



## BUSINESS CREDIT CARD AGREEMENT AND DISCLOSURE

Effective September 1, 2021

This Business Credit Card Agreement ("Agreement") is your contract with us. This Agreement includes this document, any letter, card carrier, card insert, addenda, Account Opening Disclosure, or any other document accompanying this Agreement, any application that you signed or submitted to the Credit Union, and any notification of changes to this Agreement. Any amendments to this Agreement are also part of this Agreement. **Please read all parts of this Agreement and keep it for your records.**

The following definitions apply to this Agreement:

- The words "you", "your" and "organization" mean (1) the business on whose behalf the related First Entertainment Credit Union credit application or other written document (including an electronic record) that you signed or otherwise submitted for this Account; and (2) each and every person who signed the credit application.
- The words "we", "our", "us" and "Credit Union" mean First Entertainment Credit Union or anyone to whom the Credit Union transfers this Agreement.
- The word "card" means the Visa business credit card you receive from the Credit Union and any duplicates, renewals, or substitutions the Credit Union issues to you.
- The word "Account" means the credit card line of credit Account the Credit Union approves for you that is subject to this Agreement.
- The term "Account Balance" means all authorized charges, plus any finance charges assessed on your Account, plus any other fees and charges which you owe to us under the terms of this Agreement.
- The term "Authorized User" means (1) in the case of a corporation, partnership, or limited liability entity, those individuals authorized and required to sign the credit application; (2) in the case of a sole proprietorship, the owner(s); or (3) those other individuals designated in the credit application as authorized to use cards and obtain advances. Such individuals must agree to execute other forms of signature identification as may be required by us.

**1. PERSONS BOUND.** By signing (in ink, electronically or digitally) any business loan application stating your agreement to be bound by this Agreement or by using the card or Account we issue to you, or by authorizing an employee to use the card or Account we issue to you, you agree to be bound by the terms of this Agreement. If you are an officer or owner obtaining an Account for your organization, you agree to the terms of this Agreement in your personal capacity as well as your capacity as an officer or owner authorized to bind the organization to this Agreement.

**2. SECURITY INTEREST/RIGHT OF SETOFF.** You grant us a contractual security interest in, and hereby assign, convey, deliver, pledge and transfer to us all your right, title and interest in and to your Credit Union accounts, if any, with us (whether savings, business checking, money market, or some other account), including without limitation, all accounts you may open in the future. You authorize us, to the extent permitted by applicable law, to set off all sums owing pursuant to this Agreement against any and all such accounts and, at our option, to administratively freeze all such accounts to allow us to protect our setoff rights provided in this paragraph.

**3. USING YOUR CARD AND/OR ACCOUNT.** If you are approved for an Account, the Credit Union will establish a line of credit for you. The amount of your credit limit is set forth in the Account Opening Disclosure accompanying this Agreement. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus other charges) that you will have outstanding on your Account at any time. If you exceed your credit limit, you must pay the amount you are over your limit plus any fees and unpaid finance charges before payments will begin to restore your credit limit. In addition, a fee may be imposed for exceeding your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union may increase or decrease your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law. If you object to any credit limit increase, you must notify us immediately. Only a Program Administrator (defined in Section 7 below) may request changes to the credit limit, which may be requested orally, in writing, or electronically, but any such request must be approved by us. If your credit limit is increased, you are immediately responsible for the new credit limit and any increase in the Account Balance even when it differs from an amount previously agreed to orally or in writing.

You may use your card to make purchases from merchants and others who accept your card. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your card, even if you have enough available credit on your Account. If we detect unusual or suspicious activity, we may suspend your credit

privileges. We may also limit the number of transactions approved per day. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. In addition, the Credit Union may permit you to obtain cash advances from the Credit Union, from other financial institutions that accept your card or select merchants participating in the Visa program, and from some automated teller machines (ATMs) that provide access to the Visa system. (Not all merchants or ATMs provide such access.) If the Credit Union authorizes ATM transactions with your card, it will issue you a personal identification number (PIN). To obtain cash advances from an ATM, you must use the PIN that is issued to you for use with your card. Finally, you may use your Account to transfer balances from other creditors, provided that we approve your request.

