

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** September 23, 2024

TOPIC/TITLE: Transition Credit Card Vendor

PRESENTER: Shane Smith

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
 - ACTION REQUESTED AT THIS MEETING
 - ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
 - ACTION REQUESTED AT FUTURE MEETING: (DATE)
 - BOARD REVIEW REQUIRED BY
-
- STATE OR FEDERAL LAW OR REGULATION
 - BOARD OF EDUCATION POLICY
 - OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
 - PREVIOUS REVIEW OR ACTION
-
- DATE:
 - ACTION:

BACKGROUND INFORMATION:

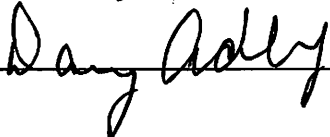
I would like to transition to a new credit card vendor. The customer service we get from our current vendor is poor. Pinnacle is a large regional bank that will offer the same financial rebates and fraud protections as our current vendor but should offer better customer service. I have attached all of the documentation Pinnacle provided. If approved I shall complete and submit the application and begin transitioning.

SUMMARY OF MAJOR ELEMENTS:

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended



Distinctive Service. Effective Advice.

It's not an advertising thing. It's not a tagline. It's our promise to you. The internal compass we use to guide our firm. See for yourself why Pinnacle clients consistently rate us as "recognizably better" than our competitors.



Experienced Professionals.

We place a priority on recruiting and retaining proven talent. Our financial advisors average more than 20 years of experience. This ensures we are not turning you over to trainees.



We answer the phone.

So simple. So distinctive. You won't get the never-ending "press 1 now" options from an automated system when you call our offices during our extended hours.



Local decision making.

Your financial advisor is empowered to make decisions, which means no bureaucracy, hassles or long waits.



No retraining your banker.

Pinnacle's annual retention rate is better than 93 percent. Our associates stay with us and with you.



Accurate and proactive.

We can't promise we'll never make a mistake. We do promise to be vigilant about finding, reporting and fixing problems.



Relationship-based pricing.

At Pinnacle, we are focused on providing value — not on charging nuisance fees. Pricing is based on the breadth of the relationship with Pinnacle.



Extraordinary convenience.

We offer a state-of-the-art online banking system and the ability to make deposits from your phone or office. On many accounts we offer free use of virtually any ATM in the U.S. These are just a few ways we can make your life easier.

Firm Overview

About PNFP

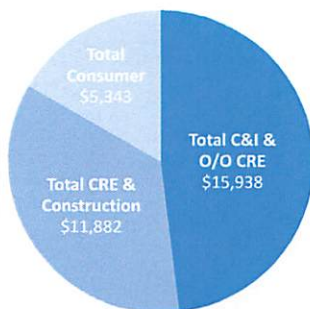
Stock Symbol:	Nasdaq/NGS: PNFP
Headquarters:	150 3rd Ave. South, Suite 900 Nashville, TN 37201 (800) 264-3613
Office Locations:	Pinnacle operates in 17 primarily urban markets and their surrounding communities
Financial Partners:	Pinnacle Bank, Pinnacle Asset Management (investment services), PNFP Capital Markets, Miller Loughry Beach Insurance Services and HPB Insurance Group
Associates:	3,429
Website:	www.pnfp.com

Greenwich Data

Winner of 30 Greenwich Excellence Awards in 2024, in small business and middle market banking:

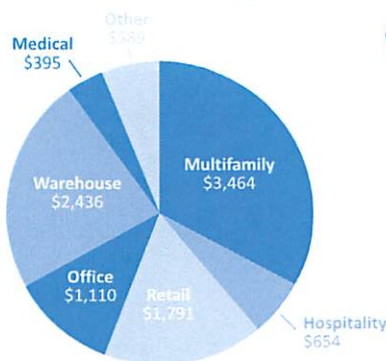
- Overall Satisfaction (National)
- Likelihood to Recommend (National)
- Data and Analytics Driven Insights (National)
- Cash Management - Customer Service (National)
- Cash Management – Overall Satisfaction
- Relationship Manager Proactively Provides Advice (South Region)
- Cash Management – Overall Satisfaction

Loan Diversification



Total Loans:
\$33,163

CRE Diversification by Product Type



Total:
\$10,439

As of March 31, 2024 (\$ in millions)

Financial Results as of March 31, 2024

Total Assets: Approximately \$48.9 billion

First Quarter Operating Results:

- Total Revenues: \$428.1 MM
- Net Income: \$124 MM
- Fully Diluted Earnings per Share: \$1.57
- Net Charge-Offs: 0.20%

Capital Ratios as of March 31, 2024

Tier 1 Capital:	10.9%
Total Risk Based Capital:	12.9%
Leverage Ratio:	9.5%
Tang. Common/Tang. Assets:	8.5%

All ratios are in excess of "well capitalized status."

