

## AVFUEL CONSUMER CARD TERMS AND CONDITIONS

Please read and retain for your records and future reference.

The creditor and issuer of the Avfuel Card is U.S. Bank National Association dba Multi Service Aviation ("U.S. Bank" or "MSA"). The Multi Service Aviation Card Terms and Conditions (the "Agreement") is entered into, by and between U. S. Bank National Association ("U.S. Bank") and the individual that signed the Application as "Cardholder" for the establishment of a Aviation Card Program. This Agreement supersedes any previous and like agreements with Cardholder. Any references in this Agreement to MSA refer to Multi Service Aviation. Any references in this Agreement to Avfuel Charge Card Center (ACCC) refer to Multi Service Aviation.

AVFUEL PAYMENT INFORMATION	
All charges made on this charge card are due and payable when you receive your periodic statement.	
FEES	
Late Payment	1.385% of the amount past due
Returned Payment	\$30.00 or the amount permitted by law
Account Balance Adjustment	\$25.00 or the amount permitted by law
<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at, <a href="http://www.federalreserve.gov/creditcard">www.federalreserve.gov/creditcard</a>

**Cardholder Agreement.** In this Avfuel Card Agreement ("Agreement"), the words "you" and "your" refer to each person who signs this Agreement or the Application requesting a Avfuel Credit Card, or is authorized to use this Avfuel Credit Card Account ("Account"); "we," "us," and "our" refers to the creditor, U.S. Bank National Association, and any person to whom this Agreement may be assigned. Usage of the Card by the Cardholder named on it constitutes acceptance of the following terms and conditions, as may be amended from time to time. "Usage...by the Cardholder..." includes the retention or use of the Card by the Cardholder as named on it or anyone under his/her/its control. The holder of the Card is liable for any unauthorized use of the Card and the holder agrees to be responsible for any unauthorized use. This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Credit Information.** You authorize us and our service providers to make any credit investigations we may deem appropriate and to request reports from credit reporting agencies in connection with this agreement or in connection with any update, renewal, or extension of credit. ACCC and our service providers may furnish information on your account to credit bureaus or others who may properly receive such information. A credit line will be assigned to your account. This credit line includes all unpaid purchases, whether billed or unbilled. If, as you use your Card, you find your credit line to be inadequate, please let us know immediately by contacting our Credit or Customer Service Department at 800-448-1254.

**Promise to Pay.** In return for extending credit to you on this Account from time to time, you agree to pay for all purchases you charge to this Account, and all other charges mentioned below, according to the terms of this Agreement.

**Important Information About Opening An Account.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, street address, PO Boxes are not allowed under Federal law), date of birth and other information (Including Social Security or Tax Payer Identification Number) that allows us to identify you. We may ask to see your driver's license or other identifying documents. ACCC collects and uses personal information about a person to share such information with ACCC so it and its affiliates may identify incidental or related services that may be of interest to the Applicant/Cardholder. However, we do not share account information with any other entity for any purpose.

**Payment and Finance Charge.** Statements will be sent monthly and your payment is due the 16th of each month. Payments received after the due date on your statement will be considered delinquent. Delinquent accounts will be assessed a late charge at a per billing period rate of 1.385% per month of the amount of past due invoices, or the maximum amount permitted under the law. You agree to pay any late charges and adjustment fees presented on a monthly statement. If your bank should fail to honor payment to ACCC, you agree to pay our returned funds fee (currently \$30.00) or the amount permitted by law. In addition, if your payment is dishonored or your account becomes delinquent, ACCC may require immediate and full payment of all outstanding amounts, as well as the return of your ACCC cards. ACCC neither sells nor warrants the goods or services obtained from the ACCC card vendors. ACCC is entitled to offset any amounts it may owe you against any claims it has against you.

**Disputed Billings.** Cardholder may notify ACCC of any disputes regarding charges or billings hereunder in writing, by telephone or by electronic means. Written communications relating to billing disputes must be sent to Multi Service Aviation at PO Box 13050, Overland Park, Kansas 66282-3050, by phone to 800-448-1254, or by e-mail to [avfuel@usbank.com](mailto:avfuel@usbank.com). Communications should include the Cardholder's and, if applicable, the Participant's name(s) and Account number(s), the dollar amount of any dispute or suspected error and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received in written form by ACCC within sixty (60) days from the last day of the billing cycle in which the disputed invoice was posted to the Account.

