

F03-X805-3
The Florida Capital Bank Prepaid Virtual Card
Terms & Conditions

These Terms and Conditions (the "Terms") outlines the terms and conditions under which the Florida Capital Bank Prepaid Virtual Card has been issued to you by Florida Capital Bank, N.A. (the "Bank" or "Issuer"). The Issuer is an FDIC insured member institution.

Please read these Terms carefully to ensure that you understand each provision. These Terms apply to you and your designated Cardholders. By submitting an application for a Virtual Card Account, using your Virtual Card, or by otherwise accessing or using the services described herein, you signify that you and your designated Cardholders have read, understood, and agree to be bound by these Terms. These Terms only govern your use of the Virtual Card, and no other Servicer or Issuer cards or programs. We are not a party to any separate agreements you may have with the Servicer and have no rights or obligations under such agreements.

The Account Owner is responsible for informing each Cardholder of the terms and conditions in these Terms. Each Cardholder must accept and agree to be bound by these Terms in order to receive and use the Virtual Card. You acknowledge and agree that the value available in the Virtual Card Account is limited to the funds that you have loaded into the Virtual Card Account or have been loaded into the Virtual Card Account on your behalf. The expiration date of the Virtual Card is identified on the front of your Virtual Card. The Virtual Card is a prepaid Virtual Card. The Virtual Card is not a gift, credit, debit or charge Virtual Card, and does not constitute a checking, savings or other demand deposit or consumer asset account. The Virtual Card is not for resale. You will not receive any interest on your funds in the Virtual Card Account. The Virtual Card will remain the property of the Issuer and must be surrendered upon demand. The Virtual Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Virtual Card is not designed for personal, family, or household use, and we may close your Virtual Card if we determine that it is being used for personal, family, or household purposes. We may refuse to process any transaction that we believe may violate the terms of these Terms. The Virtual Card is only offered to individuals over the age of 18 that can lawfully enter into and form contracts under applicable law, and by using the Virtual Card you represent and warrant to us that you are such an individual.

To the extent permitted by applicable law, these Terms contain a mandatory individual arbitration and class action/trial jury trial waiver provision that requires the use of arbitration on an individual basis, rather than jury trials or class actions.

Definitions. In these Terms, the following terms shall have the respective meanings below:

"Account Owner," "you" and "your" mean the Organization that has qualified for and established a Virtual Card Account pursuant to these Terms.

"Virtual Card" means the Florida Capital Bank Prepaid Virtual Card issued under your Virtual Card Account by Florida Capital Bank, N.A. to distribute to the Cardholders solely for business use.

"Virtual Card Account" means the records we maintain to account for the value of transactions that occur in connection with the Virtual Card.

"Cardholder" means any designated person you authorize to use the Virtual Card connected to your Virtual Card Account, who you agree is authorized to undertake transactions on your behalf and who is also subject to all of the obligations set out in these Terms.

"Organization" means a public or private corporation, company, partnership or other legal association.

"Servicer" means Transcard Payments, LLC and affiliates (hereinafter "Transcard"), which provides the customer service for the Virtual Card. "We," "us," and "our" mean the Issuer, our successors, affiliates or assignees.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to "**days**" found in these Terms are calendar days unless indicated otherwise.

Consent to Use Electronic Signatures and Communications.

Your Consent. To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under these Terms and in connection with your relationship with us (collectively, "**Communications**") that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to these Terms electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you satisfy the minimum hardware and software requirements specified below; and (3) your consent will remain in effect until you withdraw your consent as specified below.

Your Right to Withdraw Your Consent. Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by contacting us at:

Transcard
Attn: Transcard
1010 Market Street
Chattanooga, TN 37402

If you withdraw your consent to receive Communications electronically, we reserve the right to close your Virtual Card Accounts if you are the primary Cardholder and return your remaining Virtual Card Account balance as set forth in these Terms (in which case you will no longer be able to use the Cards under your Virtual Card Account, except as expressly provided in these Terms) or charge you a fee for paper copies of Communications. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that your withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

Using Your Virtual Card/Features. You may use your Virtual Card to purchase or lease goods or services everywhere Debit MasterCard or Visa cards are accepted as long as you do not exceed the value available on your Virtual Card Account.

