

Advanced Reporting Tool for Visa Signature[®] BusinessOptionsSM Accounts

Terms and Conditions

This Agreement governs your use of the Service. The Service provides online access to information for the Account. Use of the Service is expressly conditioned on your and the Company's acceptance of this Agreement. By registering for and/or using the Service you acknowledge that you have read and agree to abide by the terms and conditions of this Agreement. Please read this Agreement carefully and print a copy of the Agreement for your records.

Definitions

"Account" means the Company's Visa Signature BusinessOptions credit card account with PNC Bank.

"Card" means the BusinessOptions credit card or credit cards issued by PNC Bank to the Company and Company's Employees to access the Account.

"Cardholder" means any Employee issued a Card.

"Checks" means convenience checks issued by PNC Bank to the Company and Company's Employees that access the Account.

"Company" means a corporation, limited liability company, limited partnership, limited liability partnership, partnership, sole proprietorship, organization or other entity in whose name an Account has been established.

"Employees" mean any and all employees, officers, directors and/or agents of the Company who have been authorized by the Company to use the Cards and Checks on Company's behalf for purchases and cash advances.

"Linked Sites" mean any web sites operated by third parties that may be contained in the Web Site.

"PNC Bank," "we," "us," and "our" mean PNC Bank, National Association and its successors and assigns.

"Program Administrator" means the Employee or Employees designated by the Company to manage the Account on behalf of the Company and authorized by the Company to use the Service.

"Service" means the Advanced Reporting Tool service.

"Web Site" means the web site used to register for, access and use the Service.

"You," "your," or "user" mean each person who is authorized by the Company to use the Service.

Acceptance of Agreement

By registering for and/or using the Service you and the Company acknowledge acceptance of this Agreement. The Agreement may be updated by us from time to time without notice. You can review the most current version of this Agreement at any time at www.pnc.com/advancedreporting. In addition, when using the Service you will be subject to any guidelines or rules applicable to the Service that may be posted from time to time on the Web Site.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) without prior notice.

Access to the Web Site

To use the Web Site you will need internet browser software which supports 256-bit encryption. The browser must have access to secured sites (HTTPS) and popups must be enabled. The Service currently supports Internet Explorer 11 and Firefox.

Note: Regular Microsoft updates are highly recommended. These updates contain security patches that are important to the continued secure operation of the Service. The Service may continue to function correctly on older versions of Internet Explorer, however, this cannot be guaranteed.

You will also need Adobe Reader to review statements in PDF format, if such statements are available. To read statements in PDF format, you will need to download Adobe Reader software into your browser. If you do not have Adobe you can download it from the following link:
<http://get.adobe.com/reader/>

No additional software is required for access. Information is not stored on your computer unless you specifically download it.

User Login and Password

You will need a user login ("User Login") and a password ("Password") to access the Service through the Web Site. After you choose a User Login and Password and we process your registration information, you may use the Web Site. You can change your Password on the Web Site at any time. You authorize us to follow any instructions entered through the Web Site using your User Login and Password.

Because your User Login and Password can be used to access Account and/or Card information, you should treat your User Login and Password with the same degree of care and secrecy that you use to protect other sensitive financial/personal data. You agree not to give your User Login or Password, or make them available, to any other person. You agree to NOTIFY US AT ONCE OF ANY BREACH OF SECURITY INVOLVING YOUR USER LOGIN OR PASSWORD, SUCH AS THE ACTUAL OR SUSPECTED MISUSE, LOSS, MISPLACEMENT OR UNAUTHORIZED DISCLOSURE OF YOUR USER LOGIN OR PASSWORD by calling PNC Bank Business Card Services at 877-459-9801.

You will be solely responsible for any transactions you make using the Web Site if you give or make available your User Name and Password to any other person. We will consider any information and/or instructions accompanied by your User Name and Password to have been made by you.

Account Access

We determine what information you will be able to access using the Service.

Program Administrator may use the Service to:

- View current balance, available credit, and activity, including pending transactions, for the Account and for each Card.
- Set or modify an Employee's spending limit and to deactivate a Card.
- Control an Employee's access to certain vendors, add cost allocation information, create custom reports, and to make payments or schedule recurring payments.
- Authorize Employees, on behalf of the Company, to use the Service.

An Employee may use the Service to view current balance, available spending limit, and activity, including pending transactions, for such Employee's Card. An Employee will not have access through the Service to view information about another Employee's Card or information about the Account. An Employee who is responsible for payment may use the Service to make payments or schedule recurring payments.