IDC Financial Rating

Pinnacle's IDC rating from IDC Financial Publishing is **286**, which is "Superior." By its definition, "Banks rated Superior are simply the best by all measures." In addition to favorable capital ratios, these banks have quality management in place, a strong balance sheet and outstanding income performance.



Pinnacle Offers the Best Bank Service in the Southeast for Small Business and Middle Market Companies

Pinnacle is recognized as a national leader in service and brand distinction by Coalition Greenwich, a financial consulting and research firm. The firm honored Pinnacle with 30 Greenwich Excellence and Greenwich Best Brand Awards, more than any other bank in the Southeast and the second highest total in the nation. For a full list of awards, visit PNFP.com/Greenwich.

Greenwich Excellence Awards

Pinnacle earned 24 Greenwich Excellence Awards, including nine for middle market banking and 15 for small business. These awards recognize our superior performance in categories like Overall Satisfaction, Likelihood to Recommend, Data and Analytics Driven Insights and Relationship Manager Proactively Provides Advice.

Of 500 banks evaluated, just 23 have the distinctive service quality required to earn Greenwich Excellence Awards for middle market service and 39 for small business. This is Pinnacle's 14th year to earn them.

Greenwich Best Brand Awards

Pinnacle's six Greenwich Best Brand Awards come in categories highly correlated with loyalty and satisfaction. We earned three each for both small business and middle market banking.

- Best Brand – Ease of Doing Business
- Best Brand – Trust
- Best Brand – Values Long-term Relationships

Coalition Greenwich Research

In their surveys, Coalition Greenwich found that Pinnacle leads nearly every category in key drivers of satisfaction across the Southeast,* including:

- 76% Overall Satisfaction – Leading the Southeast
- 86% Ease of Doing Business – Leading the Southeast
- 91% Bank You Can Trust – Leading the Southeast
- 87% Values Long-term Relationships – Leading the Southeast
- 86% Overall Digital Experience – Leading the Southeast
- Relationship managers and cash management – Leading the Southeast in all sub-categories
- 80% Net Promoter Score – Leading the Southeast

About Coalition Greenwich

Coalition Greenwich is recognized worldwide as the foremost provider of market research for banks and financial services firms. It evaluates hundreds of banks and interviews more than 27,000 small and mid-sized business executives across the country each year. The research provides qualitative and quantitative analysis of topics such as market penetration, new business development, relationship management, credit policy, top management involvement and customer loyalty.

*Source: Coalition Greenwich Voice of Client 2023 Market Tracking Program, \$1-500MM in the Pinnacle Footprint

Purchasing Card Solution proposed for Woodford County Schools



Thank you for the opportunity to offer Pinnacle Financial Partner's Purchasing Card solution to **Woodford County Schools**. Pinnacle's MasterCard Purchasing Card is an all inclusive solution for Travel & Entertainment, Accounts Payables, e-Payables and Fleet Card purposes.

Pinnacle's Purchasing Card can provide **Woodford County** with the flexibility needed to manage its cash flow effectively.

BENEFITS OF A CORPORATE PURCHASING CARD PROGRAM

- Real-time management controls and visibility of cards
- Ability to change card status (activate or block) in real-time
- Option to set spending controls and limits by cardholder
- Text and email alerts for cardholders and program administrators
- Direct integration with 3rd party expense reporting providers such as Concur, Certify, Nexonia, etc. using the MasterCard CDF3 standard file format.
- Expense Reporting
- Integrated expense reporting tool
- Ghost Cards – like standard plastic cards, but no plastic is issued. Used primarily for vendor payments done online or over the phone
- Virtual Cards – single use non-plastic cards that can be issued as needed through the on-line portal
- Automated Card Payables through virtual cards available for clients who desire to automate payments to their vendors
- Detailed transaction reporting available through the administrative portal