Authorizing Charges. A charge will be regarded as authorized by you where you authorize the charge at the point of sale by following the instructions provided by the merchant or retailer to authorize the charge, which may include: (a) entering your PIN or providing any other security code; (b) signing a sales voucher; (c) providing the Virtual Card details and/or providing any other details as requested; (d) waving/swiping the Virtual Card over a Virtual Card reader or inserting your Virtual Card into a Virtual Card reading device for the purpose of making a payment; or (e) linking the Virtual Card to a mobile payment or digital wallet service. We will pay the funds required by the retailer or merchant to cover the charges authorized by you within three (3) days of our receipt of their request.

Split Transactions. Some merchants do not allow cardholders to conduct split transactions where you would use the Virtual Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Virtual Card to the Virtual Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Virtual Card, your Virtual Card is likely to be declined.

Stopping Payment. Authorization for a charge may not be withdrawn (or revoked) by you after the time it is received; however, any charge which is agreed to take place on a date later than the date it was authorized may be withdrawn as long as notice of withdrawal was provided no later than the business day before it is due to take place. If we do revoke a charge on your behalf we may charge you a revocation fee.

Pre-Authorized Transfers. If the Virtual Card Account enables preauthorized payments and you have notified us in advance to make regular electronic fund transfers out of your Virtual Card Account, you may order us to cancel or stop any of these transfers by notifying us orally or in writing at least three (3) days before the electronic fund transfer is scheduled to be made. If you notify us orally, we may, in our sole discretion, require you to put your request in writing within fourteen (14) days of providing us with such oral notice. If you fail to provide us with your request in writing within the appropriate time period, the oral order to stop an electronic fund transfer ceases to be binding. We will be liable for your losses or damages in the event we fail to comply with your binding order to stop an electronic fund transfer.

In the event the Virtual Card Account enables preauthorized payments and you have enabled this feature by notifying us, if the electronic transfer payments vary in amount, we will tell you, ten (10) days before each electronic transfer, when it will be made and how much it will be. You may choose instead to get this notice only when the electronic transfer would differ by more than a certain amount from the previous electronic transfer, or when the amount would fall outside certain limits that you set.

Negative Balance. You acknowledge and agree that the value available in your Virtual Card Account is limited to the funds that have been loaded to your Virtual Card Account by you or on your behalf. Each time you use your Virtual Card, you authorize us to reduce the value available in your Virtual Card Account by the amount of the transaction and any applicable fees. You may not initiate transactions exceeding the available balance in your Virtual Card Account. Nevertheless, if any fees, transaction fees from merchants or other activity cause your Virtual Card Account to have a negative balance, you agree to pay us promptly for the full amount of the negative balance. We may deduct the negative balance owing from any current or future funds loaded to your Virtual Card Account or any other account you activate or maintain with us. If your Virtual Card Account has a zero or negative balance, we may, at our option, cancel your Virtual Card Account without notice.

Foreign Currency. Your Virtual Card can be used only for purchases made in U.S. Dollars. Transactions in foreign currencies are not authorized.

Cash Access. NONE

Virtual Card Expiration. Your Virtual Card will expire no sooner than the date printed on the front of it. The funds on the Virtual Card do not expire. You will not be able to use your Virtual Card after the expiration date; however, a replacement Virtual Card will be sent to you at your request. If there are any funds remaining on the Virtual Card after expiration, you may choose to transfer the funds to another Virtual Card. If you have questions regarding the funds remaining on your Virtual Card, write us at the address in the Contact Information section above.

Your Responsibilities.

You Must Keep Your Contact Information Current With Us. In order to ensure that we are able to provide Communications to you electronically, you must notify us of any change in your email address and your mobile device number or other text message address by updating your profile on www.paynuver.com. We will not be liable to you if your contact details have changed and you have not informed us. Copies of Communications. You should print and save and/or electronically store a copy of all Communications that we send to you electronically.

Hardware and Software Requirements. In order to access and retain Communications provided to you electronically, you must have: (a) a valid email address; (b) a computer or other mobile device (such as tablet or smart phone) that operates on a platform like Windows or a Mac environment; (c) a connection to the Internet; (d) a Current Version of Internet Explorer 9 (or higher), Mozilla Firefox 33.0, Safari 8, or Chrome 39; (e) a Current Version of a program that accurately reads and displays PDF files (f) a computer or device and an operating system capable of supporting all of the above; and (g) a printer to print out and save Communications in paper form or electronic storage to retain Communications in an electronic form. "**Current Version**" means a version of the software that is currently being supported by its publisher.