If you are permitted to obtain cash advances on your Account, we may from time to time issue convenience checks to you that may be drawn on your Account. Convenience checks may not be used to make a payment on your Account Balance. If you use a convenience check it will be posted to your Account as a cash advance. The Credit Union will charge interest beginning as of the date the Credit Union receives the convenience check. You cannot avoid paying interest on convenience check transactions. Any special rules applicable to credit card purchases described in this Agreement or any other features pertaining to card purchases do not apply to convenience checks. We reserve the right to refuse to pay a convenience check drawn on your Account for any reason and such refusal shall not constitute wrongful dishonor.

You may request that we stop the payment of a convenience check drawn on your Account. You agree to pay any fee imposed to stop a payment on a convenience check issued on your Account. You may make a stop payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentment of the check for payment to give us a reasonable opportunity to act on your request. In addition, your request must accurately describe the check including the exact account number, the payee, any check number that may be applicable, and the exact amount of the check. You may make a stop payment request orally but such a request will expire after 14 days unless you confirm your request in writing within that time. Written stop payment orders are effective only for six (6) months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed. We are not required to notify you when a stop payment order expires. If we re-credit your Account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft and to assist us in any legal action. You agree to indemnify and hold us harmless from all costs and expenses, including attorney's fees, damages, or claims, related to our honoring your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to us or the giving of inadequate time to act upon a stop payment request.

We are not required to honor a convenience check that will cause you to exceed your credit limit. We will not honor a convenience check if at the time that it is presented: (i) you are in default or we have suspended, terminated, or canceled your Account; (ii) the convenience check is not in the form we have issued to you; (iii) your signature or the payee's name or endorsement is missing on the convenience check or the convenience check appears altered; or (iv) your convenience check is postdated.

Certain merchants may inform you of their intent to convert your convenience check payment to an electronic ACH debit. For mailed payments, this notification will be provided at the time you receive a bill. For payments made in person, this notification will be provided at the time payment is made. You understand and agree that convenience checks are ineligible for conversion to an ACH debit and if presented by a merchant to us for payment, we are required to reject and return the entry. Using convenience checks for payments to merchants who have notified you of their intent to convert your check to an ACH debit may result in merchant returned item fees and/or late charges. You further understand and agree that you may not attempt to authorize a one-time advance from your Account via ACH by providing check information (such as the routing, account, and serial numbers) to a merchant or other payee in person, via the Internet or by telephone for the purpose of having such merchant or other payee electronically initiate a funds transfer. The Credit Union will not be liable for any fees you incur as a result of the Credit Union's failure to honor a convenience check that is converted to an ACH debit.

The Credit Union will charge you a Returned Convenience Check Fee of \$35.00 per returned check which will be billed to your Account if a convenience check(s) cannot be paid. The Credit Union may decline to honor such convenience checks if, for example:

- The amount of the convenience check would cause you to exceed your cash advance credit limit;
- You are in default;
- You did not comply with the instructions included with the convenience check;
- The convenience check appears altered or is missing information;
- The convenience check was used by someone other than the person to whom the convenience check was sent;
- The card has expired or was revoked;
- Your Account is closed or suspended; or
- The convenience check was converted to an ACH transaction.

Your periodic statement will show you an itemization of the convenience checks posted to your Account during the billing cycle. Convenience checks paid by the Credit Union will not be returned to you with your periodic statement.

**4. STATEMENT OF BUSINESS PURPOSE.** You agree that you have represented to us that you are obtaining your Account for business purposes only and that all purchases, cash advances, balance transfers, use of any convenience checks issued on your Account and any other use of your Account will only be for a business purpose. You agree that you will never use your Account for any personal, household or family purposes. We may close your account if we learn that you are using it for personal, household, or family purposes.

**5. UNLAWFUL TRANSACTIONS.** Your card or Account may not be used directly or indirectly in a manner that would constitute a crime under local, state, or federal law, or in any illegal activity, including without limitations (1) any "racketeering activity" as defined in 18 U.S.C. §1961, or (2) any gambling, gaming, betting, or similar activity or transaction. Further, you may not use your card or Account for purchase of any goods or services on the Internet that involve gambling, gaming, betting, or any similar transaction or activity. Such transactions include, but are not limited to, any quasi-cash or online gambling transactions, any electronic commerce transactions conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or checks, or off-track betting or wagering. Display of a payment card logo by an online merchant does not mean that internet gambling or other transactions are legal in the jurisdiction in which you are located. However, in the event that a charge or transaction described in this paragraph is approved and processed, you will still be responsible for such charges. If you use your card or Account directly or indirectly in an unlawful manner you understand that your Account may be declared in default and that we may exercise any rights available to us, including, but not limited to, accelerating your Account Balance and demanding immediate payment thereof. If you are permitted to obtain cash advances on your Account, you may also use your card to purchase instruments and engage in transactions that we consider the equivalent of cash. Such transactions will be posted to your Account as a cash advance including, but not limited to, wire transactions, money orders, bets, lottery tickets, and casino gaming chips, as applicable. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