Account Information

Generally, Account information is updated once each day. However, when a user accesses information about a specific Card through the Web Site, Account information is automatically updated. While we attempt to provide accurate and up to date information, we do not guarantee the accuracy of the information presented. The accuracy of such information is sometimes subject to transmission of data from third parties.

The balance and available credit/spending limit shown on the Web Site may not be the current balance or available credit/spending limit. The information may differ from your records because it may not include transactions or payments in process, outstanding authorizations, outstanding convenience checks, or other items or because a daily update did not take place as scheduled.

The information on the Web Site is not intended to replace the periodic statement received by mail or other means. All of the transactions and disclosures will continue to appear on the periodic statement. Please refer to the periodic statement for complete information. Any discrepancies or disputes regarding the accuracy of such information must be addressed directly with us.

Electronic Payments

The Service may be used to make a payment on the Account. By making a payment using the Service, you represent and warrant that you are an authorized signer on the checking or savings account from which the funds are being drawn to make such payment and that the information you are providing us is true, current and complete.

When you authorize us to charge the checking or savings account to make a payment on the Account, there must be enough money in the checking or savings account to cover the payment. If our attempt to charge the checking or savings account is not successful because there are insufficient funds in the account or for any other reason, we may charge a returned payment fee to the Account in accordance with the Account agreement. We will, or will attempt to, reverse the credit made related to the returned item. You authorize us to reverse such credit where payment is returned.

You are responsible for obtaining copies from your bank of the terms and conditions that govern the checking or savings account from which you make electronic payments and for complying with them. You agree not to make any transfers from a checking or savings account in violation of the rules or regulations applicable to such account.

We reserve the right to select the method by which to debit the transfer of funds from the designated checking or savings account. By authorizing payment, you agree to be bound by the rules and regulations that govern the applicable funds transfer systems. Regardless of how we effectuate payment, you authorize PNC Bank or our service provider to debit the transfer of funds from the designated checking or savings account in order to make the payment or payments authorized by you.

We will use our best efforts to make all your transfers properly. However, we will incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances: (i) if, through no fault of PNC Bank, the checking or savings account does not

contain sufficient funds to complete the transaction; (ii) you have not provided us with the correct account information or other information necessary to complete the transaction; (iii) the checking or savings account is held at another financial institution and that institution refuses to honor the payment request; and/or (iv) circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

We will post and allocate payments to the Account in accordance with the Account agreement.

Request Employee Cards

If available through the Service, Program Administrator may request cards for employees, officers, directors and/or agents of the Company using the Web Site. Program Administrator must provide us with the name and last four digits of the social security number for the person for whom a card is being requested. We may also require additional information and/or documentation regarding such person in order to help the government fight the funding of terrorism and money laundering activities.

Activate Cards

If available through the Service, Program Administrator may activate a Card using the Web Site.

Change Employee Spending Limit

If available through the Service, Program Administrator may increase or decrease an Employee's spending limit using the Web Site. An Employee's spending limit may only be increased up to the maximum credit limit of the Account.

Deactivation of Cards

If available through the Service, Program Administrator may deactivate a Card using the Web Site. Upon deactivating a Card, unless the Card being deactivated was issued to a Program Administrator, access to the Service for that Cardholder will be automatically terminated. If a Program Administrator's Card is deactivated, access to the Service must be manually terminated through the Web Site or by calling PNC Bank Business Card Services at 877-459-9801.

Termination of Use

Use of the Service remains in effect until it is terminated by PNC Bank or the Company. The Program Administrator may terminate Company's use of the Service by calling PNC Bank Business Card Services at 877-459-9801. The Program Administrator may terminate an Employee's access to the Service either by manually terminating access through the Web Site, by calling PNC Bank Business Card Services at 877-459-9801, or by deactivating the Employee's Card.

If the Program Administrator terminates Company's use of the Service, any scheduled payments will be discontinued. If the Program Administrator terminates an Employee's access to the Service, any scheduled payments or recurring payments initiated by that Employee will continue until manually stopped by the Program Administrator through the Web Site or by calling PNC Bank Business Card Services at 877-459-9801.

We may terminate, at any time, access to the Service and Web Site, in whole or in part, for any reason

without prior notice.

Fees and Charges

PNC Bank may charge a fee to use the Service (“Advanced Reporting Tool Fee”). The Advanced Reporting Tool Fee is subject to change and PNC Bank reserves the right to impose additional charges, penalties or fees in connection with use of the Service at any time

You agree to be responsible for any telephone charges and/or Internet service fees incurred in accessing the Service through the Web Site.

