

ORDINANCE NO. 8748

**AN ORDINANCE TO AMEND ORDINANCE 8016,
AUTHORIZING THE USE OF CREDIT CARDS ISSUED TO
SPECIFIC CITY DEPARTMENTS**

WHEREAS, the City of Granite City is a home rule unit pursuant to Article VII, Section 6 of the Illinois State Constitution of 1970; and

WHEREAS, on October 2, 2007, in Ordinance No. 8016, the City of Granite City abolished most use of petty cash funds, and authorized the use of City purchasing (credit) cards by City Department Heads for City expenditures; and

WHEREAS, the Granite City City Council hereby finds that the number of credit cards permitted under Ordinance No. 8016, and the credit limits on those credit cards in Ordinance No. 8016, should be revised, and additional safeguards be established by Ordinance for the protection of City funds.

NOW, THEREFORE, BE IT HEREBY ORDAINED AND DECREED by the City Council of the City of Granite City, Madison County, Illinois, as follows:

1. Ordinance No. 8016 is hereby amended as follows:
2. In lieu of a general petty cash fund, the Office of the Mayor, with the assistance of the Offices of the Treasurer and the Comptroller, is authorized and directed to enter into the attached Contract with First National Bank of Omaha, for issuance of credit cards to be used by employees of the City of Granite City, as approved by the Mayor, for City expenditures only. The issuance, use, control, and supervision of the City purchasing cards, also known as credit cards, shall conform to the attached City of Granite City Purchasing Card Program Policy and Procedure. The Mayor shall determine from time to time the maximum number of credit cards that may issue on the City's Purchasing Card Accounts authorized by this Ordinance. The maximum credit limit on each of the

accounts represented by said Purchasing Cards shall not exceed \$5,000 in outstanding credit at any one time. Any purchases sought above this amount must be approved by the City Comptroller. All statements and invoices from these Purchasing Cards shall be submitted to the Office of the Comptroller for review and processing, before submission to the City Council for approval and payment.

3. City employees issued Purchasing Cards under this Ordinance are prohibited from using them to withdraw cash, from all transactions at any casino or gambling establishment, and for purchase of alcoholic beverages.

4. Any rewards points that accrue from use of said Purchasing Card, shall accrue to the benefit and use of the City of Granite City, not to the individual employee.

5. Nothing in this Ordinance shall be interpreted to prohibit the Office of the City Treasurer, the City Clerk, or other City departments, from maintaining small amounts of cash on hand, for the sole purpose of making change to members of the public paying the City cash for the cost of licenses, City vehicle stickers, paying sewer bills, photocopies, and other cash payments permitted by law to the City of Granite City. Nothing in this Ordinance shall be interpreted to prohibit the Police Department from maintaining a cash fund.

6. This Ordinance shall take effect upon passage, and may be published in pamphlet form by the Office of the City Clerk. Any Ordinances of the City of Granite City inconsistent with this Ordinance are superseded by this Ordinance, to the extent they are inconsistent with this Ordinance.

ADOPTED this 19th day of March, 2019.

APPROVED: _____

Mayor Ed Hagnauer

ATTEST: _____

City Clerk Judy Whitaker

92028.1

92028.1

CITY OF GRANITE CITY CREDIT CARD PROGRAM **POLICY AND PROCEDURE**

It is the responsibility of each cardholder to be acquainted with the Purchasing Policies and guidelines of the City and to make card purchases in accordance with these policies. Whenever possible, purchases should be made from City of Granite City merchants. Examples of the types of transactions your Corporate Credit Card should be used for include:

- General Supplies
- Seminar/Meeting Expenses
- UPS/Postage Charges
- Dues for Associations
- Computer Hardware and software
- Travel
- Capital Purchases for items less than \$5,000 (anything over must be pre-approved by City Comptroller)

Examples of Prohibited Purchases with the P-Card

- Cash Advances, wire transfers or money orders
- Independent contractors or other personal services
- Personal purchases
- Alcohol Purchases
- Donations
- Employment ads
- Parking tickets

This list is by no means complete. It will be up to the cardholder to seek out potential opportunities from card usage. If you locate a supplier that will accept the card, but are unsure if it is an authorized use of the card, call the Program Administrator.

Do not use your Corporate Credit Card on expenditures that impact the following items. Each of these areas requires a level of review or approval beyond the limit of authorization.

- New Vendor's in excess of \$1,000.00, without completing the appropriate IRS-W-9 form.
- Professional Services and IRS 1099 required Services
- Individual purchases which have been artificially separated from larger or bulk requirement to fall within spending limits.

1. How to Purchase - Cardholder Responsibilities
 - The cardholder is responsible for ensuring receipt of materials and suppliers, and resolving any receiving discrepancies or damaged goods issues.
 - The cardholder is responsible for indicating to the supplier that the City is TAX EXEMPT, and therefore should not be charged sales tax. Reports may indicate if sales tax has been charged, and repeated neglect by the cardholder to ensure that the supplier does not charge sales tax will result in card privileges being revoked.
2. General Instructions On How to Purchase
 - Identify a transaction that you wish to pay for with the Corporate Credit Card.
 - Determine the transaction is not one of those prohibited by City policy.
 - Order Item
 - Submit Corporate Credit Card to cashier. If purchasing over the phone give the supplier Corporate Credit Card number and date.
 - Notify the supplier that the City is Tax Exempt and should not be charged sales tax. The tax exempt number is E9994-6963-05. Upon receiving invoice make sure that sales tax has not been charged.
 - When ordering over the phone provide the supplier with your complete shipping instructions including name, street address, and any internal location information. Instruct the supplier to include in the delivery package a receipt or packing slip detailing what was purchased and the amount of each item.
 - If purchasing in person, review sales slip to determine all amounts were properly charged and retain the receipt.
3. If Approval is Denied
 - If a supplier advises that card approval has been denied, it is most likely a violation of one of the established levels of authority checks.
 - The purchase exceeds the single dollar transaction limit on the card.
 - The account is over the set monthly limit.

The supplier will not have information related to the reason for denial, nor does the cardholder have the authority to obtain this information from the Bank. If a transaction is denied, the cardholder should contact the Program Administrator for assistance.

4. Reconciliation Responsibilities

- Master statements are mailed to the City Comptroller on a 25 day cycle each month.
- Verification of transactions on the statement with your Corporate Credit Card log and receipts will be done by the Comptroller department.
- A "Corporate Credit Card Log File" (see attached) has been provided to record transactions and aid in reconciliation. Cardholders are required to submit the Log file via email at the end of the Billing Cycle, to assist Comptroller in monitoring card activity and to aid the reconciliation process.
- Cardholders are required to attach to the Log all sales receipts, packing slips for the transactions listed on the statement in the order as they appear on the statement. Please number the transactions on the log as well as the receipt, and attach the receipts in that order.
- If a receipt cannot be obtained after a reasonable effort, you should write not "No Receipt" on the log next to the item. This will be allowed on an exception basis only, and continued failure to provide receipts will result in card privileges being revoked.
- The log with attached receipts must be signed by the cardholder as proof of reconciliation and then forwarded to the Comptroller's Office. The Log File which includes all account coding is to be emailed at the same time. Log files are to be forwarded within five (5) business days of the end of the billing cycle.

