to the extent permitted by applicable law. The payment and collection of a late fee shall not constitute a waiver of Program Manager's rights with respect to the default.
- c. Returned Payment Fee. A fee of \$[●] if your payment is returned (not paid by your financial institution) for any reason.
- d. Card Issuance Fee. A non-refundable fee of \$[●] for the issuance of any Cards to you under the terms of this Agreement.
- e. Replacement Card Fee. A non-refundable replacement Card fee of \$[●] to replace, for any reason, the Cards issued to you under the terms of this Agreement.

Your purchases may be subject to additional fees from your funding source provider or from individual merchants. These fees are not assessed or received by Bank or Program Manager and are not included in the above list.

14. Foreign Transactions. If you make a purchase in a currency other than United States dollars ("USD"), the amount of the Transaction will be converted into USD, and you may be charged a foreign exchange fee for the conversion. The exchange rate between the Transaction currency and the billing currency used for processing international transactions is a rate selected based on charges imposed by the applicable payment card network. There are no additional fees for foreign Transactions.

² 60 days is a fairly standard timeline for reporting errors or disputed charges on commercial cards.

³ Include all fees that a card user may incur. Other possible fees include: an upfront fee to purchase a card, monthly card fees, fees you charge for cash access (e.g., ATM or point of sale cash back), and foreign transaction fees.

If you have other fees that are not tied to the card (such as an overall subscription fee for services that are broader than the cards) it's often recommended to mention that such fees exist, and where a user can find out what they are.

- 15. Restricted Uses.** Your Cards and Account may not be used: (i) for consumer purposes, (ii) for unlawful purposes, (iii) in any manner prohibited by Program Manager's Terms of Service or the rules of the card network identified on the front of your Cards, (iv) for purchases that do not represent bona fide sales of goods or services, (v) if your company is bankrupt or insolvent or you do not reasonably expect to be able to pay for the charges; (vi) for transactions with parties sanctioned by OFAC, or (vii) for purchases that would expose Program Manager or the Bank to reputational or other risk, or (viii) for such other purposes or uses of which we may notify you.
- 16. Spending Limits.** Program Manager and/or Bank may impose spending limits on individual transactions, or daily, weekly, monthly, or annual transaction volume. These limits are subject to periodic review and may be changed. At any time, Program Manager and/or the Bank may impose geographic, merchant, volume, or other restrictions to prevent fraud and other losses, to ensure compliance with applicable laws, or as otherwise necessary to manage risk. Program Manager and/or the Bank may attempt to notify you before or soon after a potential spending or other limit is changed or imposed, but we may not always be able to do so.
- 17. Notifications of Changes in Circumstances.** Your credit limit is primarily based, in part, on the information provided in your application for an Account. You agree to immediately inform Program Manager of any material change in your circumstances, including your financial condition, business operations, ownership and management that could affect your credit limit.
- 18. Requests for Information.** You agree that we have the right to, from time to time, demand additional information and/or supplemental information to the information previously provided in the application. You agree that you will provide such information within 5 business days of our request. You understand and acknowledge that your credit limit or Account availability may be affected by the supplemental information. We may suspend or terminate your account if such information is not provided.
- 19. Consent for Electronic Transactions.** You consent to accept all legal other notices from Program Manager and Bank electronically and you understand this has the same legal effect as a physical signature. Bank and Program Manager may send notices to your Account, or to your email or other electronic address. Notices are considered received 24 hours after delivery to you. To properly receive electronic notices, you must keep all software on your devices up-to-date. You are responsible for costs you incur from internet or mobile service providers for sending or receiving these notices. You understand that acceptance of electronic notices is required under this agreement and that you may only withdraw this consent by closing your Account.
- 20. Representations and Warranties.** You represent and warrant that as of the day you accept this Agreement and each day during the term of this Agreement that:
- Your business is duly organized, validly existing, and in good standing under the laws of your jurisdiction of incorporation or organization;
 - You have the organizational power and authority to conduct your business and to execute, deliver and perform this Agreement;
 - This Agreement has been accepted by a person from your business that is authorized to act on the business's behalf, and constitutes your legal, valid, and binding obligation;

