



You should check to be sure you have a sufficient balance on your Card to pay for each Cardholder Transaction and all applicable fees as set forth in the Fee Schedule (see paragraph 5 below). If you attempt a Cardholder Transaction for more than the value available on your Card, then the Cardholder Transaction will usually be declined. In the event that, for any reason including a systems malfunction, you are able to complete a Cardholder Transaction in excess of the value available on your Card, you agree to pay Comdata the full amount of any negative balance immediately without further demand.

OnRoad Debit Service Cardholder Agreement

This OnRoad Debit Service Cardholder Agreement ("Agreement") sets forth the terms and conditions governing use of the OnRoad Debit Service functionality of your Card. In this Agreement, the term "Card" means the OnRoad Mastercard® issued to you by Comdata, a business customer of Regions Bank and Comdata, or Comdata (your "Company"). Each Card is issued by Regions Bank and is administered by Comdata, Inc. ("Comdata"). As used herein, "we" "us" and "our" refers to Regions Bank and Comdata or anyone to whom we assign our rights and "you" and "your" refers to the individual who was assigned a Card through his or her Company.

The Card cannot be used until you have validated the Card with us. Instructions for validating your Card and establishing a personal identification number (PIN) are included in the materials accompanying your Card. For security purposes, only you will know your PIN, and neither Comdata nor your Company will have access to it. You agree not to disclose your confidential PIN to anyone and to take reasonable steps to protect the security and confidentiality of your PIN. If you do not want to use the Card, please destroy it and contact your Company immediately.

By validating, using and keeping your Card, you represent and warrant to us that (a) you accept the Card; (b) the personal information, including address, you have provided to us and/or your Company in connection with the Card is true, correct and complete; and (c) you have received and read a copy of this Agreement and agree to comply with and be bound by the terms of this Agreement and any amendments thereto.

Please retain a copy of this Agreement for your records and future reference.

1. OnRoad Card. The Card has been set up for use of the OnRoad Debit Service that allows your Company to distribute funds to you by loading your Card with cardholder-owned funds such as expense reimbursements or wages ("Cardholder Funds" used for "Cardholder Transactions") and allows you to use your Card to retail merchants that accept Mastercard, as well as certain automated teller machines (ATMs) (and, if elected by your Company, the Comdata proprietary network).

Cardholder Transaction(s) may include but are not limited to: (i) a retail purchase at any location that accepts Mastercard, (ii) an ATM transaction using the "Checking" or "Checking Account" prompt on an ATM, (iii) an electronic funds transfer to your designated bank account, (iv) a cash withdrawal transaction at a Comdata proprietary network location, or (v) use of a Comcheq draft.

Cardholder Transactions are prepaid transactions and are not credit card transactions. Funds transferred by your Company to Comdata are deposited and held in a bona fide trust account for your benefit. The value of Cardholder Transactions conducted on your Card will be deducted from or added to the balance associated with your Card as applicable. For example and without limitation, funds loaded to your Card on your Company will increase the actual balance associated with your Card, and purchases, withdrawals, or fees will decrease the balance associated with your Card. You do not have a credit line or overdraft protection, you will not earn interest on your balance and you are not accessing your bank checking or savings account when you use your Card. Unless we allow other funding sources, only your Company may load value to your Card, and your Company determines the frequency and amount of such loads. You may only redeem the value loaded to your Card in accordance with this Agreement.

When we comply with your Company's instructions regarding loads, you agree that we are not responsible or liable in any manner whatsoever for any inquiry or dispute you may have about such loads.

We may limit the maximum amount that may be loaded onto your Card. You may NOT use your Card to make a purchase or to withdraw funds in an amount greater than the value on the Card. Third parties may set limits on the use of your Card at their locations. For security reasons, you may place other limitations on the amount and frequency of Cardholder Transactions that you may conduct using your Card.

The Card is our property and you may not transfer or assign it to anyone else. You acknowledge that either Comdata or Regions Bank may suspend, freeze, repossess or restrict the use of your Card at any time and you agree to return the Card to us upon request.

