

Credit Application

Trade Name _____ Phone #1 () _____ Fax # () _____
 Legal Name _____ Phone #2 () _____ Cel| # () _____
 Billing Address _____ City _____ State _____ Zip _____
 Physical Address _____ City _____ State _____ Zip _____
 A/P Email Address _____ Website _____ County _____

How would you prefer to receive monthly statements? Email (with invoice images) Standard Mail (without images)

Business Type: Corporation LLC Partnership Sole Owner

Principal Name, Home Address, Home Phone Number, Social Security Number, and % of Ownership:

Name of Parent/Holding Co/Subsidiaries/Affiliates/Franchises: _____

Have the Company or any Owners Filed Bankruptcy in Last 7 Years? **Yes** **No**

PO Required: Yes No Number of Employees _____ Premises: Owned Leased

Date Business Started _____ Date Business Purchased From Previous Owner _____

Name of Person to Contact With Any Questions: _____ Phone: () _____

If Tax Exempt, List Sales Tax # _____ Federal ID# _____

Bank Reference Name	Bank Officer	Account #	Phone
_____	_____	_____	() _____
_____	_____	_____	() _____

Trade Reference Name	Contact Person	Account #	Phone
_____	_____	_____	() _____
_____	_____	_____	() _____
_____	_____	_____	() _____
_____	_____	_____	() _____

Expected Monthly Credit Requirements from Corporate Billing \$ _____

Agreement: In consideration of the credit extended for the purchase of merchandise or services provided by a participating merchant and by submitting this application (through electronic or any other means), the applicant agrees to pay for all charges upon receipt of a billing statement provided by Corporate Billing, LLC. In the event an unpaid account is placed for collection, the applicant agrees to pay a reasonable attorney's fee, costs of court and any other reasonable cost of collection. This application and the information contained herein is a request for the extension of credit for commercial business use only and the applicant certifies that the firm he/she represents is doing business as a sole-proprietorship, partnership, limited liability company or a corporation. The applicant authorizes Corporate Billing, LLC to obtain oral or written credit reports from any credit reporting agency, bank or commercial supplier with whom it is doing business or has done any type of business to give any and all necessary information to Corporate Billing, LLC, which will assist them in the credit investigation. The applicant further authorizes the reinvestigation of credit from time to time as it is deemed necessary. To extend credit a Financial Statement may be requested. The applicant has read the Customer Agreement accompanying this application and agrees to the terms and conditions contained therein under which Corporate Billing, LLC may extend credit to the applicant. The parties may transmit signed documents by facsimile and agree that any such facsimile document showing a signature of a party shall be deemed an original. By submitting this application, applicant requests that all applicant's future charges at participating merchants which are not designated by participating merchant to be charged to accounts other than applicant's CB charge credit account hereunder shall be charged to such account of applicant.

By: _____ Title _____ Date _____

Print Name _____

Personal Guaranty

By submitting this application (through electronic or any other means) the personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by Corporate Billing, LLC, from time to time as may be needed, in the credit evaluation process. The guarantor individually, jointly and severally and unconditionally guarantee the payment when due of all invoices/accounts purchased by Corporate Billing, LLC. from any Client.

By: _____ Social Security Number _____ Date _____

Print Name _____ Home Address _____ Phone# _____

CORPORATE BILLING, LLC - CUSTOMER AGREEMENT CB CHARGE CREDIT ACCOUNT

Agreement: In consideration of the credit extended for the purchase of inventory or services provided by a participating merchant and by submitting this application (through electronic or any other means), the applicant agrees to pay for all charges upon receipt of a billing statement provided by Corporate Billing, LLC. In the event an unpaid account is placed for collection, the applicant agrees to pay a reasonable attorney's fee, costs of court and any other reasonable cost of collection. This application and the information contained herein is a request for the extension of credit for commercial business use only and the applicant certifies that the firm he/she represents is doing business as a sole-proprietorship, partnership, limited liability company or a corporation. The applicant authorizes Corporate Billing, LLC to obtain oral or written credit reports from any credit reporting agency, bank or commercial supplier with whom it is doing business or has done any type of business to give any and all necessary information to Corporate Billing, LLC, which will assist them in the credit investigation. The applicant further authorizes the reinvestigation of credit from time to time as it is deemed necessary. To extend credit a Financial Statement may be requested. The applicant has read the Customer Agreement and agrees to the terms and conditions contained therein under which Corporate Billing, LLC may extend credit to the applicant. By submitting this application, applicant requests that all applicant's future charges at participating merchants which are not designated by participating merchant to be charged to accounts other than applicant's CB charge credit account hereunder shall be charged to such account of applicant.