**Your Rights and Our Responsibilities After We Receive Your Written Notice.** We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including late charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any late charges related to any questioned amount. If the disputed invoice is found to be an accurate billing transaction, then payment will be due as set forth in this agreement. In addition, you may have to pay finance charges and you will have to make up the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone to whom we have reported you. And, we must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow the rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

**Change in Terms of Agreement.** U.S. Bank may change the terms of this Agreement at any time by giving Cardholder notice. If permitted by applicable law, such changes will apply to existing Account balances as well as future purchases. If Cardholder does not accept the changes, Cardholder must notify U.S. Bank in writing within twenty-five (25) days after the date of the notice that Cardholder refuses to accept the changes and elects to terminate this Agreement. Should Cardholder elect to terminate this Agreement pursuant to this Section, all outstanding Debt shall become due and payable by Cardholder to U.S. Bank and/or Multi Service Aviation, according to the terms of the existing Agreement. Cardholder will also be responsible for ensuring the destruction of all Cards.

**Notices.** Except with respect to notices relating to the status of individual Cards which may be established in writing between U.S. Bank and Cardholder or a Participant, all notices, requests and other communication provided for hereunder must be directed to Cardholder at the address on the Application and to Multi Service Aviation at PO Box 13050, Overland Park, KS 66282-3050. Unless otherwise specified herein, requests and other communication provided for hereunder must be in writing, postage prepaid, hand delivered or by any means approved by U.S. Bank. Either party may, by written notice to the other, change its notification address.

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**Lost or Stolen Card(s) or Compromised Account(s).** Cardholder shall immediately, upon receipt of such information, notify ACCC by either: 1) telephone at 800-448-1254; 2) in writing addressed to ACCC at PO Box 13050 Overland Park, KS 66282-3050; 3) via facsimile at 866-977-1310; or 4) by an agreed upon electronic means as to any lost or stolen Card(s) or information associated with the Account. Cardholder shall also immediately notify ACCC by either: 1) telephone at 800-448-1254; 2) in writing addressed to ACCC at PO Box 13050 Overland Park, KS 66282-3050; 3) via facsimile at 866-977-1310; or 4) by an agreed upon electronic means to cancel a Card or other Account access. After notification has been made to ACCC to cancel such Card(s) and/or Account access, use of such Card(s) and/or Account access are expressly prohibited, and the cancelled Card(s) must be immediately destroyed. Cardholder is liable for the unauthorized use of the Card until ACCC receives notification of the lost or stolen Card or to cancel the Account access. Cardholder shall be liable for any Debt incurred or arising by virtue of the use of a Card following receipt by ACCC of notice of such loss, theft, or request to cancel Account access. Cardholder liability will not exceed fifty U.S. Dollars (\$50.00) per Card once ACCC has been notified of the lost or stolen Card(s) and confirms that such transactions were, in fact, unauthorized. Cardholder agrees to assist ACCC in determining the facts, circumstances, and other pertinent information related to any loss, theft, or possible unauthorized use of the Card and/or Account and to comply with such procedures as may be required by ACCC in connection with ACCC's investigation. ACCC is not responsible for controlling the use of any Card(s), other than as specifically provided herein.

**Special Rules for Credit Card Purchases.** If you have a problem with the quality of property or services that you purchased with the Avfuel Card, and you have tried in good faith to correct the problem with the merchant, you may have the right to not pay the remaining amount due on the property or services. There are two limitations on this right: a) you must have made the purchase in your home state or, if not within your home state, then within 100 miles of your current mailing address and b) the purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant or if we mailed you the advertisement for the property or services.

**Agreement Term and Termination.** The validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of Minnesota (without giving effect to the conflict of law principles thereof) and applicable federal laws. ACCC may choose to pursue legal action against the cardholder in any state in which the cardholder does business or where jurisdiction may otherwise be proper. In the event of the current holder's breach or default under the terms of this Agreement, the cardholder acknowledges and agrees that ACCC may, in addition to all other rights, invoke any and all statutory or equitable lien rights or those of any participating merchants in connection with the enforcement of ACCC's right to payment under this Agreement. The cardholder will be liable to ACCC for all costs and expenses, including late charges, and reasonable attorneys' fees or other costs incurred by ACCC in enforcing its rights hereunder. Either you or ACCC may terminate this Agreement at any time. Once the Agreement is terminated, you must return to ACCC all cards in your possession or control. Payment in full of all outstanding amounts must be made upon termination.