BY VALIDATING YOUR CARD, YOU AGREE AND AUTHORIZE US TO CORRECT ANY ERRORS REGARDING ANY AND ALL TRANSACTIONS, LOADS, DEBITS, OR FUNDS TRANSFERS ASSOCIATED WITH YOUR CARD WITHOUT PROVIDING PRIOR NOTICE TO YOU. SUCH CORRECTIONS MAY BE MADE FROM THE NATIONAL CUSTOMER SERVICE AT 5301 MARYLAND WAY, BRENTWOOD, TN 37027 OR BY CALLING 1.800.741.2777 OR BY WRITING US AT COMDATA CUSTOMER SERVICE AT 5301 MARYLAND WAY, BRENTWOOD, TN 37027. WHERE REQUIRED BY APPLICABLE LAWS, UPON YOUR REQUEST, YOU MAY ALSO RECEIVE A MONTHLY WRITTEN CARDHOLDER TRANSACTION HISTORY FOR A PERIOD OF UP TO 12 MONTHS FOLLOWING YOUR REQUEST.

2. Using the Card. We will deduct the amount of your Cardholder Transactions directly from any funds associated with your Card. You understand that third-party locations where you use your Card may assess additional fees and charges.

further notice for quality control purposes and for our own protection. We also may monitor, record, and/or make a record of any other communications between you and us without any further notice, and we may use the resulting information for internal purposes or as may be required by applicable law. You hereby consent to our monitoring and/or recording of any telephone calls and other communications with you. You acknowledge and understand we may not record all telephone calls or communications, and we do not guarantee that recording of any particular telephone calls or communications will be retained or will be capable of being retrieved.

4. Authorization Holds. When you use your Card to pay for goods or services at certain merchants or to reserve some types of goods or services, we may or the merchant may ask us to preauthorize the Cardholder Transaction and may estimate its final value. If we preauthorize the Cardholder Transaction, we may place a temporary use restriction or "hold" on your Card's funds for the estimated amount of the Cardholder Transaction. IMPORTANT—in many instances the amount of the estimated Cardholder Transaction may exceed the amount of the actual final Cardholder Transaction. By way of example, a purchase at a restaurant may result in an estimated Cardholder Transaction of the purchase price and an estimated gratuity (tip) of twenty percent (20%). When settlement for the final amount of the Cardholder Transaction occurs, any hold will be released and your Card balance will be reduced in an amount corresponding to the final Cardholder Transaction amount. In addition, some merchants may add an amount to the Cardholder Transaction in order to ensure sufficient funds will be available to cover the final Cardholder Transaction. If the amount of the authorization request exceeds the value on your Card, then the Cardholder Transaction is likely to be declined.

5. Fees. You agree to pay Comdata fees as detailed in the fee schedule that accompanies your Card (the "Fee Schedule"). You agree we may deduct the amount of such fees directly from any funds associated with your Card. We will notify you of any increases in these Comdata fees. If you have not received a Fee Schedule, then please contact Comdata at 1.800.741.2777 prior to validating your Card.

6. Confidentiality and Information Sharing. We will disclose information to third parties about your Card account or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your Card account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

7. Expiration; Cancellation. Your Card will expire on the expiration date (last day of the month) embossed on your Card. Subject to applicable law, you may use the Card only through its expiration date. If you attempt to use the Card after the expiration date, then the transactions may not be processed. If load or spend transactions are occurring within 90 days of the date that your

Card is scheduled to expire, you will be issued a replacement Card with a new expiration date and the funds on your expiring Card will be transferred to your new Card. Whenever you stop receiving new value on your Card for any reason, then you should use the remaining balance in a timely manner. After your Card expires and no new Card is issued to you, we will attempt to refund you any remaining balance on your Card, less any amounts owed to us. Remember to keep your address information current with us by updating your profile on www.cardholder.comdata.com or by calling us at 1.800.741.2777 or writing to Comdata Customer Service at 5301 Maryland Way, Brentwood, TN 37027. If we are unable to locate you to provide you a refund, then we will treat any remaining funds as unclaimed in accordance with applicable laws.

WE MAY CANCEL YOUR CARD IF IT HAS A ZERO OR NEGATIVE BALANCE AND IS NOT BEING RELOADED WITH NEW VALUE BY YOUR COMPANY. YOU REMAIN RESPONSIBLE FOR ANY USE OF YOUR CARD EVEN AFTER IT IS CANCELLED OR EXPIRES.