Terms of Agreement

1. Definitions. The following terms used herein shall have the meanings set forth in this Section.

"Account" means Your CB Charge Credit Account, which is an open-end line of credit for commercial purposes which may be accessed (a) on-line via the Internet at a Merchant's website, (b) in person at a Merchant's place of business by an Authorized Person, as a result of Your use (or an Authorized Person's use) of an Inventory/Services Aggregator's website(s) or otherwise, or (c) by telephone, mail or courier service to a Merchant's place of business by an Authorized Person, and any and all rights of Corporate Billing to the payment of money from You under that account, including a right to payment for Inventory or Services sold by a Merchant on account, at Your request or at the request of an Authorized Person.

"Account Limit" – The limit established by Corporate Billing for Your total outstanding Credit Transactions pursuant to Section 3 hereof.

"Authorized Person" – Any individual or entity that You authorize to use the Account. If You use the Account in person or by telephone, mail or courier services, You acknowledge and agree that Corporate Billing may rely on the presentation of a request for a Credit Sale by a person who identifies himself or herself as an Authorized Person and whose name you have provided to Corporate Billing without further inquiry, subject only to Section 5. Similarly, if you use the Account via the on-line CB Service, You acknowledge and agree that Corporate Billing may rely on the use of a valid Password to request a Credit Sale without further inquiry, subject only to Section 5.

"You" or "Your" – As used herein and in any monthly billing statement, You or Your refers to the individual, partnership, corporation or other business entity who is the Customer and applied for the Account and to whom the Account is authorized.

"CB Services" or "CB Service" – The CB Charge service pursuant to which Corporate Billing allows You to open an Account for the purpose of paying for Credit Sales.

"Credit Sales" – Your purchase of Inventory or Services from a Merchant on credit, as contemplated in this Agreement.

"Credit Transactions" – The credit extended to You by Corporate Billing by payments to a Merchant and/or Inventory/Service Aggregator or its designee for Credit Sales or payment to a Merchant and/or Inventory/Service Aggregator or its designee to satisfy any balance on an account You may owe. **"Event of Default"** – Has the meaning ascribed to it in Section 10 hereof.

"Fees" – A fee, the greater of either twenty-five dollars (\$25.00) or an amount equal to the actual charge by the depository institution for the return of an unpaid or dishonored check, if a check not drawn on Corporate Billing submitted as payment for Your Account is returned unpaid for insufficient funds or for any other reason.

"Intellectual Property Rights" - Any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as, any and all applications, renewals, extensions, restorations and re-instatements thereof, now or hereafter in force and effect worldwide.

"Inventory" - New, used or recycled inventory of a Merchant that is in stock at that Merchant's place of business, and includes any such inventory that is made available, through the services of an Inventory/Services Aggregator's website(s), for sale to You by that Merchant at its place of business or through other means.

"Inventory/Services Aggregator" – An individual, partnership, corporation or other business entity that (i) provides on-line services to You and Merchants to facilitate the purchase and sale of Inventory or Services at any Merchant's place(s) of business or through other means, and (ii) that has executed an agreement with Corporate Billing pursuant to which it will provide Transaction Data and credit memos to Corporate Billing to allow Corporate Billing to make payments to Merchants from Your Account and/or to credit Your account in respect of any credit memo.

"Merchant" – A merchant who has been approved by Corporate Billing for purposes of Credit Sales and who has either entered into an agreement with an Inventory/Services Aggregator to make available, through the Inventory/Services Aggregator's website(s), information about its Inventory and/or Services for purchase by prospective Customers or who offers Inventory or Services directly to prospective Customers, in either case in Credit Transactions.

"New Balance" – The full outstanding balance of Your Account on the closing date of the billing cycle, which includes any applicable Fees.

"Parties" – You and Corporate Billing.

"Payment Due Date" – The date by which the New Balance must be received by Corporate Billing, which date shall be the fifteenth (15th) day of each month.

"Password" – The personal or secret code or personal identification number (PIN) selected by You or issued to You and Authorized Persons by Corporate Billing, as the case may be, that will be used to obtain access to the Account on-line. The term includes any additional access numbers, words, or codes required by the applications or equipment that You use in connection with accessing the Account or that are otherwise established by You.

"Restocking Fee" – A fee set by the Merchant or the Inventory/Services Aggregator, as applicable, for the restocking of Inventory returned by You.

"Services" – The services offered by a Merchant (a) to Customers directly at Merchant's place of business, (b) to Customers via telephone, mail or service orders, (c) to Customers on-line through the Merchant's website, or (d) through an Inventory/Services Aggregator's website(s) for sale to Customers at the Merchant's place(s) of business or through other means.