5. Disputed Billing

- If you have a problem with a purchase item or billing of an item, you should first try to reach a resolution with the vendor that supplied the item. Most problems can be resolved expeditiously in this manner.
- The cardholder is responsible to follow-up with the supplier on any erroneous charges, disputed items, or returns.

6. Approval of Card Use

- Approval of the transactions that cardholders have made using the Corporate Credit Card will not be totally defined in this manual. Department Heads or designees, because of their knowledge of the job responsibilities of the cardholders, are required to look at each cardholder's purchases, and at the merchant who made the sale, in order to determine if these items were for Official Use and if they were allowed to be purchased in accordance with the instructions provided.
- **If for any reason the department head or designee questions the purchase(s), it is their responsibility to resolve the issue with the cardholder. If they cannot be satisfied that the purchase was necessary and for Official Use, then the cardholder must provide a Credit Voucher proving item(s) have been returned for credit, or the full amount of the purchase will be deducted from the card holders next payroll check.**
- Resolution for improper use of the Purchasing Card will be the responsibility of the department head or designee to resolve.

7. If Supplier Does Not Accept Credit Cards

- Thank the vendor for their time and search for a vendor that will accept the card.

FIRST NATIONAL BANK OF OMAHA COMMERCIAL CARD AGREEMENT

This Commercial Card Agreement (the "**Agreement**") effective _____, 1, 2014 (the "**Effective Date**") is made by and between First National Bank of Omaha ("**Bank**") and _____, a _____ ("**Company**") (each, a "**Party**" individually and the "**Parties**" collectively). Capitalized terms used in this Agreement that are not defined above are generally defined in Schedule A ("**Definitions**"), which is fully incorporated herein by reference, or in the context of their first use in this Agreement.

RECITALS

A. Bank is a member of the Card Networks and is willing to issue an Account, Cards, and Card Accounts to Company and its Employees as set forth in this Agreement.

B. Company has requested an Account from Bank under the terms and conditions of this Agreement for Company and its Employees.

In consideration of these premises and mutual agreements set forth in this Agreement, Company and Bank agree as follows:

ARTICLE 1: ISSUANCE OF CARDS; IDENTIFICATION OF CARDHOLDERS

Section 1.1 Bank shall open and establish an Account for Company (a) upon Bank's receipt of all required forms, documents and other information from Company and Program Administrator, and (b) pursuant to Bank's operating procedures.

Section 1.2 Promptly after the Effective Date and throughout the Term of this Agreement, Program Administrator shall: (a) request issuance of Cards and establishment of Card Accounts for certain Employees, (b) provide Bank requested information regarding each Employee to whom a Card or Card Account is to be established and issued (including a joint and several Application as applicable), (c) request and identify an initial Charge Limit for each Card Account and Card requested, (d) designate and identify where each Card, Billing Statement, Card Account Statement, and other materials related to the Program should be delivered, (e) designate and identify any Transaction Limits, and (f) provide Bank with such other information or documentation as Bank reasonably requests in order to operate the Program. Company and Program Administrator shall use Bank's standard forms, requirements and procedures, as amended from time to time, in complying with the provisions of this Section.

Section 1.3 Subject to applicable law, Bank's policies and procedures and Operating Rules, Bank will issue a Card to, and open a related Card Account for, each Employee requested by Program Administrator. Cards, together with each Cardholder Agreement, will be mailed to the address specified by Program Administrator. Unless Bank receives written notice from Program Administrator to not reissue a Card at least 30 calendar days prior to expiration, Bank will issue new replacement Cards for expiring Cards during the Term.

ARTICLE 2: USE OF ACCOUNT, CARDS AND CARD ACCOUNTS; CANCELLATION OF CARDS

Section 2.1 Company understands and agrees that the Account, Cards and Card Accounts may only be used by Cardholders and Company for business-related Transactions. Company shall notify Cardholders regarding the use and restrictions of the Account, Cards and Card Accounts. Bank shall have no duty to question or evaluate the underlying purpose of any Transaction or investigate whether any Cardholder is exceeding the limits of his or her authority to use the Account, a Card or Card Account.

Section 2.2 Bank shall have sole discretion over the management, operation, content and features of the Program. Bank may modify any aspect of the Program as provided in this Agreement and the Cardholder Agreements.

Section 2.3 Program Administrator may direct Bank to cancel any Card or Card Account at any time by providing Bank a cancellation notice in the form, time and manner required by Bank. Upon receipt of a cancellation notice from Program Administrator and after a reasonable opportunity to act, Bank will cancel and close the Card or Card Account identified. Company shall immediately notify and direct Bank to cancel any Card and related Card Account upon a Cardholder's termination of employment with Company. Company shall make reasonable efforts to recover and prevent use of any Card from any person no longer employed or designated by Company to use the Card.

Section 2.4 Bank may, at any time for any reason and without advance notice, temporarily or permanently suspend the right to use and charge Transactions to the Account or any Card or Card Account. Company's obligations under this Agreement shall continue notwithstanding any termination or suspension of the right to use the Account or any Card or Card Account.

ARTICLE 3: LIABILITY FOR TRANSACTIONS, FEES AND OTHER CHARGES; UNASSIGNED CARDS

Section 3.1 Company authorizes and directs Bank to extend credit to Company through the Account from time to time by paying the amount of Transactions from the use of each Card and Card Account. As detailed in the Pricing Schedule, Bank shall charge Program Fees and Charges and provide Company certain benefits.

Section 3.2 Company acknowledges and agrees that it is fully liable to and shall pay Bank for any and all Program Fees and Charges and Transactions resulting from use of the Account, each Card, each Card Account, and any Unassigned Card and its related Card Account, regardless whether (a) any such Transactions were Unauthorized Transactions (including any Transactions made using lost or stolen Cards, fraud or unauthorized use), or (b) a Cardholder is jointly and severally liable. These liability and payment obligations include Transactions and Program Fees and Charges that exceed any Charge Limit. As designated by Program Administrator and subject to Bank requirements, a Cardholder may be jointly and severally liable for Transactions and Program Fees and Charges on his or her related Card and Card Account.

Section 3.3 Company shall not be liable for additional Unauthorized Transactions, fraud or unauthorized use on applicable Cards and Card Accounts after (a) Bank's receipt of a notice under Sections 2.3 or 10.1, and (b) a reasonable opportunity for Bank to act.