**6. RESPONSIBILITY.** You agree to pay all charges (purchases, cash advances, balance transfers, use of convenience checks, and any other charge) 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. Your agreement to repay us extends to the use of your Account by you and other persons you permit to use your Account, even if that person exceeds your permission. You cannot disclaim responsibility by notifying us, although we will close the Account if you request. The organization is liable on this Agreement. This means that we may require the organization to pay all the amounts due under this Agreement, including credit advances made by any authorized user, even if it exceeds the authorized credit limit.

**7. PROGRAM ADMINISTRATOR.** You agree that each individual who signs the credit application (each an authorized "Program Administrator") will actively manage this Account and any services obtained in connection with this Agreement. You agree and acknowledge that we may rely on all instructions and information we receive from each Program Administrator regarding the Account and any services obtained under this Agreement. The Program Administrator's responsibilities include the following: (i) making authorized users aware that advances from the Account are for business use only; (ii) ensuring timely payments; (iii) notifying us immediately, and confirming in writing within two (2) days, if an authorized user's authority to take advances on the Account has been or will be revoked (because of a termination of employment or for any other reason); (iv) using reasonable efforts to collect and dispose of cards, convenience checks and other access devices from authorized users when authority to generate advances is revoked; and (v) at our request, notifying us of an authorized user's last known address and telephone number.

**8. ANNUAL PERCENTAGE RATE.** The Annual Percentage Rates applicable to purchases, cash advances, and balance transfers are disclosed in the Account Opening Disclosure that accompanies this Agreement. Any penalty rate that may be imposed is also disclosed in the Account Opening Disclosure. These rates may be either fixed or variable as disclosed in the Account Opening Disclosure accompanying this Agreement. If the rate for your account is fixed, the rate charged on purchases, cash advances, balance transfers, and any penalty rate will be fixed and will not vary from month to month unless we notify you in advance that the rate will change. If the rate for your account is variable, as indicated in the accompanying Account Opening Disclosure, the rate charged on purchases, cash advances, balance transfers and any penalty rate may increase or decrease monthly on the first day of the billing cycle (referred to as "Adjustment Dates") as disclosed in the Account Opening Disclosure accompanying this Agreement. Any such change will be based on an increase or decrease in the "Prime Rate" as published in the "Money Rates" section of the print edition of the Wall Street Journal (the "Index"). In the event that the Index set forth in the Account Opening Disclosure ceases to be published, changes in the Annual Percentage Rate will be related to a comparable Index and we will inform you on your billing statement or through a separate notice. We may waive an increase in the Annual Percentage Rate when such an increase can be

made, but such a waiver shall not be construed as a waiver of our right to increase the Annual Percentage Rate at a future date when entitled to do so. If the rate for your Account is variable, the Index in effect on the first day of the month that is one (1) month prior to the Adjustment Date shall be used to calculate the Annual Percentage Rate change effective on the Adjustment Date. For example, the Index in effect on February 1 shall be used to calculate the Annual Percentage Rate change effective in March.

The initial rate on your account for certain types of transactions may be an introductory discounted rate (Introductory Rate) that is lower than the rate that would ordinarily apply for that type of transaction. If an Introductory Rate applies to your account, the rates, and the period of time it will be effective is shown in the Account Opening Disclosure accompanying this Agreement. After the Introductory Rate period expires, the Annual Percentage Rate will automatically increase to the rates that would ordinarily apply for that type of transaction based on the terms of this Agreement. We may also offer you a promotional Annual Percentage Rate for all or any part of your Account Balance, balance transfer, or future transactions. The period of time for which the promotional Annual Percentage Rate applies may be limited. Any applicable promotional Annual Percentage Rate, the corresponding periodic rates, and the period of time during which they are in effect will appear on the offer. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