"Transaction Data" - The transaction data required by Corporate Billing to process payment of Credit Sales from time to time, including, without limitation the Credit Transaction date; Your name; the Merchant's name and address where the Credit Sale occurred; the total cash price and any applicable taxes ("**Total Transaction Price**") of each Credit Sale covered; and a brief description of the Inventory or Services in sufficient detail to identify the Credit Sale and Credit Transaction.

"Transaction Limit" – The amount indicated from time to time by Corporate Billing to Merchant as the maximum amount of each Credit Transaction by You that Corporate Billing is willing to incur under the Account.

2. Use of CB Service and Account.

2.1 CB Service Description. You acknowledge and agree that: (i) Your purchases of Inventory or Services from Merchants are transactions between You and Merchant and not with Corporate Billing or any Inventory/Services Aggregator; (ii) each of Corporate Billing and any Inventory/Services Aggregator is a third-party service provider facilitating Credit Transactions for You and Merchants and neither is a party to any Credit Sales; (iii) neither Corporate Billing nor any Inventory/Services Aggregator is a buyer or a seller in connection with any Credit Sales; (iv) neither Corporate Billing nor any Inventory/Services Aggregator will be responsible for, and neither does controls, any aspect of the Inventory or Services or the description of the Inventory or Services; and (v) neither Corporate Billing nor any Inventory/Services Aggregator will be responsible for, and neither controls, if You and a Merchant will complete the sale and purchase of, or payment for, Inventory or Services. When You seek to make a purchase with the Account, the CB Service will process the Credit Transactions through the Account. You hereby acknowledge and agree that (A) any Inventory/Services Aggregator simply makes it possible for you to access the CB Service; (B) Corporate Billing offers the CB Service to facilitate the processing of Credit Transactions, (C) Corporate Billing is not a bank or other chartered depository institution, and (D) funds held by Corporate Billing or its service providers (including any bank service providers) in connection with the processing of Credit Transactions are not insured for the benefit of the Merchant or You by the Federal Deposit Insurance Corporation or any other governmental agency.

2.2 Proprietary Rights. Corporate Billing (or its licensors) retains all right, title and interest, including without limitation all Intellectual Property Rights, relating to the CB Service (and any derivative works or enhancements thereof), including but not limited to, all software, technology, information, content, materials, guidelines, and documentation. You do not acquire any right, title, or interest therein, except for the limited use rights expressly set forth in this Agreement. Any rights not expressly granted in this Agreement are deemed withheld. You agree to not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the CB Service.

2.3 Account Transactions. The Account may be accessed (a) through the CB Service by You and Authorized Persons on-line via the Internet through a link on a Merchant's website, (b) through the CB Service by You and Authorized Persons on-line via the Internet through a link on the Inventory/Services Aggregator's website(s), (c) in person at a Merchant's place of business through an Authorized Person, or (d) by telephone, mail or courier services to a Merchant's place of business through an Authorized Person, and may be utilized only with Merchants for the purposes of Credit Transactions. You agree that a signature is not necessary for any Credit Sales, however accepted, and that Corporate Billing may rely on entry of a correct Password or request in person or by telephone, mail or courier services by an Authorized Person, to process a Credit Transaction. In addition to paying a Merchant for Credit Sales, Corporate Billing shall also make advances with regard to Your Account for payment to a Merchant to satisfy any balance on an account You may owe Merchant. You shall pay in full the balance due on the Account on or before the Payment Due Date identified on the monthly statements issued by Corporate Billing to You. Subject to all the terms and conditions of this Agreement, Corporate Billing will pay the amounts You owe each Merchant for Credit Transactions. Your repayment obligations for the Credit Transactions will be directed to Corporate Billing and not to the Merchant. Corporate Billing does not promise that all Merchants will honor the Account. Corporate Billing will not be responsible or incur any liability if a Merchant refuses to honor the Account or if any Inventory or Service obtained through Credit Transactions is defective or unsatisfactory.

2.4 Business Use; Consumer Protection Inapplicable. You acknowledge, represent and warrant that the Account is not an account established primarily for personal, family or household purposes and that Your use of the CB Service is not primarily for personal, family or household purposes. Accordingly, the provisions of the Electronic Fund Transfer Act, as amended (15 U.S.C. 1693 et seq.), Federal Reserve Regulation E, as amended (12 C.F.R. 205), and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer accounts do not apply to any Credit Transactions affecting Your Account.

2.5 Qualifications/Restrictions. Although You may have credit available, Corporate Billing may be unable to authorize credit for a particular transaction due to operational difficulties, mistakes, or other reasons. Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions made by You in one day may be limited since Corporate Billing may limit the number of authorizations which may be given. These restrictions are for security reasons. As a result, Corporate Billing cannot explain the details of how the authorization system works. Neither Corporate Billing nor Corporate Billing's agents will be responsible or have any liability if authorization for a transaction is not given. If the Account is over limit or delinquent, authorization of credit for a transaction may be declined.