ARTICLE 4: CHARGE AND TRANSACTION LIMITS; TRANSACTIONS ABOVE LIMITS

Section 4.1 Bank, from time to time, will establish, modify and advise Company of its Charge Limit for the Account and for each Card Account. Bank reserves the right to modify the Charge Limit of the Account or any individual Card Account at any time.

Section 4.2 Bank will assign the Charge Limits and Transaction Limits associated with the Account and each Card Account in accordance with Bank's policies and procedures and with due consideration given to Program Administrator requests.

Section 4.3 Program Administrator may request changes (including increases or decreases) to the Charge Limits and Transaction Limits associated with the Account and each Card Account. If Bank agrees, and subject to its policies and procedures, Bank will modify such Charge Limits and Transaction Limits as requested by Program Administrator.

Section 4.4 Company acknowledges that the Account and Card Accounts may exceed Transaction Limits and Charge Limits and agrees that Bank may allow or reject Transactions that would cause the Account or a Card Account to exceed a Charge Limit or Transaction Limit. Company and its Cardholders shall remain liable and must promptly remit payment to Bank for any and all Transactions that would cause the Account or a Card Account to exceed a Charge Limit or Transaction Limit, as well as any related Program Fees and Charges.

ARTICLE 5: DESIGNATION AND RESPONSIBILITIES OF PROGRAM ADMINISTRATOR

Section 5.1 Company shall designate one or more individual(s) as Program Administrator using Bank's required form, which must be accompanied by any additional documents, certifications and resolutions of Company that Bank requests. By designating a Program Administrator, Company authorizes each such person to act on Company's behalf to: (a) submit requests for Cards and Card Accounts by and on behalf of Company, Employees and Cardholders and designate Employees and Cardholders authorized to receive Cards and use Card Accounts, (b) request, establish or change Charge Limits and Transaction Limits for the Account and each Card and Card Account, (c) request that Bank cancel or suspend any Card and Card Account, (d) act as Company's authorized representative in administering the Program and resolving any disputed Transactions, and (e) perform other administrative duties contemplated by this Agreement or otherwise reasonably required for administering the Program. Program Administrator must promptly advise Bank in writing, using Bank's required forms, of any changes to be made with respect to the Account, any Card and any Card Account. Bank, without further inquiry, may rely on, deal with, and accept Program instructions from any person who identifies himself or herself as a Program Administrator in all matters related to the operation of the Program. If Company designates more than one Program Administrator, each Program Administrator shall independently have full and complete authority to act on behalf of Company related to the Program. Bank shall not be liable to Company for any Program Administrator that exceeds the limits of his or her authority.

Section 5.2 Bank will, except as otherwise provided in this Agreement, direct all documents and correspondence relating to this Agreement and Program to Program Administrator. Company must notify Bank of any change in Program Administrator by submitting a new Program Administrator designation form acceptable to Bank. Each Program Administrator designation form shall be effective only after Bank's actual receipt of such form. The submission by Company of a Program Administrator designation form shall constitute a Company's representation that the individual(s) named on the form have been granted general authority from Company's Board of Directors or other governing body (or have been designated by an officer who has been duly authorized by Company's Board of Directors or other governing body) over the transaction of Company's Program-related business with Bank.

ARTICLE 6: FINANCIAL REPORTS; PROGRAM EXCLUSIVITY; GUARANTEED ACCOUNTS

Section 6.1 At least annually, and when otherwise requested by Bank, Company will provide to Bank reasonably detailed financial statements together with other reports regarding the financial condition of Company including, without limitation, Company's periodic statements of income, statements of cash flow, and balance sheets as well as statements regarding changes in shareholder's equity of Company and any Company Affiliate. Such statements and reports must be audited by an independent public accountant selected by Company or, if permitted by Bank, be accompanied by a certification of Company's chief financial officer that such statements and reports are accurate and complete in all material respects. Bank is authorized to investigate and obtain information about Company as Bank deems appropriate. Bank may provide information about Company and Cardholders to Card Networks, their member institutions and contractors, and credit reporting agencies.

Section 6.2 If Company or Program Administrator request and Bank agrees, Bank will open Guaranteed Accounts and issue related Cards. Company hereby acknowledges and agrees to be fully and primarily liable to Bank for any and all Transactions and Program Fees and Charges related to or arising from the use of each Guaranteed Account as well as any and all losses and reasonable costs of collection Bank incurs related to each Guaranteed Account (the "**Guarantee**"). Company shall execute any additional instruments in the time and manner Bank might request in connection with any such Guarantee. The Guarantee of each Guaranteed Account shall remain in full force and effect after termination of this Agreement and any such Guaranteed Account, until each Guaranteed Account has been paid in full, in cash, and is closed to further activity.

Section 6.3 During the Term, Company shall not, by itself or in conjunction with any Company Affiliate, directly or indirectly endorse, support, participate in, benefit from, or enter into any agreement (other than with Bank) related to a commercial card program for Company or its Employees other than the Program.

ARTICLE 7: CARD REQUIREMENTS AND MARK USE

Section 7.1 Each Card will bear such language and symbols that Bank deems necessary or appropriate, subject to the applicable requirements and specifications of the Operating Rules. Company shall not use any trademark, service mark, logo, or other intellectual property right of Bank or a Bank Affiliate without the express prior written consent of Bank. Company acknowledges that the Card Network mark(s) are owned by each applicable Card Network and agrees to not do anything inconsistent with such ownership.

Section 7.2 Except for materials that Bank provides to Company for such purpose, Company shall not provide materials to Employees or Cardholders related to the Program without Bank's prior review and written approval. This Agreement and each Cardholder Agreement shall prevail over any inconsistent statements made by Company, Program Administrator or any Employee about the Program.

Section 7.3 Bank may use all Company Marks that Company provides to Bank in connection with the Program. Company grants Bank a non-exclusive, non-transferable, non-sublicenseable, royalty-free, paid-up limited license to use such Company Marks, as the same may be modified during the Term, solely in connection with the Program (including use on Cards, periodic statements, Applications, and materials intended for

distribution to Employees and Cardholders). Company may update and amend Company Marks during the Term by (a) providing Bank with reasonable notice thereof, and (b) paying any additional expenses Bank incurs in connection with the use of the modified Company Marks. Bank acknowledges that Company is the sole and exclusive owner of Company Marks and all rights, title and interest therein and has full authority to license to Company. Bank shall not authorize any third party to use Company Marks, except for subcontractors and Bank Affiliates engaged by Bank in connection with the Program. On termination of this Agreement for any reason, all Program materials including Cards in the possession of Cardholders that have not expired may continue to bear Company Marks, and the license shall continue, until the later of (i) the expiration of all Cards, (ii) full payment of all outstanding balances on the Account and each Card Account, or (iii) 180 days after termination of the Agreement.