WHAT MAKES PINNACLE'S CORPORATE PURCHASING CARD PROGRAM STAND OUT

- Choice of funds settlement dates: 5, 10, 15, 20, or 25 days after the monthly cycle closes
- Monthly rebate paid on the 15th of the following month via direct deposit
- No annual card fees
- No monthly card access or maintenance fees
- Distinctive service that is recognizably better than competitors



Volume Rebate Schedule:

Pinnacle offers a rebate paid monthly that is calculated on **Woodford County's** annual net spending volume. Monthly rebate is paid on the 15th of the month to the Pinnacle checking account based on the net spend for the preceding month. The rebate percentage increases as your annual spend run-rate increases according to the following tiers.

Rebate % Annual Spend run rate*

- 1.00% - \$1.00 - \$999,999.99
- 1.40% - \$1,000,000 - \$4,999,999.99
- 1.50% - \$5,000,000 - \$9,999,999.99
- 1.60% - \$10,000,000+

*Transactions qualifying for “Large Ticket Interchange” through MasterCard will earn a rebate equal to 0.50% of the transaction, regardless of the Cumulative Annual Spend, and will be deducted from the Annual Spend calculation used in the rebate schedule tiers above. Large Ticket Interchange transactions are single transactions for \$7,255.00 or more, and are processed by merchants who have passed certification. The authorization request for the large transaction must also include Level 3 data. Should MasterCard change or broaden the classification for transactions that qualify for “Large Ticket Interchange,” Pinnacle reserves the right to use the more current definition for purposes of calculating **Woodford County School's** rebate.

MasterCard Easy Savings:

Mastercard Easy Savings is an automatic rebate program that enables participating Merchants to provide rebates to eligible Mastercard business cardholders. More information available through the link below

[Priceless | Easy Savings](#)

Fees:

Fees	
Annual Fee	None
Transaction Fees	
• Cash Advance	Either \$10 or 4% of the amount of each cash advance, whichever is greater.
• Foreign Transaction	1.5% of each transaction in U.S. dollars

*Cash advance is not enabled for the Corporate Purchasing Card program

Pinnacle Bank Corporate Purchasing Card Application



BUSINESS INFORMATION

Legal Business Name	Business Name to Appear on Card <i>(if different from Legal Name - Max 21 characters)</i>		
Pinnacle Financial Advisor Name	Pinnacle Treasury Management Advisor Name		
Legal Structure: <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit <input type="checkbox"/> Other _____	Year Established (YYYY)	Tax ID Number	
Street Address <i>(physical address other than P.O. Box)</i>	City	State	Zip Code
Mailing Address <i>(if different from street address)</i>	City	State	Zip Code
Business Gross Annual Income	Business Phone with Area Code		Primary Bank
Main Contact	Phone with Area Code		Email Address ¹
Accounts Payable Contact	Phone with Area Code		Email Address ¹
Anticipated Monthly Spend	Requested Credit Line		Pinnacle Checking Account for Monthly Payment <i>(payment will be automatically debited on the 5th of each month)</i>
Settlement Instructions			

AUTHORIZING OFFICER/GUARANTOR INFORMATION

First Name	M.I.	Last Name	Suffix
Please select one: <input type="checkbox"/> Authorizing Officer <input type="checkbox"/> Guarantor			
Title (if applicable): <input type="checkbox"/> Owner <input type="checkbox"/> Partner <input type="checkbox"/> President <input type="checkbox"/> Vice President <input type="checkbox"/> Treasurer/Secretary <input type="checkbox"/> Other _____			
Date of Birth (MM/DD/YYYY)	Social Security Number	Phone with Area Code	Email Address ¹
Home Address		City	State Zip Code
If you are a guarantor on this account, please provide the following information:			
Ownership %	Current Owner Since	Annual Individual Income ²	

SECOND AUTHORIZING OFFICER/GUARANTOR INFORMATION

First Name	M.I.	Last Name	Suffix
Please select one: <input type="checkbox"/> Authorizing Officer <input type="checkbox"/> Guarantor			
Title (if applicable): <input type="checkbox"/> Owner <input type="checkbox"/> Partner <input type="checkbox"/> President <input type="checkbox"/> Vice President <input type="checkbox"/> Treasurer/Secretary <input type="checkbox"/> Other _____			
Date of Birth (MM/DD/YYYY)	Social Security Number	Phone with Area Code	Email Address ¹
Home Address		City	State Zip Code
If you are a guarantor on this account, please provide the following information:			
Ownership %	Current Owner Since	Annual Individual Income ²	

¹ We may email you about your account or other services.