2.6 Billing. After the close of a monthly billing cycle at the end of which the Account has a debit balance, Corporate Billing will, at Your option, mail by U.S. mail or e-mail to You a monthly statement that will show the outstanding balance in the Account at the beginning of the billing cycle; the amount and date of each charge posted to the Account during the billing cycle; the amount and date of each charge posted to the Account before the billing cycle that has not yet been paid in full; the amount and date of other credits to the Account during the billing cycle; the amount of any Fees imposed during the billing cycle; and the New Balance. If You fail to report any exception to Your monthly

statement within sixty (60) days of receipt, Corporate Billing will not be liable for such exception. Errors in posting, addition, subtraction or calculation, whether by You or Corporate Billing, are subject to correction at any time. You are responsible for notifying Corporate Billing of any change in Your billing address. Payment for all charges reflected in the New Balance on the monthly statement shall be delivered to Corporate Billing by You on or before the Payment Due Date identified on the monthly statement.

2.7 Fees. You agree to pay all Fees and Restocking Fees. If under applicable law Corporate Billing cannot collect the full amount of any Fee or Restocking Fee, You agree to pay such lesser amount as is permissible. Corporate Billing may change the amounts of the Fees and the Restocking Fees and add new fees from time to time.

2.8 Transmission of Information. You agree that Corporate Billing may transmit confidential information, including (without limitation) Password confirmations, to the current address shown in Corporate Billing's records for Your Account, or to the e-mail address you have provided in connection with Your use of the CB Service, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Corporate Billing will not be responsible or liable to You in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at Your place of business or current address. In addition to any other security precautions set forth in this Agreement, You agree to keep Your Password secure and strictly confidential, providing it only to Authorized Persons on Your Account or other trusted employees, agents, and/or persons whom You want to act as Your representative to access Your Account on-line, and to instruct each person to whom You give Your Password that he or she is not to disclose it to any unauthorized person. By using the CB Service (or permitting others to use the CB Service) You acknowledge and agree that this Agreement sets forth security procedures for credit transactions, including electronic credit transactions, that are commercially reasonable. Subject to Section 5, You agree to be bound by any and all Credit Transactions performed through the CB Service or by Authorized Persons, whether authorized or unauthorized (including, without limitation, resulting from employee or other fraud prior to notice to Corporate Billing), and Corporate Billing shall have no liability to You for any unauthorized transaction or inquiry with respect to Your Account made through the CB Service or by Authorized Persons. Corporate Billing may use information relating to Your Account and Credit Transactions as set forth herein and the [Privacy Policy](#) found on the CB Website.

3. Account Details. Corporate Billing will establish Your Account Limit and Transaction Limit. You promise to keep the outstanding amount of Credit Transactions within these limits. Corporate Billing may demand immediate payment of any amount by which Credit Transactions exceed the Account Limit. If You request any Credit Transaction that, if granted, would result in Your total Credit Transactions exceeding the Account Limit, Corporate Billing may (i) honor the request without permanently raising the Account Limit, (ii) honor the request and treat the amount in excess of the Account Limit as immediately due, or (iii) refuse to honor the request. If Corporate Billing has previously honored requests for Credit Transactions over the Account Limit, it does not mean that it will honor further over-limit requests. Corporate Billing may re-evaluate Your financial condition and credit standing at any time, including annually, to determine whether to renew the Account. In the course of doing so, Corporate Billing may ask You for additional information, request credit bureau reports or otherwise verify Your current credit standing. Upon Corporate Billing's request, You agree to provide Corporate Billing with current financial information, including accurate, up-to-date information on Your assets and liabilities and true copies of Your signed federal and/or provincial income tax returns, as applicable. Corporate Billing may increase or lower the Account Limit at its discretion at any time without prior notice to You and without affecting Your obligations under this Agreement. You agree to permit and cooperate with any investigation of Your credit record.

4. Your Obligations.

4.1 Basic Obligations. You agree: (a) that you have already entered into an agreement with an Inventory/Services Aggregator pursuant to which you have the right to purchase Inventory or Services from Merchants in Credit Sales from the place(s) of business of a Merchant or through other means; (b) that You will enter into and be bound by the terms of an agreement with a Merchant governing each Credit Sale, including via purchase order or other sales agreement; (c) to timely repay Corporate Billing for all Credit Transactions extended to You; (d) to pay, at such place as Corporate Billing designates, all amounts owing under the Account and this Agreement, including all Fees and any other proper charges; (e) to notify Corporate Billing promptly if You suspect someone has or may attempt to use the Account without Your permission; (f) to refrain from using the Account upon notice from Corporate Billing; (g) to notify Corporate Billing of any change in e-mail address, mailing address or principal place of business; (h) to notify Corporate Billing in writing of withdrawal or cancellation of permission of an Authorized Person to use the Account; (i) to maintain and require Authorized Persons to maintain the confidentiality of all Passwords; and (j) to all provisions of this Agreement.