ARTICLE 8: PROGRAM STATEMENTS AND REPORTS; BILLING CYCLES; PAYMENTS

Section 8.1 A Card Account Statement will be generated for each Card Account with a balance for each applicable billing cycle. A Billing Statement will be generated as requested by Company or Program Administrator for each applicable month. Unless directed otherwise by Company, Program Administrator or a Cardholder, each Card Account Statement and Billing Statement shall be sent to the address designated by Program Administrator. The act of delivering or making available Card Account Statements to Cardholders shall not be deemed Bank's acknowledgment or consent to hold anyone other than Company liable for the sums owed with respect to any associated Card Account. Unless otherwise directed by Company or Program Administrator, Bank will send or make available Card Account Statements for Card Accounts associated with Unassigned Cards to Program Administrator.

Section 8.2 Company, Program Administrator and each Cardholder shall promptly examine each Billing Statement and Card Account Statement for accuracy, unauthorized use, Unauthorized Transactions and disputed Transactions. If Company, or Program Administrator or a Cardholder suspect or identify any errors, unauthorized use or Unauthorized Transaction on any Billing Statement or Card Account Statement, Program Administrator shall immediately notify Bank and, as applicable, comply with Sections 2.3, 10.1 and 10.2.

Section 8.3 Bank will establish a monthly periodic billing cycle for the Account and each Card Account. Bank shall assign the Statement Date for each Billing Statement and Card Account Statement. The Payment Due Date will be 25 days after the Statement Date disclosed on each Billing Statement or Card Account Statement. Company hereby promises and agrees to pay Bank in full on or before each applicable Payment Due Date an amount equal to (a) the entire unpaid balance of the Account and all Card Accounts for all Transactions made with the Account and Card Accounts, plus (b) all Program Fees and Charges accrued or assessed in connection with the Account and Card Accounts, plus (c) any other amounts then due for the Account and such Card Accounts, as provided in this Agreement. All payments must be remitted to Bank in U.S. dollars. Payments on the Account and Card Accounts may be applied in the order Bank selects from time to time. Until Bank determines a payment is unlikely to be returned for insufficient funds or some other reason, the credit available for the Account and Card Accounts may not reflect the payment. If a Cardholder is jointly and severally liable on a Card Account, Company shall immediately pay all outstanding amounts owed on such Card Account upon notification from Bank.

Section 8.4 Company agrees to make payments to Bank in the time, manner and amount required by this Agreement, each Card Account Statement and each Billing Statement. If Company fails to pay any amount when due under this Agreement, Bank may, and Company hereby authorizes Bank to, without further notice to Company, apply any account balances of Company held by Bank toward any balance owed under this Agreement. Payments received at Bank's designated payment processing center after 5:00 p.m. Central Time on a Bank business day (or on any day that is not a Bank business day) will be credited to Company's Account and related Card Accounts on the next Bank business day. Bank is permitted to accept late payments, partial payments or payments marked with restrictive endorsements without losing any of its rights under this Agreement.

ARTICLE 9: MERCHANT DISPUTES; TRANSACTIONS MADE IN FOREIGN CURRENCIES

Section 9.1 In the event Company has any dispute concerning goods or services purchased from any seller or service provider using the Account, any Card or any Card Account, Company shall nevertheless pay Bank the amount of the related Transaction and Program Fees and Charges in accordance with this Agreement. Company will contact any such seller or service provider directly to resolve such dispute. If Company cannot directly settle its dispute with a seller or service provider, then Company can request Bank to process a chargeback subject to the Operating Rules. Company acknowledges that Bank is not liable for the quality of any such goods or services and that any dispute between Company and any seller or service provider shall not affect Company's obligation to pay Bank in full for all Transactions and related Program Fees and Charges.

Section 9.2 If any Transaction is made in a currency other than U.S. dollars outside of the United States, the charges incurred in a foreign currency will be converted by the applicable Card Network into a U.S. dollar amount in accordance with its Operating Rules. Company shall be liable to Bank for all transaction and conversion fees and charges associated with any such Transactions.

ARTICLE 10: REPORTING UNAUTHORIZED USE; BILLING ERRORS; CARD NETWORK LIABILITY PROGRAM

Section 10.1 If Company, Program Administrator or a Cardholder knows of or suspects the loss, theft or possible unauthorized use (including Unauthorized Transactions) of the Account, a Card or Card Account, Program Administrator shall promptly notify Bank and request that such Card or Card Account be cancelled. Company and Program Administrator shall promptly notify each affected Cardholder and use reasonable efforts to retrieve or destroy each affected Card. Company shall also cooperate and cause Employees and Cardholders to cooperate with Bank in its efforts to resolve any suspected Unauthorized Transactions and fraudulent transaction related to the Account or any Card or Card Account.

Section 10.2 Program Administrator shall provide written notice to Bank of any suspected error related to any Transaction, the Account and any Card Account, within 60 calendar days after the date of the Billing Statement or Card Account Statement on which any such error first appeared. Each such notice must disclose the dollar amount of the suspected error, a Transaction reference number, and a description of the suspected error. Bank will investigate each report of a suspected error and make a determination. All Billing Statements and Card Account Statements will conclusively be deemed correct, unless Company or a Cardholder has provided Bank with written notice of a suspected error as required by this

Agreement and any applicable Cardholder Agreement. Company may not deduct or withhold, without the prior written approval of Bank, any credit, chargeback, disputed or questioned amount from the aggregate amount due when making payment.

Section 10.3 Company's liability for Unauthorized Transactions, fraud or unauthorized use of the Account or any Card or Card Account may be reduced to the extent of any applicable Liability Program benefits. Company's coverage shall be subject to the terms, exclusions, and conditions of the Liability Program as established, modified or suspended from time to time by the Card Network and the Liability Program's underwriters. Bank shall not have any liability to Company related to any Liability Program.

ARTICLE 11: REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 11.1 Company represents, warrants and covenants that: (a) Company will cause Bank to issue and maintain ten or more Cards at all times under this Agreement, (b) Company is duly organized, existing and in good standing under the laws of the state of its incorporation or formation and has full right, power and authority to make and perform this Agreement and to comply with all of the provisions of this Agreement, (c) the making and performance by Company of this Agreement and securing extensions of credit from time to time through the issuance or establishment of Company's Account, Cards, and Card Accounts has been validly authorized by all necessary action of Company and does not violate Company's articles of incorporation, articles of organization, partnership agreement, by-laws or any other document or agreement pursuant to which Company is organized, or any provision of applicable law, regulation, order or rule of any governmental agency, or court decision, (d) all information (including without limitation business and financial data) now or hereafter furnished to Bank and the information contained in each Application, notice of cancellation or other documentation submitted by Program Administrator or Company to Bank hereunder shall be true, complete and accurate as of the date thereof and may be relied upon by Bank as being authorized by Company, (e) the Account and all Cards and Card Accounts established or issued pursuant to this Agreement shall be used only for business or commercial purposes, and (f) Company is the sole owner of the Company Marks and has and shall maintain the full right, power and authority to grant any applicable license of Company Marks to Bank and, in doing so, shall not infringe upon or violate any rights or interest held in those marks by any third party or Company Affiliate.