- d. Your acceptance this Agreement and use of Cards does not and will not (i) conflict with your organizational documents, (ii) conflict with, or result in a breach of any provisions of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any material agreement of you; or (iii) constitute a violation of any material order, judgment or decree to which you are bound;
- e. You are not currently and will not become subject to a U.S. Office of Foreign Asset Control list, or any law, regulation, or other list of any government agency that prohibits or limits us from providing Cards to you or from otherwise conducting business with you;
- f. You are in compliance with all applicable, federal, state and local laws and regulations, and the rules and regulations of the payment networks;
- g. You are solvent, and not contemplating bankruptcy or insolvency proceedings;
- h. You will only provide Cards to authorized Card Users, and each Card User will be given a copy of, and agree to comply with, the terms of this Agreement and Program Manager's Terms of Use and Privacy Policy before using a Card;
- i. You have not previously been banned from using the Services; and
- j. You have not experienced a Material Change.

21. Right of Set Off. To the extent permitted by law, you agree that we and Program Manager have the right to set off any amount due and payable under this Agreement against any amount we and/or Program Manager owe you, including amounts that pertain to any or all of your accounts with Bank or Program Manager. This shall include all accounts you hold jointly with someone else and all accounts you may open in the future. Such right of setoff may be exercised by Bank and/or Program Manager against you or against any assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, or against anyone else claiming through or against you of such assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of setoff has not been exercised by Bank and/or Program Manager prior to the making, filing or issuance or service upon Bank or Program Manager of, or of notice of, assignment for the benefit of creditors, appointment or application for the appointment of a receiver, or issuance of execution, subpoena or order or warrant.

22. Default. You will be in default under this Agreement (each, an **"Event of Default"** or **"default"**) if:

- a. You fail to make any payment on time or in the amount due;
- b. You fail to comply with or perform any other obligation under this Agreement or any other agreement executed in connection with this Agreement;
- c. Any representation or warranty you made to us is false or misleading;
- d. There is a dissolution or termination of existence of your business;
- e. You are generally not paying your debts as such debts become due or there is a commencement of any proceeding under bankruptcy or insolvency laws by or against you or the appointment of a receiver;
- f. There is a judgment against any collateral securing the loan, if any, or any of your property or any judgment is entered against you;
- g. You revoke your consent to receive records, disclosures, and other communications electronically;
- h. You fail to provide Program Manager with reasonable advance written notice a Material Change; or

- i. We determine that a material adverse change has occurred to your business that we believe may materially impair your business for any reason.

- 23. Our Rights in the Event of Default.** If an Event of Default occurs, Bank and/or Program Manager may, in either's sole discretion, and as permitted by law do any one or more of the following: (a) declare the entire Account balance immediately due and payable and proceed to collect on such balance, (b) close the Account or lower the credit limit, (c) exercise all other rights, powers, and remedies given by law, and (d) recover from you all charges, costs and expenses, including all collection costs and reasonable attorney's fees incurred or paid by Bank or Program Manager in exercising any right, power or remedy provided by law or this Agreement.
- 24. General Waivers.** You agree that if Bank or Program Manager grants any waiver, modification or other indulgence of any kind at any time, it shall apply only to the specific instance involved and will not act as a waiver, modification or indulgence for any other or future act, event or condition. Bank and Program Manager may delay enforcing any of their rights under this Agreement without losing them.
- 25. TILA Waiver.** If you request and we issue you 10 or more Cards in connection with your Card Account, then you agree to waive the limitations on your liability for unauthorized use of the Cards under the Truth in Lending Act.
- 26. Entire Agreement.** This Agreement constitutes the entire Agreement between you and the Bank (and Program Manager, as administrator of the Cards and Accounts) and no other agreements, representations or warranties other than those stated herein shall be binding unless reduced in writing and signed by you, and us and/or the Program Manager (as applicable).
- 27. Joint and Several Liability.** If applicable and permitted by law and as applicable, each borrower identified above is executing this Agreement is jointly and severally bound.
- 28. Governing Law and Venue.** Except as otherwise provided in the arbitration section below, this Agreement and your Account are subject to applicable federal laws, the laws of the State of [Bank's governing law state] without regard to internal principles of conflicts of law, and other applicable rules. Changes in these laws may change the terms and conditions of your Account. We will notify you of any changes as required by law.
- 29. Severability.** If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Agreement without invalidating the remainder of either the affected provision or this Agreement.
- 30. Survival.** The Bank's and Program Manager's rights and privileges hereunder shall inure to the benefits of their successors and assigns, and this Agreement shall be binding on all of your heirs, executors, administrators, assigns and successors.
- 31. Assignability.** Bank and/or Program Manager may assign, pledge or otherwise transfer this Agreement or any of their rights and powers under this Agreement with or without notice, with all or any of the obligations you owe, and in such event the assignee shall have the same rights as if originally named herein. You may not assign this Agreement

or any benefit accruing to it hereunder without the express written consent of Program Manager, which may be withheld in Program Manager's sole discretion.