4.2 Payment. By the Payment Due Date reflected on Your monthly statement, You must pay Corporate Billing the New Balance (including the full amount of any Fees) shown on its monthly statement. All payments must be made in cash or by checks drawn on accounts located in either the United States or Canada, in either case in the currency used in the invoice. If you pay in a different currency from that used in the invoice, you will be liable for the cost of converting your payment into the currency used in the invoice. Corporate Billing may accept late or partial payments, and payments that are marked with restrictive endorsements, such as "payment in full", without waiving or losing any of its rights and such restrictive endorsement shall be void and have no effect. Payments shall not be made by post-dated check. If Corporate Billing receives payment by post-dated check it may deposit the check, and it shall have no liability if the check is posted prior to the date which appears on the check. Payments received at other than the address shown on the front of the monthly statement may be subject to a delay in crediting of up to five (5) days after the date of receipt. No payment shall operate as an accord and satisfaction without Corporate Billing providing prior written approval.

4.3 Unconditional Obligation to Pay. Corporate Billing is not responsible for the Inventory or Services acquired through the use of the Account. Any such claims and all disputes respecting any Credit Sales must be settled between You and the Merchant and shall have no effect on Your obligations to Corporate Billing. Your obligation to pay all amounts owed to Corporate Billing under this Agreement are absolute and unconditional and shall not be subject to any defense, claim, reduction, set-off, right of compensation, abatement, recoupment, or adjustment for any reason whatsoever.

5. Passwords; Unauthorized Use of the Account. You agree that (a) use of Passwords for the authorization and authentication of Credit Transactions described in and contemplated by this Agreement, and (b) procedures for identification of Authorized Persons who may authorize Credit Transactions on Your behalf, constitutes commercially reasonable security procedures under applicable law. Subject to the requirements of applicable law and other express terms and provisions of this Agreement, You are responsible for all Credit Transactions initiated or made through your Account. Without limiting the scope of the preceding sentence, if You or any Authorized Persons allow any other person to use Your Password or the CB Service to access Your Account or if any individual identified by You as an Authorized Person accesses Your Account in person or by telephone, mail or courier service, You will have authorized that person to access Your Account and You are responsible for all transactions that person initiates or authorizes in connection with the Account. You agree to notify Corporate Billing immediately at the telephone number shown on Your monthly statement or in Section 7, 02543564.5

"Errors and Questions", if You believe that your Password has been lost or stolen or that Your Account has been or may be accessed without Your authorization. You should also notify Corporate Billing in writing. You should not use the Account after so notifying Corporate Billing, and You agree to take any reasonable actions requested by Corporate Billing to prevent unauthorized transactions to your Account. You will not be liable for unauthorized use of the Account that occurs after notification to Corporate Billing as provided in this Agreement. Corporate Billing may suspend, terminate or limit Your use of the Account without notice to You if it has been notified or has determined that there may be unauthorized access to the Account. Corporate Billing is not responsible for controlling an Authorized Person. You agree to assist Corporate Billing in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of the Account and to comply with such procedures as Corporate Billing may require in connection with its investigation. If Your access to the CB Services is blocked or if you forget Your Password, You may contact Corporate Billing at the number provided in the monthly statement or as provided in Section 7, "Errors or Questions," of this Agreement. Corporate Billing may issue You a new Password or change its hold on Your Account, although it may not be available for use of the CB Services for several days.

6. Notices. All notices required hereunder must be in writing (paper or electronic). All notices required to be given to You shall be deemed given upon the first to occur of: deposit thereof in a receptacle under the control of the United States Postal Service; transmittal by electronic or telephonic means to a receiver under Your control, or actual receipt by You or Your employee or agent. All notices required to be given to Corporate Billing hereunder shall be deemed given upon actual receipt by a responsible officer of Corporate Billing. If You elect to receive notices and disclosures electronically, You will agree to the [Consent for Electronic Notices and Disclosures](#) posted on the CB Website.