Section 11.2 Nothing contained in this Agreement shall impair Company's obligation, which shall be unconditional and absolute, to repay all extensions of credit arising out of the use of the Account, Cards, or Cards Accounts for any purpose and to pay all of its other obligations and liabilities as provided in this Agreement. The representations and warranties in this Article 11 are made to induce Bank to issue Cards for Company's Account and Card Accounts and to extend credit to it from time to time. The representations and warranties made by Company in this Article 11 shall constitute continuing representations and warranties, until such time as (a) this Agreement is terminated as herein provided, (b) all Cards have been returned to Bank or cancelled, (c) all Card Accounts and the Account have been cancelled, and (d) all amounts owing Bank under this Agreement have been paid in full.

Section 11.3 Bank represents, warrants and covenants that this Agreement has been authorized by all necessary action of Bank, does not violate Bank's charter, by-laws, any other agreement binding upon Bank, or any provision of applicable law. **BANK MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM OR BANK'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

ARTICLE 12: INDEMNIFICATION OBLIGATIONS OF COMPANY; LIMITATION OF BANK LIABILITY

Section 12.1 Company will indemnify and hold harmless Bank, Bank Affiliates, and their respective officers, directors, agents, subcontractors and employees from and against any and all claims, demands, actions, proceedings, liabilities, losses, actual damages and expenses, including actual and reasonable counsel fees, arising directly or indirectly from: (a) Company's breach of any of its representations, warranties, agreements, or covenants under this Agreement, (b) Bank's compliance with or carrying out any instruction or request which identifies Company as sender, (c) Bank's actions or omissions in performing services in connection with the Program, unless such actions or omissions are determined to result from Bank's gross negligence or willful misconduct, (d) any incorrect classification of a merchant under the Card Network's Merchant Category Codes that allows Transactions that the Parties intended to preclude under Transaction Limits, (e) Bank's good faith refusal to approve any Transaction, or (f) the issuance and use of Unassigned Cards.

Section 12.2 Bank shall not incur any liability for any failure or delay in carrying out any of its obligations under this Agreement if such failure or delay results from Bank acting in accordance with applicable laws or applicable Operating Rules, or from acts of God, strike or stoppage of labor, power failure, system, network, or equipment failure, adverse weather conditions or any other cause beyond Bank's control.

Section 12.3 Bank or any person, entity or financial institution presented with a Card or Card Account may refuse to authorize any particular Transaction. Bank shall have no obligation, responsibility or liability to Company or any Employee, Cardholder or user of a Card or a Card Account (including an Unassigned Card user) if (a) any person, entity, third party, Card Network, or financial institution refuses to honor or process a Transaction on a Card, Card Account or the Account, or (b) Bank refuses or fails to authorize the use of or process any Transaction on a Card, Card Account or Account. Bank shall not be responsible or liable in any way for the performance of equipment, software, communication lines and Program services provided by Company or any party other than Bank.

Section 12.4 The liability of Bank to Company for any loss or damage arising from or relating to this Agreement or any of Bank's services in connection with the Program shall be limited to direct damages attributable to the gross negligence or willful misconduct by Bank, and in no event shall (a) Bank be liable for any other damages, including, without limitation, indirect, exemplary, consequential, punitive or special damages, (b) Bank's liability to Company for damages under this Agreement exceed the Program Fees and Charges Company paid Bank during the six months preceding the date on which Company's claim accrued, and (c) Bank be liable for any claim asserted against Company by any third party, except as set forth in this Agreement.

ARTICLE 13: CONFIDENTIALITY

Section 13.1 (a) Bank agrees to hold Company Confidential Information in trust and to use reasonable efforts to maintain, protect and assure the confidentiality thereof. Except as expressly provided in this Agreement, Bank, whether by act or omission, shall not copy, publish, disseminate, divulge, release, furnish or otherwise disclose Company Confidential Information to any other person or entity for any purpose whatsoever. Bank shall take all reasonable steps to prevent unauthorized disclosure of Company Confidential Information. Bank shall give Company immediate notice of any unauthorized use or disclosure of Company Confidential Information.

(b) Company agrees to hold Bank Confidential Information in trust and to use reasonable efforts to maintain, protect and assure the confidentiality thereof. Except as expressly provided in this Agreement, Company, whether by act or omission, shall not copy, publish, disseminate, divulge, release, furnish or otherwise disclose Bank Confidential Information to any other person or entity for any purpose whatsoever. Company shall take all reasonable steps to prevent unauthorized disclosure of Bank Confidential Information. Company shall give Bank immediate notice of any unauthorized use or disclosure of Bank Confidential Information.

Section 13.2 This Article shall not apply to Bank Confidential Information or Company Confidential Information that: (a) was already rightfully in the possession of a Party before receipt from the other Party, (b) is or subsequently becomes a part of the public domain through no fault of the recipient Party, (c) is subsequently disclosed to a Party by a third party not under any confidentiality obligation related thereto, or (d) is independently developed without use of or reference to Bank Confidential Information or Company Confidential Information.

Section 13.3 This Article shall not be deemed to prohibit disclosures: (a) required by applicable law, regulation, court order or subpoena, (b) to the auditors or attorneys of either Party, provided that such parties are obligated to maintain the confidentiality of the confidential information they receive, (c) to Bank's governmental regulators, (d) to the affiliates of the Parties, provided that each Party shall be responsible for assuring its affiliates' compliance with the terms of this Article, (e) by Bank to its service providers and consultants, provided they are subject to binding confidentiality obligations, (f) to the employees of a Party that have a need to know in connection with this Agreement, (g) of this Agreement by Bank to banks, proposed investors and financing sources or in connection with effectuating a merger or acquisition, or (h) by Bank to a Card Network.

Section 13.4 All Bank Confidential Information and Company Confidential Information disclosed shall be returned to each respective Party upon request or destroyed upon termination or expiration of this Agreement, except as required to be retained by applicable law or Bank's policies and procedures. Notwithstanding the return or destruction of such information, each Party will continue to be bound by its obligations of confidentiality and other obligations hereunder.

Section 13.5 Breach of this Article may give rise to irreparable injury, inadequately compensable in damages. A Party may seek injunctive relief against the breach or threatened breach by the other Party of this Article, in addition to such legal remedies as may be available, including the recovery of damages.