Lost or Stolen Cards. Contact us at once if you believe your Virtual Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Virtual Card has been lost or stolen, or that someone has transferred or may transfer money from your Virtual Card Account without your permission, call us at 1-800-416-6373. We will not assess any liability for unauthorized Virtual Card transactions on your Virtual Card Account if you notify us within two (2) business days and you exercise reasonable care in safeguarding your Virtual Card from loss, theft, or unauthorized use. This reduced liability does not apply if a PIN is used as the method of verification for a disputed transaction or you have reported two (2) or more incidents of unauthorized use in the immediately preceding twelve (12) month period. If you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Virtual Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Virtual Card and we can prove that we could have stopped someone from using your Virtual Card without your permission if you had promptly notified us, you could lose as much as \$500.00 or more.

Also, if you become aware of or www.paynuver.com shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled "Information About Your Right to Dispute Errors". If you do not notify us in writing within sixty (60) days after you become aware of the transaction and/or after the transaction history was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Virtual Card. If your Virtual Card has been lost or stolen, we will close your Virtual Card Account to prevent further losses.

Personal Identification Number. Your default PIN is (0+CVV2/CVC2). The CVV2/CVC2 is the three-digit number located on the front of your Virtual Card. You may create your own Personal Identification Number PIN for your Virtual Card Account by calling 1-800-416-6373 or by visiting www.paynuver.com. You should not write or keep your PIN with your Virtual Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled "Lost or Stolen Cards."

Liability for Virtual Card Account Owners. As the Account Owner, you will be responsible for the use of any and all Cards connected to your Virtual Card Account and for any and all applicable fees or charges that your Cardholders may incur. You agree to instruct your Cardholders that Cards may only be used in accordance with your policies and in accordance with these Terms. You agree to cause each Cardholder to comply with these Terms and you are liable to us for any breach of these Terms by any and all Cardholders. The use of Cards by your Cardholders will be regarded as confirmation to us that you have communicated these Terms to them and that they have accepted them.

Returns and Refunds. If you are entitled to a refund for any reason for goods or services obtained with your Virtual Card, you agree to accept credits to your Virtual Card for such refunds and agree to the refund policy of that merchant. Neither the Issuer nor Transcard is responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Virtual Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

Statements and Receipts.

Receipts. You should get a receipt at the time you make a transaction using your Virtual Card. You agree to retain, verify, and reconcile your transactions and receipts. Some merchants may not provide a receipt for small dollar purchases.

Virtual Card Account Balance/Periodic Statements. You are responsible for keeping track of your Virtual Card Account available balance. Merchants generally will not be able to determine your available balance. It is important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Virtual Card Account by calling 1-800-416-6373. This information, along with a sixty (60) day history of your Virtual Card Account transactions, is also available online at www.paynuver.com. You have the right to receive a written statement of your Virtual Card Account transaction history and may request a separate written statement of your Virtual Card Account transaction history at any time by calling us at 1-800-416-6373 or writing us at Transcard, Attn. Customer Service, 1010 Market Street, Chattanooga, TN 37402. This service will be provided through customer support and no fee will be charged.

Changes to Form of Communication. We reserve the right, in our sole discretion, to communicate with you in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify you of any such termination or change by updating these Terms or delivering notice of such termination or change electronically.

FDIC Insurance. The funds underlying your Virtual Card Account are FDIC insured up to the maximum limit provided we have been able to fully verify your identity.

Virtual Card Replacement. If you need to replace your Virtual Card for any reason, please contact us at 1-800-416-6373 to request a replacement Virtual Card. You will be required to provide personal information which may include your Virtual Card number, full name, transaction history, copies of accepted identification, etc. You may also order a replacement Virtual Card at www.paynuver.com.

Disclosure of Virtual Card Information to Third Parties. We may disclose information (including personally identifiable information) to third parties about you, the Virtual Card, your Virtual Card Account and the transactions related to the Virtual Card or Virtual Card Account: (i) where it is necessary or helpful for completing a transaction; (ii) in order to verify the existence and condition of the Virtual Card or Virtual Card Account for a third party (e.g., a merchant); (iii) in order to comply with any law or to comply with requirements of any government agency or court order; (iv) if you give us your written consent; (v) to service providers who administer the Virtual Card or the Virtual Card Account or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to prevent, investigate or report possible illegal activity; (vii) in order to issue authorizations for transactions on the Virtual Card; (viii) in accordance with our Privacy Policy; and (ix) as otherwise permitted by law. Please see our Privacy Policy for further details.