7. Errors or Questions. In case of errors or questions about the CB Service or Your Account, or in the event you need to contact Corporate Billing pursuant to any of the provisions of this Agreement, You should, as soon as possible:

Call: (256) 584-3600

Email to: statements@corpbill.com

Write to: Corporate Billing, LLC
PO Box 1726
Decatur, AL 35602

8. Amendments to Agreement; Closing Account. Corporate Billing may change the terms of this Agreement (including the separate sections hereof) and/or the fees, charges, features, operational elements, and other terms and conditions applicable to the CB Services, at any time in Corporate Billing's discretion as set forth on page 1 of this Agreement. Subject to any notice requirements provided by this Agreement or applicable law, You expressly agree that Corporate Billing may in Corporate Billing's discretion add to, modify, and/or delete administrative and operational features and elements applicable to the use of the CB Services on-line and/or make any changes that are in Your favor without notice to You. If You do not agree to any change or amendment relating to terms and conditions of this Agreement or the CB Service, You must terminate Your use of the CB Service and Your Account and repay any outstanding balance according to the old terms within thirty (30) days after such change is effective. Unless you terminate the CB Service and Your Account within such thirty (30) days, by using the CB Service and Your Account after any such change or amendment, you agree to that change or amendment. You agree that Corporate Billing may send notice of changes of terms in electronic form as provided in Section 6 if you have elected to receive electronic notices.

9. Termination. You may terminate Your use of the CB Service and close Your Account at any time by calling or writing Corporate Billing as provided in the "Errors or Questions" section of this Agreement. You must notify Corporate Billing at least thirty (30) days prior to the date on which You wish to have the CB Service terminated and Your Account closed. Corporate Billing may require that You put Your request in writing. Corporate Billing reserves the right to cancel all scheduled Credit Transactions as soon as practicable upon receipt of notice of termination from You. If Corporate Billing has not completed processing Your termination request and You have not otherwise canceled scheduled Credit Transactions, You will be responsible for such Credit Transactions, subject to the requirements of applicable law. On any termination of Your access to the CB Service or Your Account, You must repay any outstanding balance due to Corporate Billing.

10. Event of Default. At Corporate Billing's option, the occurrence of any of the following events shall constitute an "Event of Default":

(a) You allow Your total Account balance to exceed the Account Limit, or fail by the Payment Due Date to pay in full the New Balance on a monthly statement;

(b) You fail to abide by any other terms of this Agreement or any other agreement with Corporate Billing;

(c) You misrepresent any material fact in connection with the Account or Your application for an Account;

(d) Ownership or control of Your business changes, or there is a sale or transfer of all or substantially all of Your stock or assets, without Corporate Billing's prior written approval;

(e) There is an attachment, execution or levy against You or Your property;

(f) You commit any act of bankruptcy, become insolvent or admit insolvency (as defined or provided for in any applicable statute);

(g) Any proceeding, voluntary or involuntary, respecting You is commenced pursuant to any statute relating to bankruptcy, insolvency, reorganization of debts, liquidation, winding up or dissolution including, without limitation, any proceedings under the U.S. Bankruptcy Code, Title 11 of the United States Code, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada) or the Winding-up and Restructuring Act (Canada).

(h) Any receiver, receiver and manager, trustee, sequestrator, custodian or liquidator or person with similar powers, is appointed, judicially or extra-judicially, for You or any of Your assets or property;

(i) You suffer an adverse change in Your financial condition or personal affairs of Your corporate representative, which in Corporate Billing's opinion will increase its risk or render its prospect of payment insecure;

(j) if You are a natural person, You die or are declared legally incompetent or are imprisoned;

(k) if You are a business organization or other entity:

(i) Such entity dissolves or otherwise ceases to operate;

(ii) Such entity is a party to an amalgamation, merger or other reorganization;

- (iii) Such entity sells or otherwise transfers all or substantially all of its assets;
- (iv) Such entity fails to maintain good standing in all states, provinces and other jurisdictions in which it does business;
- (v) If any natural person owning an interest in such entity dies, is declared legally incompetent, is imprisoned, or sells a majority of his or her interest in such entity; or

(l) Corporate Billing believes in good faith that the payment or performance of Your obligations under this Agreement are impaired for any other reason.

Upon the happening of any one or more of such Events of Default, Corporate Billing's obligation to further advance on Credit Transactions shall cease and it may terminate the Account privileges without prior notice to You. In addition, at Corporate Billing's option, all amounts You owe under this Agreement shall immediately become due and payable with or without notice or demand, and You agree to pay all amounts owing under this Agreement in full immediately. Corporate Billing does not have to notify You, demand payment or furnish You any further monthly statements in order to exercise the above rights unless required by law. You agree that Corporate Billing may delay enforcing any of its rights under this Agreement without losing them. The fact that Corporate Billing waives its rights in one instance shall not mean that it will waive them in other instances. All of Corporate Billing's rights can be enforced against Your successors and assigns. To the extent permitted by applicable law, if after default Your obligations under this Agreement are referred to an attorney for collection, whether by suit or otherwise, You shall pay all reasonable costs of collecting amounts You owe to Corporate Billing, including reasonable attorneys' fees, expenses and court costs.