To the extent permitted by law, you agree to pay attorneys' fees and collection costs we incur in collecting amounts you owe us and enforcing our rights under this Agreement.

8. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO YOU REGARDING THE CARD, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Notices; Amendments; Entire Agreement.

a. NOTICES. YOU ACKNOWLEDGE AND AGREE THAT WE MAY SEND NOTICES TO YOU AT THE LAST POSTAL OR E-MAIL ADDRESS FOR YOU THAT IS IN OUR CARD RECORDS, OR YOUR POSTAL OR E-MAIL ADDRESS THAT WE ESTABLISH IN OUR CARD RECORDS IS ESTABLISHED IN OUR CARD RECORDS WHEN YOUR CARD IS PROVIDED TO YOU. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE FOR PROMPTLY NOTIFYING US IF YOUR POSTAL ADDRESS OR E-MAIL ADDRESS CHANGES BY UPDATING YOUR PROFILE ON WWW.CARDHOLDER.COMDATA.COM OR BY CALLING US AT 1.800.741.2777 OR WRITING TO COMDATA CUSTOMER SERVICE AT 5301 MARYLAND WAY, BRENTWOOD, TN 37027.

b. Amendment. We may amend the terms of this Agreement by giving you notice at any time; however, if the change would result in increased fees, increased liability for you, fewer types of available Cardholder Transactions, or stricter limitations on the frequency or dollar amount of Cardholder Transactions, then we will give you at least twenty-one (21) days' notice in writing. If we do not receive your written notice within all claims in that lawsuit between you and such third party to be resolved by BINDING ARBITRATION under this Agreement.

c. Entire Agreement. This Agreement, including the Fee Schedule, constitutes the entire agreement between you and Comdata relating to the Card and supersedes all prior or contemporaneous agreements and understandings between you and us.

10. Provisions Severable. If any term or provision of this Agreement is held to be void, invalid or unenforceable, the rest of this Agreement will not be affected and shall remain valid and enforceable.

11. Waiver. We can waive or delay enforcement of any of our rights under this Agreement without losing them.

12. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

13. Business Days. For the purposes of this Agreement and the use of your Card, our business days ("Business Days") are Monday through Friday. Holidays are not included.

14. Refunds; Disputes. If you are entitled to a refund for any reason for a Cardholder Transaction processed with your Card, you agree to accept a credit to your Card instead of a cash refund. We are not responsible for the delivery, quality, safety, legality, or any aspect of goods or services that you purchase using the Card. Any disputes with a merchant about purchases you make using your Card should be addressed to the merchant.

15. Losses, Errors, and Questions. ALL QUESTIONS ABOUT CARDHOLDER TRANSACTIONS MADE WITH YOUR CARD MUST BE DIRECTED TO COMDATA, AND NOT TO REGIONS BANK. Comdata is responsible for servicing your Card and for resolving any errors in Cardholder Transactions made with your Card. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You will lose all the money in your Card account. If you tell us within two (2) Business Days, you can lose no more than \$50 if someone used your Card or PIN without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Note that you will not be liable for the amounts stated above if: (a) You have exercised reasonable care in safeguarding your Card from risk of loss or theft; (b) You have not reported two or more incidents of unauthorized use in the immediately preceding 12-month period; and (c) Your Card account is in good standing.

Also, if your account history shows transfers that you did not make, tell us at once. If you do not tell us: (1) within 60 days after electronically accessing your account history first reflecting the unauthorized transfer, or (2) within 60 days after we send you a written history of your account in which the unauthorized transfer is first reflected, then you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking that money from your account or by calling us at 1.800.741.2777 or writing to a hospital stay) kept you from telling us, we will extend the time periods. Even if you are entitled under this Agreement and under applicable law to hold you responsible for a loss, we reserve the right to waive your liability in our sole discretion.

If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card without your permission, or if you think an error has occurred on your Card account, or you have questions about your Card account, call us as soon as you can at 1.800.741.2777 or write us at Comdata Cardholder Disputes, 5301 Maryland Way, Brentwood, TN 37027. You may also notify us by using Comdata's online form found at: www.cardholder.comdata.com

We must allow you to report an error until 60 days after the earlier of (i) the date you electronically access your Card account, if the error could be viewed in your electronic history, or (ii) the date we receive the FIRST written history on which the error appeared. You may request a written history of your Cardholder Transactions at any time by calling us at 1.800.741.2777 or writing us at Comdata Customer Service, 5301 Maryland Way, Brentwood, TN 37027. You will need to tell us:

- Your name and your Card number.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we receive your complaint or question. If you are the parent, guardian, or subcontractor, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Card account within 10 Business Days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Card account.