**9. FINANCE CHARGE CALCULATION METHOD FOR PURCHASES.** New purchases posted to your Account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero or credit balance at the beginning of that billing cycle or you paid the entire New Balance on the previous cycle's billing statement by the Payment Due Date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to your Account. To avoid an additional finance charge on the balance of purchases, you must pay the entire New Balance on the billing statement by the Payment Due Date of that statement. If you fail to pay the entire New Balance in full by the Payment Due Date in a particular billing cycle, you will not have a grace period on purchases again until you pay the entire New Balance in full by the Payment Due Date two (2) billing cycles in a row. The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the periodic rate to the average daily balance of purchases. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of purchases. Then, we add all the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases.

**10. FINANCE CHARGE CALCULATION METHOD FOR CASH ADVANCES.** A finance charge begins to accrue on cash advances from the date you get 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. For cash advances, the finance charge is computed by applying the periodic rate to the average daily balance of cash advances. To get the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. Then, we add all the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances.

**11. OTHER CHARGES.** In addition to the Annual Percentage Rate, additional fees may be imposed on your Account. The amount and description of these fees are disclosed in the Account Opening Disclosure accompanying this Agreement.

**12. PAYMENTS.** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than twenty-five (25) days from the statement closing date, whichever is later. If your statement says the payment is "Now Due," your payment is due no later than twenty-five (25) days from the statement closing date. All payments must be made in U.S. dollars and if made by a negotiable instrument such as a check or money order, must be in a form acceptable to us and drawn on a U.S. financial institution. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment for your Account is shown in the Account Opening Disclosure accompanying this Agreement. In addition to the minimum payment, you must also pay, by the date specified above, the amount of any prior minimum payment(s) that you have not made, all outstanding unpaid fees and charges, and any amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit. Subject to applicable law, your payments may be applied to what you owe to the Credit Union in any manner the Credit Union chooses. We may accept checks marked "payment in full" or with words of similar effect without losing any of our rights to collect the full balance of your Account with us.

**13. PREPAYMENT OR IRREGULAR PAYMENTS.** Though you need only pay the minimum payment due, you understand that you have the right to repay your Account Balance at any time without penalty. You also understand and agree that you will only be charged finance charges to the day you repay your entire Account

Balance. You may make larger payments without penalty and this may reduce the total amount of finance charges that you will repay. If you pay more than the minimum payment due in any month and there is still a balance we will not advance your next payment due date(s). You understand and agree that any payment that (a) delays or (b) accelerates the repayment of your Account Balance will (a) increase or (b) decrease your monthly periodic finance charge.

**14. PAYMENTS BY AUTOMATIC TRANSFER.** You may authorize us to automatically transfer the minimum payment due from your Credit Union savings and checking account by setting up such payments in Digital Banking. If you request payment by automatic transfer, you understand and agree that no payment can or will be made if there are insufficient or uncollected funds in the designated savings or checking account to make the scheduled payment. Should this event occur, you understand and agree that you will not be released from making the payment. Any automatic transfer you have requested will remain in effect until you cancel it in writing or the Account Balance is paid in full. To stop a payment by automatic transfer, you may log into Digital Banking to cancel automatic payments. Your cancellation must be received by First Entertainment Credit Union at least one (1) business day before the automatic payment is scheduled to occur. We may cancel this service at our discretion.

**15. FOREIGN TRANSACTIONS.** If you make a purchase or obtain a cash advance in a foreign currency, the transaction will be debited from your Account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or the cardholder statement posting date. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, you are responsible for the difference.

**16. COLLECTION COSTS.** You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorney's fees, as permitted by applicable state law.