11. Representations and Warranties. You hereby represent and warrant that:

(a) You are fully authorized to enter into this Agreement and to perform hereunder; this Agreement constitutes Your legal, valid and binding obligation; You are solvent and in good standing in Your jurisdiction of incorporation or formation; Your jurisdiction of incorporation or formation and exact legal name are set forth in the credit application provided by You to Corporate Billing; Your chief executive office and head office are located at the address set forth in the aforementioned credit application;

(b) Each Credit Transaction is an original, genuine, bona fide, valid, and legally binding obligation and enforceable as against You in accordance with the terms hereof; and

(c) None of the following events have occurred: (i) the death of any partner, if You are a partnership; (ii) Your dissolution, termination or business failure; (iii) the ceasing or suspension of Your business; (iv) the commencement of any proceeding, voluntary or involuntary, by or against You pursuant to any statute relating to bankruptcy, insolvency, reorganization of debts, liquidation, winding up or dissolution including, without limitation any proceeding under the U.S. Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada) or the Winding-up and Restructuring Act (Canada); (v) the making by You of an assignment for the benefit of creditors; (vi) the calling of a meeting by any of Your creditors to consider Your financial condition; (vii) You commit any act of bankruptcy, becoming insolvent, admit Your insolvency or attempt to secure a general extension from Your creditors; or (viii) the appointment, whether judicially or extra-judicially, of a receiver, receiver and manager, trustee, sequestrator, liquidator or custodian of all or any part of Your assets.

Each of the foregoing representations and warranties shall be deemed repeated every time You and Corporate Billing enter into a Credit Transaction pursuant to this Agreement.

12. Severability. If a court of competent jurisdiction, or arbitrator as applicable, finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

13. Legal Fees. You are obligated to pay to Corporate Billing all of Corporate Billing's reasonable legal fees and expenses incurred in either enforcing Corporate Billing's rights hereunder, being involved in a legal action related hereto, or in responding to legal process concerning You or Your Account or any Credit Transaction hereunder. In the event of default, Corporate Billing's cost of collection, including reasonable legal fees, shall be at least 25% of the then unpaid balance on the Account (including all Fees).

14. Exclusion of Warranties; Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE CB SERVICE IS AT YOUR SOLE RISK. THE CB SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CORPORATE BILLING EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND RELATING TO THE CB SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

CORPORATE BILLING MAKES NO REPRESENTATION OR WARRANTY THAT THE CB SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT THE CB SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. CORPORATE BILLING FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE CB SERVICE IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND CORPORATE BILLING IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. CORPORATE BILLING MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY THIRD PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE CB SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CORPORATE BILLING OR THROUGH OR FROM YOUR USE OF THE CB SERVICE WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS.

CORPORATE BILLING MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR PC OR RELATED EQUIPMENT OR SOFTWARE, OR YOUR INTERNET CB SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

YOU AGREE THAT NEITHER CORPORATE BILLING NOR ANY OF CORPORATE BILLING'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS OR THIRD PARTY CB SERVICE PROVIDERS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARM, INJURIES OR CLAIMS, WHICH LAWYERS AND COURTS OFTEN CALL INDIRECT, INCIDENTAL, SPECIAL,

CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF CORPORATE BILLING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING OR ARISING IN ANY WAY IN WHOLE OR IN PART FROM (a) THE USE OF OR THE INABILITY TO USE THE CB SERVICE OR ACCESS YOUR ACCOUNT, (b) THE COST OF OBTAINING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM USE OF THE CB SERVICE OR YOUR ACCOUNT, (c) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA, (d) STATEMENTS OR CONDUCT OF ANY OTHER PERSON USING OR ACCESSING THE CB SERVICES OR YOUR ACCOUNT, (e) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, (f) THE INSTALLATION, USE, OR MAINTENANCE OF ANY HARDWARE OR SOFTWARE OR OTHER EQUIPMENT, AND/OR (g) ANY OTHER MATTER RELATING TO THE CB SERVICES OR YOUR USE THEREOF.

IT IS YOUR RESPONSIBILITY TO DETERMINE WHAT, IF ANY, TAXES APPLY TO THE PAYMENTS YOU MAKE OR RECEIVE, AND IT IS YOUR RESPONSIBILITY TO PAY, COLLECT, REPORT AND REMIT THE CORRECT TAX TO THE APPROPRIATE TAX AUTHORITY. CORPORATE BILLING IS NOT RESPONSIBLE FOR DETERMINING WHETHER TAXES APPLY TO YOUR CREDIT TRANSACTIONS, OR FOR COLLECTING, REPORTING OR REMITTING ANY TAXES ARISING FROM ANY CREDIT TRANSACTION.