Our Liability for Failure to Complete Transactions. If we do not properly complete a transaction from your Virtual Card on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (i) If through no fault of ours, you do not have enough funds available on your Virtual Card to complete the transaction; (ii) If a merchant refuses to accept your Virtual Card; (iii) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction; (iv) If access to your Virtual Card has been blocked after you reported your Virtual Card lost or stolen; (v) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use; (vi) If we have reason to believe the requested transaction is unauthorized; (vii) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or (viii) Any other exception stated in our Agreement with you.

Virtual Card Account Suspended or Closed. We can close or suspend your Virtual Card Account at any time for any reason including if the activity on your Virtual Card Account appears suspicious. Unusual or

multiple purchases may prompt a merchant inquiry or Virtual Card suspension to allow us to investigate such unusual activity. We reserve the right, in our sole discretion, to limit your use of the Virtual Card. We may refuse to issue a Virtual Card or may revoke Virtual Card privileges with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Virtual Card. If we cancel your Virtual Card Account through no fault of yours, you may request a refund of any remaining balance and we will issue you a check equal to the balance of your funds in the Virtual Card Account (less incurred fees and charges) at no cost to you. We may charge a fee to issue a check for the remaining balance in all other circumstances. Checks will be mailed to you at the mailing address you have provided to us. Cancellation of your Virtual Card Account will not affect any of our rights or your obligations arising under this Agreement prior to cancellation.

Other Miscellaneous Terms.

Assignment. Your Virtual Card and your obligations under these Terms may not be assigned. We may transfer our rights under these Terms. Use of your Virtual Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of these Terms shall not be affected.

Changes to Terms. We may amend or change the terms and conditions of these Terms at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice.

Information About Your Right to Dispute Errors. In case of errors or questions about your Virtual Card Account, call 1-800-416-6373, email disputes@Transcard.com, or write to:

Transcard
Attn: Transcard
1010 Market Street
Chattanooga, TN 37402

We will allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Virtual Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling or writing us at the contact information listed above. You will need to tell us:

- (a) Your name and Virtual Card Account number;
- (b) Why you believe there is an error, and the dollar amount involved; and
- (c) Approximately when the error took place.

If you provide this information orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days of hearing from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Virtual Card Account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If you do not have federal payments (for example, Social Security benefits, tax refunds or other government payments) deposited to your Virtual Card Account, we may not credit your Virtual Card. If we ask you to put your question or complaint in writing and you do not provide it within ten (10) business days, we may not credit your Virtual Card.

For errors involving Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section. If you need more information about our error-resolution procedures, contact us at the telephone number or address shown above.

English Language Controls. Any translation of these Terms is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

Customer Service. For customer service or additional information regarding your Virtual Card, please call Transcard Customer Service at 1-800-416-6373 or by writing us at Transcard Customer Service, 1010 Market Street, Chattanooga, TN 37402. Transcard customer service agents are available to answer your calls 24 hours per day, 365 days a year.

Telephone Monitoring/Recording. From time-to-time, we may monitor or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE VIRTUAL CARD AND ALL RELATED INFORMATION, TECHNOLOGY AND SERVICES PROVIDED BY OR ON BEHALF OF TRANSCARD AND ISSUER ARE PROVIDED "AS IS," "WHERE IS" AND "AS AVAILABLE" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND TRANSCARD EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF TRANSCARD OR ISSUER IS ADVISED OF THE PURPOSE), ACCURACY AND/OR NON-INFRINGEMENT. IN ADDITION, NEITHER TRANSCARD NOR ISSUER WARRANT THAT ACCESS TO THE CARDS OR YOUR VIRTUAL CARD ACCOUNT WILL BE UNINTERRUPTED OR ERROR FREE, THAT THE VIRTUAL CARD WILL MEET YOUR NEEDS, OR THAT DATA WILL NOT BE LOST.