For errors involving new accounts, point-of-sale, or foreign-initiated Cardholder Transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at 1.800.741.2777 or visit www.cardholder.comdata.com.

You agree to cooperate with us in our investigation of any possible unauthorized use of your Card and our attempts to recover the amount of such unauthorized transactions, or the prosecution of, any unauthorized users of your Card. If you authorize another person to use your Card, then you agree to be liable for all Cardholder Transactions arising from the use of the Card by that person, to the fullest extent permitted by law.

16. Liability. If we do not complete a transfer to or from your account on time under the Agreement, you shall be responsible for paying the administrative costs and arbitrator's fees as provided in the applicable Arbitration Rules. Except as otherwise provided in this Agreement or in the applicable Arbitration Rules, the final award by the arbitrator(s) may apportion the administrative fees, expenses and arbitrators' fees between you and us as part of the award, as the arbitrator(s) determines is appropriate. The fees and cost stated in this Agreement are subject to any amendments to the Arbitration Rules and fee and cost schedule of the AAA. The fee and cost schedule in effect at the time you submit your Claim shall apply. The Arbitration Rules permit you to request a deferral or reduction of the administrative fees of arbitration if paying them would cause you extreme hardship.

Each party also has the option of filing an action in small claims court or your state's equivalent court, for any Claim or disputes within the scope of the small claims court's jurisdiction. But if a Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration of the Claim.

The arbitration of any Claim of \$150,000 or greater shall be conducted by a panel of three arbitrators, unless you and we agree otherwise. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA's panel of arbitrators by mutual agreement between you and us. If we cannot agree on the arbitrator(s), the procedure for appointing the arbitrator(s) shall be determined by the Arbitration Rule 11 shall apply, except that the AAA shall not unilaterally appoint the arbitrator(s), unless you and we so agree.

Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of similarly situated persons, or brought as private attorney general or on another similar representative basis. For

LOSS, INJURY, OR DAMAGE ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT AND THE CARDHOLDER TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL REGIONS BANK OR COMDATA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES EVEN IF WE HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Arbitration ARBITRATION AND WAIVER OF JURY TRIAL. Except as expressly provided below, you and we agree that either party may elect to resolve by BINDING ARBITRATION any controversy, claim, counterclaim, dispute or disagreement between you and us, whether asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity and whether arising before or after the effective date of this Agreement (any "Claim"). Claim has the broadest possible meaning and includes, but is not limited to, any claim, demand or damages for which you or we have a question or dispute in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of this Agreement; (2) your Card account; (3) any charge or cost incurred pursuant to this Agreement; (4) any transaction involving your Card account or this Agreement; (5) the collection of any amounts due under this Agreement or on your Card account; (6) any alleged contract or tort arising out of or relating in any way to this Agreement, your Card account, any transaction on your Card account, any advertisement, solicitation, or your business, interaction or relationship with us; (7) any breach of any provision of this Agreement; (8) any statements or representations made to you with respect to this Agreement, your Card account, any transaction on your Card account, any advertisement or solicitation, or your business, interaction or relationship with us; (9) any property loss, damage or personal injury; (10) any claim, demand or request for compensation or damages from or against us; (11) any damages incurred on or about, or arising out of, or relating to, or (12) any of the following: (a) out of, in connection with or relating to any agreement which relates to this Agreement, your Card account, any credit, any charge, any transaction or your business, interaction or relationship with us. If either party elects to arbitrate, the Claim shall be settled by BINDING ARBITRATION under the Federal Arbitration Act ("FAA"). This agreement to arbitrate shall include any Claim involving our current and former officers, directors, employees, agents, successors, assigns, any third party that assigned any agreements to us and any of the respective current and former employees, officers, agents or directors of such affiliates or third parties, and any such Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding. In addition, if we become a party in any lawsuit that you have with any third party, whether through intervention by us or by motion or pleading filed by you and such third party, we may elect to have all claims in that lawsuit between you and such third party to be resolved by BINDING ARBITRATION under this Agreement.