² You may include income from any source. Alimony or child support need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

All non-exempt business clients must complete the following section before an account can be established. Please provide information concerning your Beneficial Owners, Controlling Person and Certifying Person below:

BENEFICIAL OWNERSHIP CERTIFICATION

- Does your organization qualify as one of the following: Sole Proprietorship, Financial Institution, Bank Holding Company, Insurance Company or Governmental Agency?
 Yes - You may skip the remainder of this page No - Please continue to question 2 below
- Does your organization qualify as a Non-Profit?
 Yes - Please complete section C, "Personal Information for controlling Person" below No - Please continue to question 3 below
- Was your organization formed by a filing through a Secretary of State office or other similar entity?
 Yes - Please complete section C, "Personal Information for controlling Person" below No - You may skip the remainder of this page

A) PERSONAL INFORMATION OF NATURAL PERSON APPLYING FOR THIS ACCOUNT

First Name	M.I.	Last Name	Suffix
Title (if applicable): <input type="checkbox"/> Owner <input type="checkbox"/> Partner <input type="checkbox"/> President <input type="checkbox"/> Vice President <input type="checkbox"/> Treasurer/Secretary <input type="checkbox"/> Other		Date of Birth (MM/DD/YYYY)	Social Security Number

B) PERSONAL INFORMATION FOR BENEFICIAL OWNER 1

First Name	M.I.	Last Name	Suffix
Ownership %	Date of Birth (MM/DD/YYYY)	Social Security Number	Driver's License Information St. # Exp.
Please attach a copy of your current, valid driver's license.			
Home Address	City	State	Zip Code

B) PERSONAL INFORMATION FOR BENEFICIAL OWNER 2 (if applicable)

First Name	M.I.	Last Name	Suffix
Ownership %	Date of Birth (MM/DD/YYYY)	Social Security Number	Driver's License Information St. # Exp.
Please attach a copy of your current, valid driver's license.			
Home Address	City	State	Zip Code

B) PERSONAL INFORMATION FOR BENEFICIAL OWNER 3 (if applicable)

First Name	M.I.	Last Name	Suffix
Ownership %	Date of Birth (MM/DD/YYYY)	Social Security Number	Driver's License Information St. # Exp.
Please attach a copy of your current, valid driver's license.			
Home Address	City	State	Zip Code

C) PERSONAL INFORMATION FOR CONTROLLING PERSON

Please provide the following information for one individual (a natural person) with significant responsibility to control, manage or direct the legal entity client. This could include an executive officer or senior manager (CEO, CFO, COO, Managing Member, General Partner, President, Vice President, Treasurer or any other individual who regularly performs similar functions.)

First Name	M.I.	Last Name	Suffix
Ownership %	Date of Birth (MM/DD/YYYY)	Social Security Number	Driver's License Information St. # Exp.
Please attach a copy of your current, valid driver's license.			
Home Address	City	State	Zip Code

D) BENEFICIAL OWNERSHIP CERTIFICATION

By signing below, I hereby certify, to the best of my knowledge, that the information provided above is correct.

First Name	M.I.	Last Name	Suffix
Signature	Phone Number	Date	

VOLUME REBATE SCHEDULE

Pinnacle offers a monthly rebate that is calculated on your net monthly spend volume. The rebate is paid on the 15th of each month to your Pinnacle checking account based on your net spend for the preceding month. The rebate percentage increases as your cumulative net annual spend increases according to the following tiers:

Cumulative Annual Spend (fill-a-tier)	*Rebate %
\$0-999,999.99	0.50%
\$1,000,000 to 2,999,999.99	0.75%
\$3,000,000 to 4,999,999.99	1.00%
\$5,000,000 and up	1.25%

*Transactions qualifying for "Large Ticket Interchange" will earn a rebate equal to 0.50% of the transaction, regardless of the Cumulative Annual Spend, and will be deducted from the Annual Spend calculation used in the standard rebate schedule above. Large Ticket Interchange transactions are single transactions for \$7,255.00 or more, and are processed by merchants who have passed certification. The authorization request for the transaction must also include Level 3 data. Should Mastercard change or broaden the classification for transactions that qualify for "Large Ticket Interchange," Pinnacle reserves the right to use the then current definition for purposes of calculating your rebate.