WE ARE NOT RESPONSIBLE OR LIABLE TO YOU (I) FOR THE QUALITY, SAFETY, LEGALITY, OR ANY OTHER ASPECT OF ANY GOODS OR SERVICES PURCHASED FROM ANY MERCHANT OR RETAILER WITH THE VIRTUAL CARD, (II) IF ANY MERCHANT OR RETAILER REFUSES TO HONOR THE VIRTUAL

CARD, AND/OR (III) FOR ANY OTHER PROBLEMS YOU MAY HAVE WITH ANY MERCHANT OR. SUBJECT TO APPLICABLE LAW, IF YOU HAVE A DISPUTE WITH A MERCHANT OR RETAILER, YOU AGREE TO SETTLE THE DISPUTE DIRECTLY WITH THE MERCHANT OR RETAILER. REMEMBER THAT ONCE YOU HAVE USED YOUR VIRTUAL CARD TO MAKE A PURCHASE WE CANNOT STOP THAT TRANSACTION.

Indemnity. Provided we have complied with our obligations under the agreement, and subject to applicable law, you agree to indemnify, defend and hold us (and our agents, program managers, affiliates, officers, employees and representatives) harmless against any third party claim arising from or in connection with, directly or indirectly, any use of your Virtual Card, these Terms or any related service we provide.

Limitation of Liability. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, NEITHER TRANSCARD NOR ISSUER SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES. TRANSCARD'S AND ISSUER'S TOTAL LIABILITY TO ANY PARTY OR PERSON FOR ANY MATTER WHATSOEVER (INCLUDING INDEMNIFICATION) IS LIMITED TO THE LAST SIX (6) MONTHS' OF FEES RECEIVED FROM THE ACCOUNT OWNER PRIOR TO THE DATE OF THE CLAIM.

Governing Law. These Terms will be governed by the laws of the State of Nevada or Florida, without regard to choice or conflict of laws.

Arbitration

(i) For any and all controversies, disputes, demands, claims, or causes of action between you (which includes for purposes of this provision any Cardholder) and us (including the interpretation and scope of this section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Cards, your Virtual Card Accounts, or these Terms (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place in the federal judicial district located in Jacksonville, Florida, or may be conducted telephonically at your request. As used in this section, "we" and "us" mean Bank and its subsidiaries, affiliates, predecessors, successors, and assigns and all of its and their respective employees, officers, directors, agents, and representatives. In addition, "we" and "us" include Servicer and any third party providing any product, service, or benefit in connection with the Cards, the Virtual Card Accounts or these Terms (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim or cause of action subject to this section.

(ii) Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association ("AAA") with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules. Notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in a federal or state court located in the federal judicial district of Account Owner's principal location or in Jacksonville, Florida, in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located therein for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

(iii) You agree to the following in connection with any arbitration: (i) no class or similar group arbitration will be permitted; (ii) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (iii) subject to any limitations of liability in these Terms, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (iv) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

(iv) You understand and agree that, by agreeing to these Terms, (i) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; (ii) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE BETWEEN US; and (iii) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY ARBITRATION OR LAWSUIT INVOLVING ANY DISPUTE BETWEEN US.

(v) This arbitration provision will survive termination of the Virtual Card Account or these Terms as well as any voluntary payment of any debt in full by Account Owner or bankruptcy by Account Owner, or you or any bankruptcy by you or us. With the exception of the provision of this section prohibiting arbitration on a class or collective basis, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable or illegal part was not contained herein.

Financial Information. You agree that a report about your finances, and the finances of any of your Cardholders, may be requested from a credit reporting agency or other agency and reviewed by us in connection with these Terms.

Force Majeure. No failure or omission by either party in the performance of any obligation of these Terms shall be deemed a breach of these Terms or create any liability if the same shall arise from any cause or causes beyond the control of such party, including the following: acts of gods; acts or omissions of any government; any rules, regulations or orders issued by any governmental authority or by any officer, department, agency or instrumentality thereof; fire; storm; flood; earthquake; accident; war; terrorist act; rebellion; insurrection; riot; and invasion; provided that such failure or omission resulting from one of the above causes is cured as soon as is practicable after the occurrence of one or more of the above mentioned causes.

Entire Agreement. These Terms contain the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof.

Third Party Beneficiaries. Cardholders are not third-party beneficiaries of these Terms and may not bring any action or assert any claim to enforce any rights or obtain any remedies under these Terms.

FLORIDA CAPITAL BANK PREPAID VIRTUAL CARD PROGRAM