**17. DEFAULT.** You will be in default if:

- You do not pay at least the minimum payment due or other required payment by the due date;
- You have a returned payment;
- You do not honor any of the terms of this Agreement;
- You make any false or misleading statements in any credit application or credit update;
- A material change occurs in your ownerships or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held);
- You liquidate or dissolve, or enter into any consolidation, merger, partnership, or joint venture;
- You sell any assets except in the ordinary course of your business as now conducted, or sell, lease, assign, or transfer any substantial part of your business or fixed assets or any property or other assets necessary for the continuance of your business as now conducted including, without limitations, the selling of any property or other assets accompanied by the leasing back of the same;
- You cease doing business, become insolvent, a receiver is appointed for all or any part of your property, you make an assignment for the benefit of creditors, or any proceeding is commenced either by you or against you under bankruptcy or insolvency laws or any other law or laws relating to debtors;
- You make any unlawful or gambling transactions using your Account;
- Any guaranty of your indebtedness to us, whether related or unrelated to your Account, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is connected in a judicial proceeding; or any Guarantor denies that he/she/it has any further liability under such guaranty; or any Guarantor defaults in any provision of any guaranty, or any financial information provided by any Guarantor is false or misleading;
- You or any Guarantor dies (whether on your Account or any unrelated amount owed to us by you); if you are a sole proprietorship, the owner dies; if you are a partnership, any general or managing partner dies; if you are a corporation, any principal officer or ten percent (10.00%) or greater shareholder dies; if you are a limited liability company, any managing member dies; if you are any other form of business entity (any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies.
- Any creditor tries to take any of your property on or in which we have a lien or security interest, whether related or unrelated to your Account, including a garnishment of any of your accounts with us;
- A judgment(s) is entered against you or any Guarantor(s) (whether on your Account or any unrelated amount owed to us by you) in the aggregate amount of \$250.00 or more that is not satisfied within thirty (30) days or stayed pending appeal;
- An adverse change occurs in your financial condition or applicable credit histories;
- We in good faith deem ourselves insecure; or

- You are in default under any agreement for borrowed money or any other material contract.

**18. OUR RIGHTS IF YOU DEFAULT.** If any of the events listed above occurs, we may temporarily or permanently suspend any and all Account and card privileges and/or we may demand immediate payment of the Account Balance. If immediate payment is demanded, you agree to continue paying finance charges, at the applicable Annual Percentage Rate, until the Account Balance has been paid, and any shares that were given as security for your Account may be applied towards what you owe.

**19. CHANGING OR TERMINATING YOUR ACCOUNT.** Account and Agreement terms are not guaranteed for any period of time. The Credit Union may change the terms of this Agreement and any attached Account Opening Disclosure from time to time. This means we can change rates and fees that apply to your Account, as well as other terms and conditions of this Agreement. It also means we can add, remove, replace, or modify provisions of this Agreement. Notice of any change will be given in accordance with applicable law. If permitted by law, the change will apply to your existing Account Balance as well as to future transactions. We may cancel your current card and issue you a substitute card at any time.

Either you or the Credit Union may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account Balance. Finance charges at the Annual Percentage Rate as permitted under this Agreement will continue to accrue until you repay your entire Account Balance. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized.

The card or cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all cards upon request or upon termination of this Agreement whether by you or the Credit Union. The Credit Union has the right to require you to pay your full Account Balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union.

**20. CHANGING OR TERMINATING AUTHORIZED USERS.** Upon your request, we may issue additional cards for authorized users that you designate. You must notify us in writing of any termination of an authorized user's right to access your Account. Your letter must include the name of the authorized user and your account number and/or any subaccount number issued to the authorized user along with the authorized user's card and any convenience or other checks issued to the authorized user. If you cannot return the authorized user's card or convenience checks and if you request your Account to be closed, we will close your Account and you may apply for a new Account.

**21. GUARANTY.** Each guarantor, jointly and severally, unconditionally guarantees payment of, and agrees to pay to our order upon demand, all present and future obligations at any time outstanding under the Account pursuant to this Agreement or any extension, renewal, or modification hereof.

The obligations under this guaranty are independent, and each Guarantor agrees as follows: (1) we may obtain consumer credit reports on and provide information to others regarding such Guarantor; (2) such Guarantor will pay all our expenses, including our attorney's fees, that we incur in enforcing all obligations of this Agreement including this guaranty; and (3) such Guarantor hereby grants us a security interest in all deposit accounts that such Guarantor may maintain with us (excluding IRAs, and certain trust accounts). This is a guaranty of payment and performance and not of collection.