The arbitration shall be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules or the Consumer Arbitration Rules, as applicable (collectively the "Arbitration Rules") in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and the AAA's rules, the Arbitration Rules shall control. You may contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. Or, you may contact the AAA directly at 1-800-778-7879 (toll free) or at www.adr.org.

If the Consumer Arbitration Rules apply, you shall be responsible for paying one-half of the arbitrator's fees up to a maximum of \$125 (if your Claim for damages does not exceed \$10,000) or \$375 (if your Claim for damages exceeds \$10,000 but does not exceed \$75,000). For any consumer-related Claim that does not exceed \$75,000, we will pay all other arbitrator's fees and costs imposed by the administrator of the arbitration.

If your Claim is a consumer-related claim for actual damages that exceeds \$75,000, or if it is a non-monetary consumer-related Claim, or if it is not a consumer-related Claim, you shall be responsible for paying the administrative costs and arbitrator's fees as provided in the applicable Arbitration Rules. Except as otherwise provided in this Agreement or in the applicable Arbitration Rules, the final award by the arbitrator(s) may apportion the administrative fees, expenses and arbitrators' fees between you and us as part of the award, as the arbitrator(s) determines is appropriate. The fees and cost stated in this Agreement are subject to any amendments to the Arbitration Rules and fee and cost schedule of the AAA. The fee and cost schedule in effect at the time you submit your Claim shall apply. The Arbitration Rules permit you to request a deferral or reduction of the administrative fees of arbitration if paying them would cause you extreme hardship.

Each party also has the option of filing an action in small claims court or your state's equivalent court, for any Claim or disputes within the scope of the small claims court's jurisdiction. But if a Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration of the Claim.

The arbitration of any Claim of \$150,000 or greater shall be conducted by a panel of three arbitrators, unless you and we agree otherwise. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA's panel of arbitrators by mutual agreement between you and us. If we cannot agree on the arbitrator(s), the procedure for appointing the arbitrator(s) shall be determined by the Arbitration Rule 11 shall apply, except that the AAA shall not unilaterally appoint the arbitrator(s), unless you and we so agree.

Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of similarly situated persons, or brought as private attorney general or on another similar representative basis. For

any Claim subject to arbitration, you may not participate in a class action in court or in a class-wide arbitration, either as a plaintiff or claimant, class representative or class member.

All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. Any in-person arbitration hearing will be held at a location that is reasonably convenient to both you and us, or at a location in the state of residence of the address on file with Comdata, with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, that determination shall be made by the arbitrator(s).

Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the enforceability, scope, reach or validity of the agreement to arbitrate disputes or of this entire Agreement, shall be decided by the arbitrator(s).

The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information and materials between the parties prior to such arbitration. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award each such relief as a court of competent jurisdiction could properly award under applicable law (and which shall be governed by the constitutional standards employed by the courts). The arbitrator(s) shall have the authority to award attorneys' fees, costs and expenses, in whole or in part, in instances where such is authorized by applicable law.

The award shall be reasoned awards and the arbitrator's findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the Claim. Judgment on the arbitration award may be entered in any court having jurisdiction.

In the event that the arbitration results in an award which imposes an injunction on you or on us or contains a monetary award in excess of \$250,000 the award shall be reviewable on appeal initiated within 30 days of the award, and shall not be considered final until the appeal is resolved. If you or we appeal the award, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Card account within 10 Business Days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Card account.

For errors involving new accounts, point-of-sale, or foreign-initiated Cardholder Transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at 1.800.741.2777 or visit www.cardholder.comdata.com.

You agree to cooperate with us in our investigation of any possible unauthorized use of your Card and our attempts to recover the amount of such unauthorized transactions, or the prosecution of, any unauthorized users of your Card. If you authorize another person to use your Card, then you agree to be liable for all Cardholder Transactions arising from the use of the Card by that person, to the fullest extent permitted by law.