ARTICLE 14: ASSIGNMENT AND SUBCONTRACTS; AMENDMENTS

Section 14.1 Except as expressly provided in this Agreement, a Party may not assign or transfer any right or delegate any duty under this Agreement without the other Party's prior written consent. Without Company's prior written consent, Bank may: (a) assign or delegate its rights and obligations under this Agreement to a Bank Affiliate, and (b) subcontract with other entities for the provision of services under this Agreement. All entities entering into a subcontract with Bank shall be entitled to rely on and benefit from the provisions of this Agreement as if they were Bank (including the limitations on liability and indemnities). This Agreement shall be binding upon and inure to the benefit of both Parties and, unless otherwise contemplated in this Agreement, their permitted representatives, successors and assigns. Any attempted assignment of rights or delegation of obligations contrary to the provisions of this Agreement shall be void.

Section 14.2 This Agreement, including its applicable Schedules, Exhibits and Addenda, constitutes the entire understanding between the Parties and it supersedes all prior agreements and negotiations. Unless otherwise permitted in accordance with the terms of this Agreement, this Agreement may be amended only in writing signed by both Parties.

ARTICLE 15: NOTICES

Section 15.1 Except as otherwise provided in this Agreement, any notice or other communication to be given under this Agreement shall be in writing and delivered by hand, overnight courier service or mailed, postage prepaid, to the address shown below the signatures of the Parties, or at such other address as either Party may subsequently designate in writing to the other Party.

Section 15.2 Notwithstanding the foregoing, Bank may rely on facsimile and electronic transmissions from Company to a facsimile number or electronic mail address designated by Bank regarding the Program.

ARTICLE 16: EFFECTIVE DATE AND TERMINATION

Section 16.1 This Agreement shall remain in full force and effect for an initial term of one year from the Effective Date (the "Initial Term"). This Agreement shall be renewed automatically for successive renewal terms of one year each (each, a "Renewal Term"). Either Party may terminate this Agreement as of the end of the Initial Term or any Renewal Term by providing written notice of non-renewal to the other Party at least 90 calendar days prior to the end of any such Initial Term or Renewal Term.

Section 16.2 Upon termination of this Agreement, (a) Bank will promptly cancel the Account and all Cards and Card Accounts, (b) Company's right to receive incentive payments or benefits under the Pricing Schedule shall terminate, (c) Company shall collect and destroy each Card and cease use of the Account and each Card Account, (d) any Online Services license or other licenses granted to Company shall terminate, (e) Company shall promptly return to Bank all Program materials in its possession and control, (f) Bank shall have the right to demand immediate payment of the entire balance owed by Company and each Cardholder under the Account and all Card Accounts, and (g) Bank shall have the right to setoff any accounts Company maintains with Bank for any amounts owing to Bank under this Agreement, and Company waives any demands and notices that might otherwise be required to the extent permitted by applicable law.

Section 16.3 In the event that either Party materially breaches this Agreement, the non-breaching Party may terminate this Agreement effective upon 30 days' advance written notice, unless such breach is cured within said 30-day period. Notwithstanding the foregoing, if Company (a) fails to make payments as required under this Agreement, (b) breaches any of its representations, warranties, covenants, or agreements in this Agreement, (c) has made any statement to Bank or provided Bank with any credit information that is false in any respect, (d) (or any guarantor of Company's obligations under this Agreement) is in default of any other obligation it may owe to Bank or any Bank Affiliate, or (e) becomes insolvent, subject to a receivership, or subject to a voluntary or involuntary bankruptcy or similar proceeding, or Bank, in good faith, determines that the financial condition of Company has become impaired, Bank may: (i) require immediate payment of the entire balance of Account and all amounts owing under this Agreement, (ii) immediately terminate this Agreement, (iii) cancel or suspend use of any Account, Card or Card Account, and/or (iv) without prior notice to Company, apply any deposit account balances of Company held by Bank or any Bank Affiliate to the Account balance or any other amount owing hereunder.

Section 16.4 Company agrees to advise Bank promptly of any consolidation, merger, sale or conveyance of Company or any principal part of its assets, or the sale or conveyance of any controlling interest in Company, and upon any such happening Bank shall have the right to terminate this Agreement upon written notice to Company. Bank shall have the ability to terminate this Agreement without penalty upon the direction of any of its governing regulators and as necessary to comply with applicable law and the Operating Rules.

Section 16.5 The following Articles and Sections shall survive the termination of this Agreement: Articles 5, 9, 10, 11, 12, 13, 17, 18 and 19; and Sections 3.2, 4.4, 6.1, 6.2, 7.3, 8.2, 8.3, 8.4, 16.3, and 16.5.

ARTICLE 17: LIMITATION OF CLAIMS

Section 17.1 Company and Bank both agree, to the fullest extent allowed by law, that: (a) Claims will not under any circumstances be pursued in Class Proceedings, and (b) each Party waives the right to bring or to participate in Class Proceedings against the other Party. If some other person initiates a Class Proceeding against either Party, the other Party may not join that proceeding or participate as a member of that class.

ARTICLE 18: ONLINE SERVICES

Section 18.1 As specified in the Set-Up Forms, Bank may make available the following services to Company through one or more Online Services Systems, all as more specifically described in the User Guide (the "Online Services"): (a) Online Account Information, and (b) Online Services System access in connection with the maintenance of Card Accounts and Program Instructions.

Section 18.2 The communication of Program Instructions through the Online Services System will (a) constitute written notice of such Program Instructions in accordance with this Agreement, and (b) satisfy any requirement for written documentation, including any completed Application requirement for a Card Account (except for the Account or first Card Account requested).

Section 18.3 As applicable, Bank grants to Company an Online Services Software License subject to the terms of this Article. This Online Services Software License shall be effective while any such Online Services Software is in use by Company on the Online Services System. Company acknowledges and agrees that:

(a) Company will not have any ownership or other proprietary rights in the Online Services Software, the User Guide, and any other Online Services Materials;

(b) the Online Services Software and Online Services Materials are protected by the copyright laws of the United States, are confidential and proprietary trade secrets and of substantial value to the owner, and their use and disclosure must be carefully and continuously controlled by Company and its Program Administrator and Employees;

(c) the Online Services Materials must include all copyright, trade secret and any other proprietary notices and legends;

(d) Company will not (i) remove, alter or obscure any trademark, trade names, logos, copyright or other notice contained or included in any of the Online Services Software or Online Services Materials, (ii) transfer or license any portion of the Online Services Software, (iii) modify the Online Services Software or its source code, (iv) create derivative works from the Online Services Software or Online Services Materials, (v) reverse engineer or attempt to reverse engineer the Online Services Software, or (vi) attempt to discern the source code residing on the server of the Online Services Software;

(e) the Online Services Software will only be used by Company and not used for or on behalf of others;

(f) Company will not disclose, publish, release, transfer or otherwise make the Online Services Software or Online Services Materials available to any other person or entity; and

(g) Company will not directly or indirectly copy, duplicate, or furnish to others any version of the Online Services Software or Online Services Materials or permit others to do so.