PROGRAM ADMINISTRATION AND WEB ACCESS INFORMATION 1

Program Administration/Web Portal User Access Information:

First and Last Name of Web User	Authority Limit*	Date of Birth (MM/DD/YYYY)	Social Security Number
Email		Phone Number	Work Zip Code

PROGRAM ADMINISTRATION AND WEB ACCESS INFORMATION 2 (if applicable)

Program Administration/Web Portal User Access Information:

First and Last Name of Web User	Authority Limit*	Date of Birth (MM/DD/YYYY)	Social Security Number
Email		Phone Number	Work Zip Code

PROGRAM ADMINISTRATION AND WEB ACCESS INFORMATION 3 (if applicable)

Program Administration/Web Portal User Access Information:

First and Last Name of Web User	Authority Limit*	Date of Birth (MM/DD/YYYY)	Social Security Number
Email		Phone Number	Work Zip Code

PROGRAM ADMINISTRATION AND WEB ACCESS INFORMATION 4 (if applicable)

Program Administration/Web Portal User Access Information:

First and Last Name of Web User	Authority Limit*	Date of Birth (MM/DD/YYYY)	Social Security Number
Email		Phone Number	Work Zip Code

* Authority Limit - The amount an Admin or user can authorize up to (adding card accounts or changing card limits)

Equal Credit Opportunity Act Notice

If your application for business credit is denied, you have the right to a written statement of the specific reason for the denial. To obtain the statement please contact: Pinnacle Bank, 150 Third Ave South, Suite 900, Nashville TN 37201 - (615) 744-3700, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

**Bureau of Consumer Financial Protection
1700 G Street NW.
Washington, DC 20552**

IMPORTANT NOTICE: By submitting this application, if your application is approved, you consent to receive your paper privacy practices after your application is approved and an account is opened on your behalf. If you would like to review the Pinnacle privacy practices, you may do so at www.pnfp.com.

By signing below as an authorized signer and/or guarantor, you: a) certify that the information provided in this application is true, correct and accurate; b) request the maximum credit limit from Pinnacle Bank (the "Bank"), for which you qualify; c) agree to comply with the Terms and Conditions provided with this application and the Business Cardmember Agreement that will be furnished if your application is approved; and d) agree that the Bank may contact any source necessary to verify your credit worthiness. By signing below as a guarantor, you affirm your intent to Apply Jointly, you hereby absolutely and unconditionally guarantee, agree to be personally liable for, and promise to pay to the Bank all debts and other obligations under the Corporate Purchasing Card Account as well as to comply with the Business Cardmember Agreement, as amended from time to time.

SIGNATURES REQUIRED TO PROCESS YOUR APPLICATION:	
Signature of Authorized Officer:	Date
Signature of Authorized Officer:	Date
Signature of Guarantor:	Date
Signature of Guarantor:	Date

PINNACLE APPROVAL			
Pinnacle Approval Signature:	Date		
Approved Credit Line:			
Special Instructions:			
Outsource ID 4500	Financial Advisor:	Office Code:	Treasury Management Advisor:

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	21.00% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	23.99%
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.

Fees

Annual Fee	0%
Transaction Fees <ul style="list-style-type: none"> Cash Advance Foreign Transaction 	Either \$10 or 4% of the amount of each cash advance, which ever is greater. 1.5% of each transaction in U.S. dollars.
Penalty Fees <ul style="list-style-type: none"> Late Payment Returned Payment Over-the-credit limit 	\$25, if your New Balance is less than \$500 and you do not pay this New Balance in full by its due date; or \$35, if your New Balance is \$500 or more and you do not pay this New Balance in full by its due date. \$35 \$35

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

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 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.

