



BUSINESS CREDIT CARD AGREEMENT – MIN

In this agreement, the words “you” and “your” mean each and all of those who agree to be bound by this agreement; “card” means the credit card and any duplicates, renewals, or substitutions the Credit Union issues to you; “account” means your credit card line of credit account with the credit union, and “credit union” means the credit union whose name appears on this Agreement or anyone to whom the credit union transfers this Agreement.

1. *Using your account.* If you are approved for an account, the credit union will establish a self-replenishing line of credit for you and notify you of its amount when we issue the card. You agree not to let the balance exceed this approved credit line. Each payment you make on the account will restore your credit line by the amount of the payment which is applied to principal. You may request an increase in your credit line which must be approved by the credit union. By giving you written notice the credit union may reduce your credit line from time to time, or with good cause, revoke your card and terminate this agreement. Good cause includes your failure to comply with this agreement, or our adverse reevaluation of your creditworthiness. You may also terminate this agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon our request and /or upon termination of this agreement.

2. *Using your card:* You may use your card to make purchases from merchants and others who accept credit cards. In addition, you may obtain cash advances from the credit union and from other financial institutions that accept credit cards, and from some automated teller machines (ATMs). (Not all ATMs accept credit cards.) To obtain cash advances from an ATM, you must use the personal identification number (PIN) that is issued to you for use with your card. You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law.

Business Use. This is a business use credit card and is to be used only for business and commercial purposes. It is not to be used for family, personal or household reasons and should not be so used. You may qualify for a consumer credit card and you may apply for a separate card.

3. *Responsibility.* You agree to pay all charges (purchases and cash advances) to your account that are made by you or anyone whom you authorize to use your account. You also agree to pay all finance charges and other charges added to your account under the terms of this agreement or another agreement you made with the credit union. If this is a joint account, section 17 below also applies to your account.

4. *Finance charges.* In order to avoid a finance charge on purchases made since your last statement date, you must pay the Total New Balance shown on your statement within 25 days of the statement closing date. A finance charge (interest) will be imposed on cash advances from the date of the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later. The finance charge for a billing cycle is computed by applying the daily periodic rate to the number of days in the billing cycle times the average daily balance of your account subject to FINANCE CHARGES. The rate is based on your creditworthiness, please ask us for the rate you qualify for. The principal balances of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of any Previous Balances, reduced by payments you make and credits we apply, and increased by purchases and cash advances you make or authorize us to make and debit adjustments we make during the statement period. The daily principal balances are totaled, and divided by the number of days in the statement period to produce an average daily balance

for purchases and cash advances to which the periodic rate is then applied. On a periodic basis, not less than annually, not more than quarterly, we will re-evaluate your creditworthiness. This re-evaluation may result in a change in your Annual Percentage Rate. If this occurs you will be notified by a statement message contained on your monthly credit card statement.

5. *Other charges.* The following other charges (fees) will be added to your account, as applicable:

- Annual fees - none
- Late payment fee - \$25.00
- Return check fee - \$25.00
- Replacement or additional card fee - \$25.00
- Overlimit fee - \$25.00 per item
- Collection cost fee: To the extent permitted by law, you will also be required to pay the credit union's reasonable collection expenses, including court costs and attorney fees.
- Photocopy request fee – \$4.00
- Documentary evidence of a transaction - \$15.00 per hour research fee

6. *Payments.* Each month you must pay each month you must pay a minimum payment amount. The minimum payment is calculated as the sum of the following items (a) through (c): (a) Any scheduled payment from a previous billing cycle which has not been paid (past due); (b) 2% of the New Balance as shown on your current billing statement; (c) any amount of the New Balance which exceeds your credit limit (over limit). NOTE: If the sum of (a) through (b) above is less than \$10.00, a minimum of \$10.00 will be due. However, if the new Balance shown on your on your monthly statement is less than \$10.00, the entire New Balance will be due. If the minimum payment computed, as above, is not an even dollar amount, the minimum payment due may be rounded to the next highest dollar. You may pay more frequently. The credit union also has the right to demand immediate payment of any amount by which you are over your credit limit.

7. *Payment allocation.* Subject to applicable law, your payments may be applied to what you owe the credit union in any manner the credit union chooses.

8. **Security interest: IMPORTANT LIEN INFORMATION (12 CFR §226.12(d)(2))** You grant us by consent, a security interest in all individual and joint accounts you have with us now and in the future to secure your credit card account. You authorize us to apply any or all funds on deposit with us to pay amounts due under this agreement should you default.

9. *Default.* You will be in default if you fail to make any payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that the credit union believes may substantially reduce your ability to repay what you owe. When you are in default, the credit union has the right to demand immediate payment of your full account balance if you default subject to our giving you any notice required by law. A default is not only a default pursuant to this agreement but to any obligations you owe the Credit Union. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney fees.

10. *Liability for unauthorized use-lost/stolen card notification.* You agree to notify us immediately by calling us at 1.800.462-5000 of

the loss, theft, or unauthorized use of your credit card. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your credit card, unless you are grossly negligent in the handling of your card. In any case, your liability will not exceed \$50.

11. *Credit information.* You authorize the credit union to investigate your credit standing when opening or reviewing your account. You authorize the credit union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing.
12. *Returns and adjustments.* Merchants and others who honor your card may give credit for returns or adjustments, and they will do so by sending the credit union a credit slip or notification which will be posted to your account. If your credits and payments exceed what you owe the credit union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six (6) months.
13. *Foreign transactions.* Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The conversion rate to dollars will be determined in accordance with operating regulations established by the Credit Card Processor. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by 1%. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
14. *Merchant disputes.* The credit union is not responsible for the refusal of any merchant or financial institution to honor your card.
15. *Joint accounts.* If this is a joint account, each person on the account must sign the agreement (by signing on the application). Each of you will be individually and jointly responsible for paying all amounts owed under this agreement. This means that the credit union can require any one of you individually to repay the entire amount made under this agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the account and the termination will be effective as to all of you.
16. *Effect of agreement.* This agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms. We may amend this agreement from time to time by sending you the advance notice required by law. Your use of the card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions.
17. *No waiver.* The credit union can delay enforcing any of its rights any number of times without losing them.
18. *Statements and notices.* Statements and notices will be mailed to you at the most recent address you have given the credit union. Notice sent to any one of you will be considered notice to all.
19. *Final expression.* This agreement is the final expression of the terms and conditions of this credit card line of credit between you and the credit union. This written agreement may not be contradicted by evidence of any alleged oral agreement.
20. *Copy received.* You acknowledge that you have received a copy of this agreement.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify us in case of errors or questions about your bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

Your rights and our responsibilities after we receive your written notice.

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (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 finance charges, and we can apply an 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 finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on 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 (10) 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 we reported you to. 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 these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special rule for credit card purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two (2) limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within one hundred (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.

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(GENERIC)