Section 18.4 Bank will, as applicable, provide Company with Devices required for access to the Online Services System, as further described in the User Guide and Security Procedures. Company agrees that the Security Procedures provide it with a commercially reasonable level of security for use of the Online Services and access to the Online Services System. Company and each user must safeguard the Devices and keep them confidential and secure from unauthorized use. Company must promptly report any breach of security to Bank. Company acknowledges and agrees that Bank may rely on, and Company will be bound by, any and all requests for Online Account Information and any and all Program Instructions when accompanied by the applicable Devices and received in good faith by Bank. Bank has no duty or responsibility to discover, audit, or report to Company any breach of security, but Bank will use reasonable efforts to notify a Program Administrator if it learns about any such breach. Bank will not incur any liability to Company for any failure or delay by Bank in providing Company with any such notice.

Section 18.5 Company must use a Browser that complies with specifications set forth in the User Guide. Company agrees to use the Online Services in compliance with all applicable laws and regulations. Company acknowledges and agrees that the Online Services do not include any recommendation, guaranty, representation or warranty. Bank shall not be responsible for errors in Online Account Information.

Section 18.6 Company shall have appropriate security measures for Internet use, including, a proxy server and/or firewalls to control and protect Internet access. Bank shall not be responsible for (a) inability to contact the Online Services through the Internet resulting from a problem with an Internet service provider or online service provider, or (b) unknown hazards of Internet use. If Company fails or is unable to access the Online Services, Bank's sole responsibility shall be to use its commercially reasonable efforts to correct the problem and Bank shall not suffer or incur any other liability in connection therewith.

Section 18.7 Bank will not be responsible for any data that is lost or destroyed in connection with the use of the Online Services. In addition, Bank will not be responsible for Company's inability to use the Online Services due to a mechanical hard drive failure or other system failure.

Section 18.8 In no event will Bank have any liability whatsoever in connection with (a) any application errors in or security breaches of any Browser, (b) Company's inability to use the Online Services or access the Online Services System due to any Internet or Browser problem or any other cause beyond Bank's control, or (c) any interception of any Online Account Information as a result of the use of the Internet.

Section 18.9 Bank hereby reserves the right to suspend the Online Services without notice to Company. Bank may terminate the Online Services upon notice to Company.

Section 18.10 Any separate online business banking services agreement between Company and Bank shall supplement this Agreement with respect to the Online Services. If a provision of this Agreement conflicts or is inconsistent with any provision of the online business banking services agreement, then the provision which is more protective of or beneficial to Bank shall control.

ARTICLE 19: MISCELLANEOUS

Section 19.1 This Agreement is governed in all respects by the laws of the State of Nebraska and the United States of America, but does not include any conflict of law rule that might direct or refer determination of any such matter to the laws of any other jurisdiction. The Parties hereby consent to the exclusive jurisdiction and venue of any local, state, or federal court located within the County of Douglas, State of Nebraska, for any action or proceeding arising out of this Agreement.

Section 19.2 If any provision of this Agreement is held invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, the Parties agree that all other provisions of this Agreement shall remain unimpaired and enforceable.

Section 19.3 The Parties agree that any waiver of a breach of a term or condition of this Agreement shall not be construed to be a waiver of any other breach of the same, or other terms and conditions. A Party's failure to enforce any breach of this Agreement, shall not be construed as a waiver of such breach.

Section 19.4 The article and section titles in this Agreement are included as a matter of convenience, for reference purposes only, and in no way define, limit, expand, or describe the scope or intent of any provision of this Agreement. This Agreement shall not be presumptively interpreted for or against either Party by reason of that Party having drafted or negotiated, or failed to draft or negotiate, all or any portion of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FIRST NATIONAL BANK OF OMAHA

COMPANY: City of Granite

By: _____

By: [Signature]

Print Name: _____

Print Name: Edward Hagnauer

Title: Vice President

Title: MAYOR

By: _____

Print Name: _____

Title: Vice President of Finance

Address for Written Notices:
First National Bank of Omaha
1620 Dodge Street Stop 3199
Omaha, NE 68197
Attention: First Bankcard Legal Department

Address for Written Notices:
[Company Name]
[Street Address]
[City, State Zip]
Attention: [title/position of recipient]

SCHEDULE A - DEFINITIONS

Terms using the singular form in this Agreement also include their plural form (and terms using the plural form also include their singular form).

"Account" means the master account Bank establishes in Company's name, associated with Cards Bank issues to Company, Employees and Cardholders, and reflecting all Transactions made with Card Accounts of Employees and Cardholders.

"Application" means an application submitted to Bank requesting that Bank open an Account or issue a Card and open a related Card Account for a Cardholder.

"Bank Affiliate" means all entities that are Controlling, Controlled by or under common Control with Bank, its parent First National of Nebraska, Inc., the Lauritzen Corporation or any financial services entities controlled by the Lauritzen family.

"Bank Confidential Information" means (a) this Agreement and its terms, (b) the Program Fees and Charges, (c) Program materials and processes, (d) security procedures for the Program, Account, Cards and Card Accounts, (e) Online Services, Online Services System, Online Services Software and related materials (including the User Guide, Devices and Online Services Materials), and (f) any other proprietary materials of Bank that Bank designates and labels as confidential.

"Billing Statement" means a periodic statement Bank prepares to disclose a summary of the applicable balances due under all Card Account Statements for applicable Card Accounts as well as an aggregate amount owed by Company for the Account.

"Browser" means an Internet browser that complies with the User Guide specifications.

"Card" means any plastic card that Bank issues to Company, an Employee or a Cardholder under the Program. Any reference to use of a Card in this Agreement shall also mean use of its related Card Account.

"Card Account" means each sub-account Bank establishes for Cardholders under the Account, including those associated with use of a particular Card, those for which Bank has not issued a Card, and Guaranteed Accounts.

"Card Account Statement" means an individual periodic statement Bank prepares to disclose the applicable balances, Transactions, and Program Fees and Charges for a Card Account at the end of each billing cycle.

"Card Network" means a network organization that processes transactions made with credit cards, charge cards, and other payment cards, including but not limited to Cards that Bank may issue for commercial use by Employees and Cardholders.

"Cardholder" means an Employee who is authorized to use a Card and Card Account, including any person using an Unassigned Card for any reason from time to time.

"Cardholder Agreement" means any agreement between Bank and a Cardholder that governs a Cardholder's use of a Card and Card Account, as amended from time to time.