Terms and Conditions: You are applying for a credit card account provided by Pinnacle Bank, Nashville, TN ("we," "us," and "our"). The words "you" and "your" mean each entity and person, individually and together, applying for the Business Card Account as the Company, a co-applicant for the Business Card Account with the Company, or a personal guarantor of the Business Card Account, that agrees to be liable for the Business Card Account and comply with the Business Cardmember Agreement, as amended from time to time. The Minimum Payment you must pay by the due date after each Billing Cycle will be the entire New Balance of your Account. By applying, you certify and agree that:

- You are, if applying as an individual, at least 18 years old (or at least 19, if a Nebraska or Alabama resident);
- You and your duly appointed Authorized Company Representative received, read, and agree to all terms and conditions provided with this application;
- All information and documents provided with your application is true, correct, and complete and we may rely on it;
- You are asking us to issue credit cards for account access to your Authorized Company Representative and each Authorized User designated by any of you or an Authorized Company Representative;
- You agree to be responsible, individually and together, for Account use by any of you and any Authorized User;
- You and your Authorized Company Representative will read the Business Cardmember Agreement and its Account Opening Disclosures carefully before you use or allow anyone else to use any Corporate Card Account we may provide;
- We are allowed to verify your employment, income, address, liabilities, assets, and all other information about you with financial institutions, credit reporting agencies, employers, government agencies, and other third parties; and
- We are authorized to use and disclose information about you, this application and any Corporate Card Account we provide for our everyday business purposes, to the extent permitted by applicable law, including information we share about you and the Corporate Card Account with credit reporting agencies, with our service providers, and with other financial institutions and merchants to maintain and provide your Corporate Card Account.

You agree that we may obtain credit reports about you to review this application, and, if we open a credit card account for you, that we may obtain credit reports about you in the future to review, update, renew, collect, and service your credit card account and for other purposes permitted by law. We will, if you request, tell you whether we obtained a credit report about you and tell you the name and address of any credit reporting agency that provided the report.

If we open a credit card account for you, you understand and agree that you will be subject to all terms and conditions described in our Business Cardmember Agreement, as amended from time to time, including but not limited to its terms related to account payments, rates and fees, change in terms, and arbitration. You understand and agree that this Business Cardmember Agreement becomes effective the first time any of you or any Authorized User activates a Card or uses the Account in any way. You understand and agree that we may change the Business Cardmember Agreement and the rates, fees, and terms of your Corporate Card Account as allowed by law and the Business Cardmember Agreement, after we give any notice and wait any time period that the law may require.

Consent for Communications: By applying and providing your telephone number(s) and email address(es), you expressly authorize us and our agents and service providers to use any available written, electronic, or verbal means of contacting you for any purpose related to the servicing and collection of your accounts with us, for surveys and research, and for any other informational purpose related to your accounts with us (each, a "Communication"). You agree this authorization for Communications includes, but is not limited to, our use of manual calling methods, prerecorded or artificial voice messages, text messages, e-mail messages, and/or automatic telephone dialing systems. You agree that we and our agents and service providers may contact you for these Communications using any e-mail address or telephone number you provide, including a number for a cellular telephone or other wireless device, regardless of any charges you may incur as a result. We will not charge you for making a Communication, but your service provider may. You agree that we and our agents and service providers may monitor and record telephone calls about your credit card account to assure service quality or for other legitimate business reasons. You understand and agree that we and our agents and service providers may always communicate with you in any manner permitted by law that does not require your prior consent.

Notice of Negative Information Furnishing: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Notice to California Residents: An applicant, if married, may apply for a separate account. After credit approval, the primary applicant and any co-applicant shall each have the right to use the account to the extent of any established credit limit and each may be liable for all credit extended under the account.

Notice to Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Notice to New York Residents: You may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods.

NY State Dept of Financial Services: 1-800-342-3736 <http://www.dfs.ny.gov/consumer/creditdebt.htm>.

Notice to Married Wisconsin Residents: Wisconsin law provides that no agreement, unilateral statement or court decree relative to marital property shall adversely affect a creditor's interest, unless prior to the time credit is granted the creditor is furnished a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision. If any or both of you are married Wisconsin residents, each of you agree to provide us with your spouse's name and address at the following address within five (5) days of your application, so we can provide your spouse(s) with any notice required by Wisconsin law: Apex Cardmember Services, P.O. Box 332509, Murfreesboro, TN 37133.