



**Terms and Conditions**

1. The Legal Name of the business listed on the credit application shall herein after be referred to as "Customer". Acceptance of this agreement by Fleet One (herein after referred to as "F1") is contingent upon F1's approval of Customer's credit application. F1 may require a cash security deposit or other similar financial accommodation in order to provide the services desired by Customer.
2. Upon acceptance, F1 will provide Customer financial devices, including purchasing cards and PlusCheks, as authorized by Customer and F1.
3. F1 will provide twenty four (24) hour customer service for account-related requests and questions.
4. Customer will receive an invoice daily or weekly, depending on Customer's credit arrangements with F1. No receipts for transactions will be provided.
5. The customer and each guarantor unconditionally, jointly, and severally guarantee full and prompt payment of all F1 invoices. Such sums may include but are not limited to the purchase of products or services through F1 acceptance sites, payments for other products or services obtained using the Card, and any applicable interest, penalties, and service charges. Payments not received by F1 within seven (7) calendar days of the due date shown on the statement, customer and guarantors agree to pay interest on the past due balance at an annual rate of the greater of 18% or the maximum allowed by law, until the balance is paid in full. Any payments received will be applied first to outstanding finance charges, then to any past due balance, then to any new purchases. The total liability for payments of interest and payments deemed to be interest by applicable law, shall not exceed the limit imposed by applicable usury law. Customer shall remain responsible for all amounts incurred under this agreement regardless of whether agreement is terminated.
6. Payments received on a regular business day will be credited to customer's account by the following regular business day.
7. Customer must notify F1 of any disputed charge(s) within 30 days after the statement date on which the charge(s) appeared. After 30 days, all charges are considered valid and no adjustments will be made. Notice to F1 of a disputed charge shall be given by customer in writing and shall include the following information: customer's name and account number; the dollar amount of the disputed charge; the reason customer is disputing the charge; and a copy of the statement on which the disputed charge appears. Notices should be mailed to the following address: FleetOne, L.L.C., 5042 Linbar Drive, Nashville, TN 37211, Attention: Accounts Receivable.
8. If F1 must use an attorney or collection agency to collect any overdue amount from customer and/or any guarantors, customer and each guarantor agree to pay reasonable attorney fees and costs of collection incurred by F1 which the parties hereby fix at 33 1/3% of any balance due, plus court costs. No notice of acceptance hereof need be given any guarantor. The guarantor hereby personally guarantees payment of all amounts due F1.
9. Customers and guarantors shall be responsible for any unauthorized uses of a lost or stolen Card which occur prior to Customer's notification to F1 of such loss or theft. Customer and guarantors each agree that they shall notify F1 no later than the earlier of (i) forty eight (48) hours following receipt of a F1 invoice which includes unauthorized charges or (ii) upon learning of unauthorized use of Cards. Such notice must include the Card number of each lost or stolen Card as well as the identification of the person responsible for the loss.
10. Cards are to be used solely for the conduct of customer's business by the employees of customer. It shall be customer's responsibility to ensure its employees use the Card in compliance with customer's business policies, and these Terms and Conditions. Any dispute in this regard shall be resolved between customer and its employees. Customer shall still be responsible to F1 for payment of all such charges.
11. Customer warrants that it is a licensed commercial enterprise or a governmental body, and that the system shall be used only in its business, and the fuel obtained will not be made available for personal use. Customer acknowledges and agrees that F1 is not a lender, but provides pre-authorized or pre-paid advances for a fee, and that this is not an agreement for consumer credit or non-business services.
12. F1 maintains the absolute right, exercisable in its sole discretion, to interrupt or terminate use of any and all Cards and issued to customer use of account.
13. If any portion of this agreement is subsequently held to be invalid, such determination shall not affect the other provisions of these Terms and Conditions, which shall remain in full force and effect.
14. These Terms and Conditions will be interpreted applying Tennessee law, without regard to the conflict of laws provisions thereof.
15. For PlusCheks not clearing the bank within 90 days of dispatch, F1 will deduct an administrative fee of \$25 per month against the balance of the uncashed PlusChek. The total administrative fees will not exceed the amount of the PlusChek.
16. Customer agrees not to deposit PlusCheks into the same bank account from which payments are made to F1. In the event of a violation of this provision, F1 may, without limiting its remedies, permanently suspend Customer's PlusChek privileges. Use of PlusCheks as a line of credit is strictly prohibited.
17. This agreement may not be assigned by Customer without the written consent of F1. Customer acknowledges that F1 may assign this agreement without Customer consent.
18. Fees, payment terms and other conditions may be changed by F1 without notice. Continued use of F1's services after 30 days constitutes acknowledgment and acceptance of the change.
19. Customer acknowledges and agrees that this agreement is confidential and is not to be shared by Customer with any third party.
20. If Customer selects payment via Automated Clearing House (ACH), Customer agrees that F1 shall have full right and authority to debit Customer's bank account via the ACH system on the day(s) indicated by customer on the credit application for any and all amounts owed to F1 by Customer. If an entry is returned for non-sufficient funds, F1 will require customer to remit payment via wire to F1's wire account for the returned item plus \$30 (thirty) return fee. F1 reserves the right to change customer to wire only in the event of returns. F1 reserves the right to re-submit returned ACH items for payment in the event that customer does not replace with wire immediately. Customer understands that this authorization will be in effect until F1 receives verbal notice by customer via phone followed by written notice from customer at 5042 Linbar Drive, Nashville, TN 37211, Attention: Accounts Receivable that they no longer desire this service. Customer also understands that if corrections in the debit amount are necessary, it may involve an adjustment (credit or debit) to customers account. If paying by a faxed "ElectroniChek or "InternetChek"/"Internet Pay", F1 will process only the amount indicated. Accounts using Prepay via ElectroniChek are subject to a 3 day hold on funds per ElectroniChek.
21. If payment for the non-refundable application and set up fee is not submitted to F1 with this application, F1 is authorized to debit Customer's bank account via ACH for the amount.
22. I understand and confirm that by providing my signature on the credit application, on behalf of the company/organization specified, I am authorized to and hereby consent for the company/organization to receive communications via telephone, regular mail, fax and email sent by or on behalf of TransPlatinum Service Corp., Fleet One, L.L.C., any respective affiliate or partner.