32. Headings. The headings preceding text in this Agreement are for general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require.

33. Attorneys' Fees and Other Costs. Except as provided in the arbitration section below, if legal proceedings are instituted to enforce the terms of this Agreement, you agree to pay all costs of Program Manager and Bank in connection therewith, including reasonable attorneys' fees, unless expressly prohibited by law.

34. Limitation of Liability.

- a. Under no circumstances will any Card Party be responsible or liable to you for (i) any indirect, punitive, incidental, special, consequential, lost profits, data loss or exemplary damages resulting from your or your Card Users' use or inability to use the Account or Cards; or (ii) lost profits, personal injury, or property damage, or for any other damages arising out of, in connection with, or relating to this Agreement or your or your Card Users' use of the Cards, even if these damages are foreseeable, and whether or not you or your Card Users has been advised of the possibility of these damages.
- b. None of the Card Parties are liable, and each deny responsibility, for damages, harm, or losses to you or your Card Users arising from or relating to hacking, tampering, or other unauthorized access or use of the Cards, the Account, or your or your Card Users' failure to use or implement anti-fraud measures, security controls, or any other data security measures.
- c. The Card Parties further deny responsibility for all liability and damages to you or others (including your Card Users) caused by (i) your or your Card Users' access or use of the Account inconsistent with this Agreement, or the instructions or other information Program Manager provides with the Account; (ii) any errors, inaccuracies, omissions, or losses in or to any Account data provided to us; (iii) content provided by you or your Card Users; or (iv) the defamatory, offensive, or illegal conduct of others.
- d. You agree to limit any additional liability not disclaimed or denied by the Card Parties under this Agreement to your direct and documented, reasonable damages and you further agree that under no circumstances will that liability exceed in the aggregate the greater of: (i) the amount of fees you paid to Program Manager during the 30-day period immediately preceding the event that gave rise to your claim for damages and (ii) \$100. These limitations on Program Manager's liability to you will apply regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other legal theory or basis and regardless of whether such damages were foreseeable.

35. Indemnification. You will, at your own expense, hold harmless, defend, and indemnify the Card Parties from and against all losses (including damages, liabilities, costs, charges, reasonable attorneys' fees, judgments, fines, court costs and expenses, amounts paid in settlement, and all other liabilities of any kind) incurred by the Card Parties, related to any action or threatened action, suit, claim, proceeding or regulatory action, regardless of merit, brought by any third party against Program Manager arising out of, or related to: (a) your breach of any obligation, representation, warranty or

covenant in this Agreement; (b) any actual or alleged infringement, violation, or misappropriation of a third party's intellectual property rights; (c) gross negligence, fraud or intentional misconduct; or (d) violation of applicable law.

36. BINDING ARBITRATION. You agree to arbitrate all disputes arising under or in connection with this Agreement including, but not limited to, disputes against the Card Parties. **ANY ARBITRATION UNDER THIS AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST PROGRAM MANAGER.** If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). All disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association (www.adr.org) according to this provision and the applicable arbitration rules. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. The arbitrator's award shall be binding on you and may be entered as a judgment in any court of competent jurisdiction. For purposes of this arbitration provision, references to you and Program Manager also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns.

37. Your Information; Reporting to Credit Bureaus. You authorize Program Manager at any time to verify or check any information given by you to Program Manager, check your credit references and obtain credit reports. You agree that Program Manager shall have the right at all times to disclose and report to credit reporting agencies and credit rating agencies such information pertaining to you as determined by Program Manager.

38. Notices to Program Manager and Bank. All notices and communications given under this Agreement by you must be in writing and sent by certified mail, return receipt requested, or by nationally recognized overnight courier service addressed to Program Manager at the address set forth below:

[Program Manager name]
[Address]
[Email address]