To the extent permitted by law, each Guarantor waives: (1) any right to require us to proceed against any other person associated with the Account; (2) any right to require us to proceed against or exhaust any security held by us at any time or to pursue any other remedy before proceeding against such Guarantor; (3) all notices of any kind or the lack of any notice, including, notice of any new or additional indebtedness, any modification of any obligation, or obligation or notice of any action or non-action on the part of you, us, any Guarantor, or any other person; (4) any defense based upon an election of remedies by us; (5) any right or claim of right to cause a marshalling of your assets or any Guarantor; (6) any invalidity, irregularity, or unenforceability, in whole or in part, of this Agreement; and (7) any right or claim of right to agree to any modification of any obligation and any modifications of any of your obligations relating to this Account by operation of law or by action of any court, whether pursuant to the Bankruptcy Act, or any other federal or state debtor relief law.

**22. ACCOUNT USE BY AUTHORIZED USERS.** You must identify a person or persons, via a writing currently ON FILE WITH US to act as a program administrator on your Account ("Program Administrator"). If you are an entity, this writing must be in the form of an appropriate business resolution (e.g., a corporate resolution, if you are a corporation). A Program Administrator may request to add one (1) or more authorized users to the Account. If we approve such a request, use of the Account by an authorized user is subject to the terms of this Agreement.

A Program Administrator must:

- Obtain permission from each authorized user before naming him or her as an authorized user on your Account.
- Make a copy of this Agreement available to each authorized user.

- Upon termination of the employment of any employee to whom a card was issued, immediately notify us and destroy or return the card to us.
- Notify us to remove the authorized user from your Account. If we remove an authorized user, we may close your Account, open a new Account, and issue you a new card.

We may limit the number of authorized users on your Account. The Business and all Guarantor(s), if any, are responsible for:

- Any transactions made by an authorized user on your Account.
- Any transaction made by an authorized user even if the postdate shown on your periodic statement for that transaction occurs after the date you ask us to remove the authorized user from your Account.
- Any transactions made by others if an authorized user allows them to use your Account.
- Fees and charges resulting from any transactions made by an authorized user or others if an authorized user allows them to use your Account.

An Authorized User is permitted to do the following:

- Report lost or stolen cards;
- Initiate billing disputes;
- Change the billing address for your Accounts;
- Obtain Account information, such as transaction histories;
- Request periodic statement copies;
- Make Payments; and
- Request refund checks.

**23. ACCOUNT INFORMATION RIGHTS FOR AUTHORIZED USERS.** We are permitted to discuss your Account with an authorized user. This includes giving him or her access to your Account information and history. You understand and agree that an authorized user may use and receive information about the Account the same way you do. Any authorized user cannot add other authorized users, adjust the credit limit or close the Account; only a Program Administrator may do so.

**24. INFORMATION ABOUT AUTHORIZED USERS.** You agree to give us certain personal information about each authorized user. You must let each authorized user know that you will give us that information and you must have his or her permission to do so. You must have permission from each authorized user to allow us to share information about him or her as permitted by applicable law. This includes information we may obtain from you, any authorized user and others. It also includes information about their transactions on the Account.

**25. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION.** You may be liable for the unauthorized use of your card or Account. Notify us immediately, in writing or by telephone at the address or phone number included with this Agreement, if your card is lost, stolen or you suspect there has been unauthorized use of your card or Account. After we receive your notification, you will not be liable for any further unauthorized use of your card or Account.

**You will be liable for all unauthorized use** of your cards or Account before notification to us. Otherwise, your total liability to us will not exceed \$50.00 for any account and/or card transactions resulting from the loss, theft, or other unauthorized use of the Account and/or card that occurs prior to the time you give notice to us. Unauthorized use does not include use of a card by an authorized user in an unauthorized manner.

You agree that in the event of a lost, stolen, not received, counterfeited card, or fraudulent activity on your Account, you and all parties given access to the Account will complete an affidavit of forgery in a form approved by the Credit Union. You also agree to assist us in determining the facts, circumstances, and other pertinent information related to any loss, theft, or possible unauthorized use of your card, account number, or PIN and to comply with such other procedures as we may require in connection with our investigation.