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND CORPORATE BILLING, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES AND EXPENSES) CAUSED BY OR ARISING FROM YOUR USE OF THE CB SERVICE, YOUR ACCOUNT, THIS AGREEMENT OR THE USE OF THE CB SERVICES BY ANY OTHER PERSON WHOM YOU HAVE OR ARE DEEMED TO HAVE PERMITTED TO USE THE CB SERVICE, YOUR BREACH OF THIS AGREEMENT, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

15. Choice of Law. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Alabama (if your primary place of business is located in the United States) or the Province of Ontario (if your primary place of business is located in Canada), including but not limited to the validity, mode of performance and interpretation, regardless of where You may reside or use the Account at any time. This choice of law provision forms a basis of the bargain between the parties, and, if and to the extent such choice of laws is not fully effective, the mandatory provisions of the laws of the state in which Your principal place of business is located shall apply.

16. Jury Trial Waiver. The parties hereto voluntarily and knowingly waive any right to a jury trial with respect to such controversy arising out of or relating to this Agreement, Your Account or the CB Service to the fullest extent allowed by law, whether sounding in contract, tort or otherwise.

17. Legal Action. Any action between the parties shall, if Corporate Billing so elects, be instituted in the federal or state courts covering Morgan County, Alabama (the "Acceptable Forums"). Each party irrevocably submits to the jurisdiction of the Acceptable Forums, and waives all attempts to transfer to any other forums. Should any action be initiated in any other forum, You shall not oppose any attempt to have the action transferred to an Acceptable Forum.

18. General. You agree that You have read and understood all of the terms and conditions of this Agreement and agree to be bound by them. You accept the terms of this Agreement when You or an Authorized Person uses the Account. This Agreement is effective only upon Corporate Billing's approval of the Account in Alabama. The remedies provided are cumulative and are not exclusive of any remedies provided by law or in equity. The Account has been applied for, considered, approved and issued in the State of Alabama and all extensions of credit under this Agreement are being made by Corporate Billing from the State of Alabama. Without prior notice or approval from You, Corporate Billing reserves the right to assign or transfer the Account to another entity, bank or person. You may not transfer or assign Your rights in this Agreement, Account or proceeds thereof. As used herein and as appropriate, the singular number shall include the plural and the plural shall include the singular. The headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.

19. Waivers. No delay or omission by Corporate Billing in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy. No waiver shall be valid unless in writing and signed by Corporate Billing. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. Where this Agreement or applicable law permits Corporate Billing to take action, or not to take action, in Corporate Billing's discretion on any matter, any action, or inaction, on Corporate Billing's part with respect to such matter shall not obligate it to repeat such action, or inaction, with respect to similar matters that may subsequently arise.

20. Delays. You agree that Corporate Billing shall not be liable for any delay in the performance or nonperformance of the CB Service resulting from any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any Act of God, war, epidemic, strike, lockout, riot, weather conditions, equipment failure or malfunction, material shortage, electrical power disruption or shortage, communication failure or any other condition or circumstance not within Corporate Billing's reasonable control.

21. Illegal Purposes. You agree not to use the CB Service for any illegal purpose or in breach of any contract or agreement by which You are bound, and You agree to comply with all applicable laws, rules, and regulations in connection with the CB Services and Your Account. You acknowledge and agree that Corporate Billing has no obligation to monitor, review or evaluate Your Credit transactions for legality and that Corporate Billing may presume that all of Your Credit Transactions are legal in all applicable jurisdictions. However, Corporate Billing reserves the right to decline any transaction that Corporate Billing believe is an illegal transaction or a high-risk transaction in any applicable jurisdiction. You further agree that Corporate Billing is not responsible for the recovery or reimbursement to You of any funds transferred in connection with any transaction authorized by You that is determined to be illegal.

22. Entire Agreement. You agree to be bound by operating rules and regulations imposed by any networks or clearinghouses in which Corporate Billing participates and/or which processes Credit Transactions. Such rules and regulations constitute a part of this Agreement. This Agreement constitutes the entire agreement between you and Corporate Billing regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous agreements and understandings between the Parties, verbal or written, express or implied, relating to the subject matter hereof. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify any terms of this Agreement.

23. Language of Documentation. It is the express wish of the parties that this Agreement and all documents, notices, waivers, consents and other communications, written or otherwise, between the parties under or in connection with this Agreement be in the English language. Les parties aux présentes ont expressément demandé que cette convention et, tous les documents, avis, renonciations, consentements et autres communications, écrits ou autrement, entre les parties en vertu de cette convention ou s'y rapportant soient en langue anglaise.

24. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT- 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 for you: When you open an account, we will ask you 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.