"Cash Advance" means the use of a Card or Card Account or any check, instrument, certificate, device or method Bank permits for access to the Card Account, when used to obtain a cash advance or a Cash Equivalent Transaction or to initiate any Transaction other than one designated as a Purchase by Bank. Any such Cash Advance can result from transactions made through Bank, participating financial institutions, ATMs, point of sale terminals, or otherwise, regardless of whether a Card was presented, the Cardholder's signature was obtained, or a personal identification number was assigned to or used by a Cardholder.

"Cash Equivalent Transaction" means a Cash Advance obtained through a merchant or service provider that the Card Network has identified as a seller of travelers checks, foreign currency, money orders, wire transfers, lottery tickets, funds used for wagers or gambling, or similar products or services.

"Charge Limit" applies to both the Account and each related Card Account, and means the maximum aggregate unpaid balance of all Transactions and Program Fees and Charges that may be outstanding on the Account or the Card Account at any time, as determined by Bank.

"Claim" means any pre-existing, present or future claim, dispute or controversy that arises from or in any way relates to (a) the Program, or (b) the acts or omissions of any Party, Bank Affiliate, Company Affiliate, Cardholder and Employee if those acts or omissions affect or relate to the Program, this Agreement, the Account, any Card Account, any Card or any benefits, rewards or other products or services related thereto. Such Claims include, without limitation, claims based on contract and tort (including intentional torts), claims made in law or in equity, claims based on constitutional, statutory, regulatory and common law rights, and claims for damages, penalties and injunctive, declaratory or equitable relief.

"Class Proceeding" means any Claim or Claims brought by or on behalf of a class, brought in a representative capacity or otherwise on a class basis, or brought in the form of a private attorney general action, regardless of whether they are commenced in court or in arbitration.

"Company Affiliate" means all entities that are Controlling, Controlled by or under common Control with Company.

"Company Confidential Information" means (a) non-public financial information about Company that Bank receives from Company, and (b) any other proprietary materials of Company that Company designates and labels as confidential.

"Company Marks" means the trademarks, service marks, trade names, names, logos, copyrights and other proprietary materials and information owned by Company or a Company Affiliate which are provided to Bank for use in connection with the Program.

"Control" means possessing, directly or indirectly, the power to direct or cause the direction of the management policies or operations of any entity, whether through ownership of voting securities, by contract, or otherwise.

"Devices" mean the security codes, passwords, and other security materials required for access to the Online Services System, as further described in the User Guide.

"Employee" means an employee, agent, contractor, director, or officer of Company or a Company Affiliate.

"Guarantee" shall have the meaning assigned in Section 6.3.

"Guaranteed Account" means a Card Account, regardless if it is affiliated with a Card, which is established for a Cardholder who is an employee, agent, contractor, director or officer of a Company Affiliate.

"Initial Term" shall have the meaning assigned in Section 16.1.

"Liability Program" means liability protection insurance coverage that a Card Network or third party insurer may separately agree to provide Company related to Unauthorized Transactions.

"Merchant Category Code" means a code that a Card Network has assigned to identify the principal business of a vendor, merchant or other third party that accepts payments from customers made with Cards and Card Accounts.

"Online Account Information" means information about the Program, Account, and Card Accounts which Bank makes available to Company in connection with the Online Services System.

"Online Services" shall have the meaning assigned in Section 18.1.

"Online Services Materials" means the User Guide and all other documents Bank makes available to Company in connection with its use of the Online Services, the Online Services Software, and the Online Services System.

"Online Services Software" means any software accessible to Company through the Online Services System.

"Online Services Software License" means the personal, nonexclusive and nontransferable license Bank grants to Company to use software accessible to Company through the Online Services System.

"Online Services System" means one or more operating systems, applications, and platforms through which Bank makes available Online Services to Company, as described more specifically through the User Guide.

"Operating Rules" mean the operating rules and regulations of a Card Network, Bank, or both, as amended from time to time.

"Payment Due Date" means the date after each Statement Date for the Account and each Card Account by which payment to Bank is due from Company and its Cardholders.

"Pricing Schedule" means the terms, conditions, and limitations set forth in Schedule B which is fully incorporated herein by reference, as amended by Bank from time to time in accordance with this Agreement, including all Program Fees and Charges that Company or Cardholders must pay Bank and for any benefits and related services Bank provides to Company.

"Program" means the commercial card program Bank establishes for Company on terms and conditions set forth in this Agreement, through which Bank opens the Account and permits use of Cards and Card Accounts.

"Program Administrator" means each individual Company designates as a Program representative, in the form and manner required by and acceptable to Bank, each of whom is individually authorized to take any action specified by this Agreement in connection with the Program.

"Program Fees and Charges" means the fees, charges, interest, and interest rates for the Account and the Card Accounts established by the Pricing Schedule and payable to Bank by Company and Cardholders.

"Program Instructions" means the features Company and its Program Administrator have requested or selected in connection with the Program, Account, Card Accounts, and Online Services (through Set-up Forms).

"Purchase" means use of a Card or Card Account or any check, instrument, certificate, device or method Bank permits for access to a Card Account, when used to pay for goods or services sold, leased, or otherwise provided by any person, entity, or financial institution or initiate any transaction other than one designated as an Cash Advance by Bank, regardless of whether a Card was presented or a Cardholder's signature was obtained by any such person, entity, or financial institution.

"Renewal Term" shall have the meaning assigned in Section 16.1.

"Security Procedures" means the security procedures for using Devices required for access to the Online Services System, as described in the User Guide.

"Set-up Forms" means the forms Company provides to Bank to request Online Services.

"Statement Date" shall mean the closing date of the periodic billing cycle for the Account and for each Card Account, assigned by Bank and disclosed on Billing Statements and Card Account Statements.

"Term" shall mean the Initial Term or any Renewal Term, as applicable.

"Transaction" means any Purchase or Cash Advance.

"Transaction Limit" means parameters Program Administrator and Bank establish for a Card Account, including but not limited to limits on: (i) the number of Transactions permitted during a specified time period for a Card Account, (ii) the dollar amount of Transactions permitted during a specified time period for a Card Account, (iii) the Merchant Category Codes for which a Card Account may be used, and (iv) such other parameters as may be agreed by Bank and Program Administrator.

"Unassigned Cards" are Cards Bank issues in the name of Company at its request, without designating on the Card a specific Cardholder authorized to use the Card and which may not have an associated personal identification number, and which Bank may restrict Cardholders from using to obtain Cash Advances.

"Unauthorized Transaction" means any Transaction not for the purpose of carrying on Company's business and from which Company obtains no direct or indirect benefit.

"User Guide" means the user manuals and other user materials that Bank furnishes or makes available to Company in connection with the Online Services System, and any related Online Services.