Menu of Fees

<u>Fuel Card</u>	
Fuel/Misc purchase at "In-Network" fuel locations.....	\$0.00/trans.
Fuel/Misc purchase at "Out-of-Network" fuel locations..	\$2.00/trans.
Cash advance with fuel purchase.....	\$0.50/trans.
Cash advance without fuel purchase .....	\$1.75/trans.
Account Creation & Set Up, non-refundable, one time..	\$50.00
Card Production Fee (New and Replacement Cards) .....	\$1.50 each
Membership in "Plus Network", per active card.....	\$0.50/month
<u>Optional Services</u>	
Directories - Online at <a href="http://www.FleetOne.com">www.FleetOne.com</a> .....	\$0.00
Directories - Hard Copy .....	\$1.50 each
PlusChek (price is for each \$500.00 increment) .....	\$1.75
Cash disbursement or Balance Inquiry from ATM.....	\$1.75/trans.
Voice Load (no fee for internet or touch tone loading) ..	\$1.50
Temporary Permits .....	See separate agreement

Continued

Data Capture only, per transaction (if applicable) .....	\$0.55
Research .....	Fees vary by dept., Inquire for details
<u>Payment Methods</u>	
AutoPay, Internet, ElectroniChek, Customer Initiated ACH .....	\$0.00
Business Checks (including 3 <sup>rd</sup> party checks).....	\$2.50/check
Return Item Fee (Check or ACH) .....	\$30.00
<u>Invoice Methods and Other Fees</u>	
Internet, Email and/or Fax .....	\$0.00
Hard Copy via Mail.....	\$1.25 each
Over Limit Per Transaction Fee .....	\$25.00
Late Fee on Outstanding Balance .....	1.5% per mo.
All payments are due within 7 days of invoice date. If payment is not received within terms, the account is subject to a late fee.	
Monthly fees are billed in advance for the next calendar month.	
Termination of services requires 30 days notice. Fees are not prorated.	