Linked Sites

PNC Bank may establish links between the Web Site and one or more Linked Sites. Accessing any Linked Site is at your own risk. We are not a party to any agreements you enter with Linked Sites, and are not responsible for the content of those sites or the goods or services offered by such sites. The presence of Linked Sites on the Web Site does not constitute or imply our endorsement or approval of the Linked Sites, the operators of the Linked Sites or the contents of the Linked Sites.

Security

Although we use stringent security measures and take all reasonable steps to protect the Account, Card, and other personal or Company information, the Internet is a public network and we cannot guarantee that any information transmitted or transactions conducted via the Internet are absolutely secure or that a third party will not be able to access or intercept such payment information.

We do not tolerate fraud and reserve the right to take all reasonable measures to detect and prevent it. For security purposes, we may view, monitor, and record activity on this Web Site without notice or permission from you. Any information obtained by monitoring, viewing, or recording may be subject to review by law-enforcement organizations in connection with investigation or prosecution of possible criminal activity. We will also comply with all court orders involving requests for such information. Actual or attempted fraud or other unauthorized use of the Service may result in criminal and/or civil prosecution and immediate termination of your right to use the Service.

Your Conduct

While accessing the Web Site or otherwise using the Service, you agree not to:

1. Tamper with, hack, modify or otherwise corrupt the security, content or functionality of the Service;
2. Restrict or inhibit any other person from using and enjoying the Web Site or Service;
3. Post or transmit any information or software that contains a virus, worm, Trojan horse, or other harmful or disruptive component;
4. Engage in any illegal activity using or in connection with the Service or Web Site;
5. Copy, remove or alter any content, intellectual property, copyright, trademark or other proprietary notice or legend displayed on the Web Site or printed pages from the Web Site.

We reserve the right either to refuse to post, or to remove any information or materials, in whole or in part, that do not comply with these terms. We also reserve the right, in our sole discretion, to prohibit any user who violates these terms from using the Web Site and/or the Service. Such prohibition may occur without notice to the user.

Disclaimer of Warranties

YOU AND THE COMPANY EXPRESSLY UNDERSTAND AND AGREE THAT USE OF THE SERVICE, WEB SITE AND ALL INFORMATION AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE WEB SITE IS AT YOUR SOLE RISK. THE WEB SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE, WEB SITE AND ALL INFORMATION AND

OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE WEB SITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

WE MAKE NO WARRANTY THAT (i) THE SERVICE OR WEB SITE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE OR WEB SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR WEB SITE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY SERVICES, INFORMATION OR OTHER CONTENT OBTAINED BY YOU THROUGH THE SERVICE OR WEB SITE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR WEB SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU OR THE COMPANY FROM US THROUGH OR FROM THE SERVICE OR WEB SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

Limitation of Liability

YOU AND THE COMPANY AGREE THAT NEITHER PNC BANK NOR ANY PARTY INVOLVED IN CREATING OR DELIVERING THE SERVICE OR WEB SITE WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF PNC BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE OR WEB SITE; (ii) THE COST OF GETTING SUBSTITUTE GOODS OR SERVICES; (iii) ANY DATA, INFORMATION OR SERVICES OBTAINED OR RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE OR WEB SITE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE USING THE SERVICE OR WEB SITE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE OR WEB SITE.

Indemnification

You and the Company agree to protect and fully compensate PNC Bank from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from you or the Company's use of the Service, any violation of this Agreement or infringement of any intellectual property or other right of anyone.

Disputes

In the event of a dispute regarding the Service, you, the Company and PNC Bank agree to resolve the dispute by looking to this Agreement. You and the Company agree that this Agreement is the complete and exclusive statement of the agreement between you, the Company and PNC Bank regarding the Service, which supersedes any proposal or prior agreement, oral or written, and any other communications between you, the Company and PNC Bank relating to the subject matter of this Agreement. If there is a conflict between what an employee of PNC Bank says and the terms of this Agreement, the terms of this Agreement will prevail.

Assignment

You may not assign this Agreement to any other party.

No Waiver

PNC Bank will not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by PNC Bank. No delay or omission on the part of PNC Bank in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions

The captions of sections in this Agreement are for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement.

Severability

If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability will not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction.

Governing Law

This Agreement is governed by (i) federal laws and regulations and (ii) the laws of the State of Delaware to the extent Delaware laws are not preempted by federal laws or regulations and without regard to conflict of law principles. If a court decides not to enforce a part of this Agreement, this Agreement will then read as if the unenforceable or invalid part were not there.

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