16. Liability. If we do not complete a transfer to or from your account on time under the Agreement, you shall be responsible for paying the administrative costs and arbitrator's fees as provided in the applicable Arbitration Rules. Except as otherwise provided in this Agreement or in the applicable Arbitration Rules, the final award by the arbitrator(s) may apportion the administrative fees, expenses and arbitrators' fees between you and us as part of the award, as the arbitrator(s) determines is appropriate. The fees and cost stated in this Agreement are subject to any amendments to the Arbitration Rules and fee and cost schedule of the AAA. The fee and cost schedule in effect at the time you submit your Claim shall apply. The Arbitration Rules permit you to request a deferral or reduction of the administrative fees of arbitration if paying them would cause you extreme hardship.

Each party also has the option of filing an action in small claims court or your state's equivalent court, for any Claim or disputes within the scope of the small claims court's jurisdiction. But if a Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration of the Claim.

The arbitration of any Claim of \$150,000 or greater shall be conducted by a panel of three arbitrators, unless you and we agree otherwise. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA's panel of arbitrators by mutual agreement between you and us. If we cannot agree on the arbitrator(s), the procedure for appointing the arbitrator(s) shall be determined by the Arbitration Rule 11 shall apply, except that the AAA shall not unilaterally appoint the arbitrator(s), unless you and we so agree.

Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of similarly situated persons, or brought as private attorney general or on another similar representative basis. For

this agreement to arbitrate and the Federal Arbitration Act. They further shall administer and conduct the arbitration under the applicable AAA Arbitration Rules, to the extent such rules may be practically applied to an arbitration not administered by the AAA.

If any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced and the validity of the agreement to arbitrate disputes or of this Agreement shall not be affected. If you and we seek to bring a joined, consolidated, or class action for arbitration, and if the foregoing prohibition against the arbitration of joined, consolidated or class action is finally held by an authority of competent jurisdiction to be invalid or unenforceable, the arbitration agreement between you and us shall then be deemed inapplicable to such joined, consolidated or class action, to the effect that any permitted and lawful joined, consolidated or class action may be brought and the arbitration agreement between you and us shall not be resolved through arbitration (provided further, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law). This agreement to arbitrate disputes and waiver of jury trial shall survive your death, the closing of your account and the termination of any of your business or transaction(s) with us, any bankruptcy to the extent consistent with applicable bankruptcy law and shall also survive as to any Claim covered within the scope of this Agreement.

Whether any controversy is arbitrated or settled by a court, you and we voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law.

OnRoad Card Privacy Policy

Non-Public Personal Information We Collect

To help the government fight the funding of terrorism and money laundering activities, federal law requires us 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, or the Company that provided you a Card, which may be your employer, for your name, address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We collect non-public personal information about you from the following sources:

- Information we receive from you on applications or other forms and on our website;
- Information we receive from your employer or the Company that you work for and from your credit reports;
- Information about your transactions with us, our affiliates, or others;
- Information we receive from a consumer reporting agency.

Non-Public Information We Disclose

We do not disclose any non-public information about our cardholders or former cardholders to anyone, except as permitted by law. As a reminder, your employer or the Company that provided the Card to you provides administrative services in connection with your Card. Therefore, as permitted by law, your employer or the Company that provided the Card to you does have access to your information about your Card and Card Transactions.

Confidentiality and Security of Non-Public Personal Information We restrict access to non-public personal information about you to those employees who need to know that information to provide products and services to you. To protect your non-public personal information from unauthorized access and use, we maintain physical, electronic, and procedural safeguards that comply with federal laws.

Maintaining Accurate Information

We have a process in place that helps us to maintain the accuracy of the personally identifiable information that we collect. Please visit our website at www.cardholder.comdata.com to review and correct information about yourself, such as a change in your name, address or e-mail address. If you believe our information is inaccurate or incomplete, you also may contact us at 1.800.741.2777 or at: Comdata Customer Service, 5301 Maryland Way, Brentwood, TN 37027

Changes to this Policy

We may add to, delete from, or otherwise change the terms of this Privacy Policy from time to time by posting a notice of the change (or an amended Privacy Policy) at our website www.cardholder.comdata.com or as otherwise indicated in your OnRoad Cardholder Agreement.

If required by law, we will send you a notice of the change. Your continued use of any services following our notification will constitute evidence of your agreement to the revised Privacy Policy.



The Comdata Mastercard® is issued by Regions Bank, pursuant to a license by Mastercard Incorporated. Mastercard is a registered trademark of Mastercard Incorporated. Comdata is a registered trademark of Comdata, Inc.

