

TERMS AND CONDITIONS OF CARD USE

TERMS AND CONDITIONS regarding your charge cards(s) (hereafter "Card") and terms and conditions for the use thereof. By establishing an account you are agreeing to the following TERMS AND CONDITIONS:

1. The Card may be used to purchase products and services at participating merchants.
2. The customer and each guarantor unconditionally, jointly, and severally guarantee full and prompt payment of all sums which may, from time-to-time, be owing to FLEET ONE by the customer as a result of this agreement. Such sums may include but are not limited to the purchase of products or services through FLEET ONE facilities, payments for other products or services obtained using the Card, and any applicable interest, penalties, and service charges.
3. Customer will receive an invoice either weekly or monthly, depending on Customer's credit arrangements with FLEET ONE. Copies of receipts for individual transactions will not be provided.
4. Customer agrees to pay the full amount due according to the terms indicated on the FLEET ONE billing statement by delivery or mail to the address shown on the statement. If this amount is not received by FLEET ONE within five (5) calendar days of the due date shown on the statement, customer and guarantors agree to pay interest on the past due balance at an annual rate of the greater of 18% or the maximum allowed by law, until the balance is paid in full. Any payments received will be applied first to outstanding finance charges, then to any past due balance, then to any new purchases.
5. Notwithstanding any provision in this agreement to the contrary, the total liability for payments of interest and payments deemed to be interest by applicable law, shall not exceed the limit imposed by applicable usury law. In the event the total liability for payments of interest and payments deemed interest by applicable law, shall, for any reason whatsoever, result in an effective rate of interest which exceeds the limit imposed by the applicable usury law, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice by, between, or to any party hereto, be deemed to have been applied, immediately upon receipt of such sums by FLEET ONE (and shall be applied), as a credit on the principal due or thereafter arising on Customer's account.
6. Payments received on a regular business day will be credited to customer's account on the following regular business day.
7. If FLEET ONE must use an attorney or collection agency to collect any overdue amount from customer and/or any guarantors, customer and each guarantor agree to pay reasonable attorney fees and costs of collection incurred by FLEET ONE which the parties hereby fix at 33 1/3% of any balance due, plus court costs. No notice of acceptance hereof need be given any guarantor. In consideration of charges allowed and to be allowed to the customer, the guarantor hereby personally guarantees payment of all amounts due FLEET ONE.
8. Internet and ElectroniChek Authorization
 (a) Customer understands that FLEET ONE will process only the specified amount indicated on the ElectroniChek, or online payment, via Automated Clearing House. In case of error, FLEET ONE will make correction within 48 hours after detection or on the day the incorrect draft effected Customer's bank account. (b) Customer understands if an ElectroniChek is returned for non-sufficient funds, Customer will remit payment via wire to FLEET ONE's wire account for the returned entry amount plus a \$20.00 (twenty) dollar return check fee. Customer understands all future payments will be made via wire to FleetOne, L.L.C. (c) Customer understands that this authorization will be in effect until Customer notifies: FleetOne, L.L.C., 5042 Linbar Drive, Nashville, TN 37211. And Customer will notify its financial institution in writing that Customer no longer desires this service, allowing them reasonable time to act on Customer's notification. Customer understands that if corrections are necessary, it may involve an adjustment to Customer's account with FLEET ONE. FLEET ONE reserves the right to discontinue accepting payment method at any time.
9. Customer must notify FLEET ONE of any disputed charge(s) within 60 days after the date of the statement on which such charge(s) appeared. After 60 days, all charges are considered valid and no adjustments will be made. Notice to FLEET ONE of a disputed charge shall be given by customer in writing and shall include the following information: customer's name and account number; the dollar amount of the disputed charge; the reason customer is disputing the charge; and a copy of the statement on which the disputed charge appears. Notices should be mailed to the following address: MSC 30425, Fleet One LLC, P.O. Box 415000 Nashville, TN 37241-5000.
10. Customers and guarantors shall be responsible for any unauthorized uses of a lost or stolen Card which occur prior to Customer's notification to FLEET ONE of such loss or theft. Customer and guarantors each agree that they shall notify FLEET ONE no later than the earlier of (i) forty eight (48) hours following receipt of a FLEET ONE invoice which includes unauthorized charges or (ii) upon learning of unauthorized use of Cards. Such notice must include the Card number of each lost or stolen Card as well as the identification of the person responsible for the loss.
11. Cards are to be used solely for the conduct of customer's business by the employees of customer. It shall be customer's responsibility to ensure that its employees use the Card in compliance with customer's business policies, and these Terms and Conditions. Any dispute in this regard shall be resolved between customer and its employees. Customer shall still be responsible to FLEET ONE for payment of all such charges.
12. Customer certifies that everyone using a Card issued in the name of customer will be taught all safety regulations to ensure safe operation of all fueling sites.
13. Customer warrants that it is a governmental body or a licensed commercial enterprise, and that the system shall be used only by the commercial enterprise or governmental body in its business, and the fuel obtained will not be made available for personal use.
14. FLEET ONE maintains the absolute right, exercisable in its sole discretion, to interrupt or terminate use of any and all Cards issued to customer.
15. If any portion of this agreement is subsequently held to be invalid, such determination shall not affect the other provisions of these Terms and Conditions, which shall remain in full force and effect.
16. If Customer stores a Card at a merchant location, making the card an "in station" or "site card", Customer will indemnify, defend and hold harmless FLEET ONE and merchant for disputed charges and losses.
17. When the Card is used to pay at the pump within the FLEET ONE fueling network, hard controls including product restrictions cannot be guaranteed. However violations are indicated on the customer's transaction report.
18. These terms and conditions will be interpreted applying Tennessee law, without regard to the conflict of laws provisions thereof.
19. I understand and confirm that by providing my signature on the credit application, on behalf of the company/organization specified, I am authorized to and hereby consent for the company/organization to receive communications by telephone, regular mail, fax and email sent by or on behalf of TransPlatinum Service Corp., Fleet One, L.L.C., any respective affiliate or partner.
20. Terms and conditions are subject to change.

*Menu of Fees	
Application and Set Up Fee, non-refundable, one time	\$ 25.00
Invoice/Reporting	
Electronic Invoice and/or Activity Report, via Email or Internet	\$0.00
Hard Copy Invoice and/or Activity Report via Fax	\$0.00
Hard Copy Invoice and/or Activity Report via regular Mail.....	\$3.00/occurrence
Payment Remittance	
Internet or Wire	\$0.00
ElectroniChek.....	\$0.00/ElectroniChek
Mailed Business Checks (including 3 rd party checks)	\$2.50/check
NSF (non-sufficient funds) or Returned Check Fee.....	\$20.00/occurrence or maximum permitted by law.
Card Fee	\$0.00 per card, per month