Visa Operating Rules provide for Zero Liability for unauthorized transactions under certain conditions. This does not apply to transactions that are not processed through the Visa network. *These Zero Liability protections do not apply to transactions originating from your negligence and/or fraudulent use of your Card, or if you fail to timely notify us of any unauthorized use.*

**26. CREDIT REVIEW AND RELEASE OF INFORMATION.** You and each Guarantor (if any) authorize the Credit Union to obtain business and personal credit bureau reports in your and any Guarantor's name, respectively, at any time and from time to time. You and each Guarantor (if any) agree to submit current financial information, a new credit application, or both, in your name and in the name of each Guarantor, respectively, at any time promptly upon our request. Based on our review of this information, we may at any time and from time to time, at our sole discretion and subject to any applicable notice requirements, increase or decrease your credit limit, increase or decrease your Annual Percentage Rate, or terminate this Agreement, as permitted by applicable law. We may report our credit experiences with you and any Guarantor of your Account to third parties as permitted by law. You also agree that we may release information to comply with governmental reporting or legal process

which we believe may be required, whether or not such is in fact required, or when necessary or helpful in completing a transaction, or when investigating a loss or potential loss. **YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE CREDIT OBLIGATIONS HEREUNDER.** If your Account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your Account that is necessary to provide you with the requested service(s).

**27. RETURNS AND ADJUSTMENTS.** Merchants and others who honor your card may give credit for returns or adjustments. A merchant refund to your Account will post to your Account as a credit. We do not control when a merchant sends an account credit. We will choose how to apply the credit to your existing Account Balance. If a credit fails to post to your Account, you may request our help in having the credit applied to your Account by sending us a copy of the credit receipt issued by the merchant. You have the sole responsibility to obtain written proof of credit and to retain copies of credit receipts until the credit is properly applied 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 \$1.00 or more, it will be refunded upon your written request or automatically after six (6) months.

**28. ADDITIONAL BENEFITS/CARD ENHANCEMENTS.** The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance or a liability waiver program, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time. Any benefit, reward, service, or feature we offer may change or be discontinued at any time for any reason. Separate terms and conditions will describe any exceptions.

**29. 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.

**30. NO WAIVER.** The Credit Union can delay enforcing any of its rights any number of times without losing them.

**31. STATEMENTS AND NOTICES.** Your card or other Account activity will be reflected on your monthly periodic statement (Statement). We will send you a statement for each billing period in which transaction activity has occurred on your Account, and at least quarterly if no activity has occurred. Your statement will identify the merchant, electronic terminal, or financial institution at which transactions were made, but sales, cash advance, credit, or other receipts cannot be returned with your statement. You agree to retain the copy of such receipts furnished at the time of the transaction in order to reconcile your statement. Unless separate subaccounts have been set up under your Account for authorized users, statements and notices will be mailed or delivered electronically to you at the appropriate address you have given the Credit Union. You agree to notify us at least ten (10) days in advance of any change in address. Notice sent to any one person bound under this Agreement will be considered notice to all. If we have agreed to send statements for subaccounts under your Account that have been issued to authorized users, we will mail or electronically deliver statements to the appropriate address you have provided for that authorized user. You agree to notify us at least ten (10) days in advance of any change in address for an authorized user. You are responsible for payment of all amounts shown on a statement delivered to an authorized user. We consider a notice sent as soon as we mail it. We consider an electronic notice sent as soon as we email it, unless we receive notification that the email was undeliverable.

**32. NOTIFICATION OF BENEFICIAL OWNER INFORMATION OR CHANGE IN LEGAL STRUCTURE, OFFICERS OR OWNERS.** If you are an organization, you agree to notify us within ten (10) days of any change in your legal structure or any change in your officers or owners. You also agree to provide us with any information we request regarding beneficial owners of accounts and certify their accuracy upon request by us.

**33. SEVERABILITY AND FINAL EXPRESSION.** This Agreement is the final expression of the terms and conditions of your Account. This written Agreement may not be contradicted by evidence of any alleged oral agreement. Should any part of this Agreement be found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

**34. GOVERNING LAW.** This Agreement is governed by the laws of the state of California.

**35. ASSIGNMENT.** We may sell, transfer, or assign this Agreement and your Account to a third party at any time without notifying you. You may not sell, assign, or transfer your Account or any of your obligations under this Agreement.

**36. MEMBERSHIP REQUIREMENT.** You understand and agree that the organization must be and remain a member in good standing with us to be eligible for continuing Account and/or card privileges including future transactions. You understand and agree that we may suspend or close the Account and/or card privileges during any period in which the organization does not maintain its membership with us.

**37. UNFORESEEN CIRCUMSTANCES.** From time to time, our services might be unavailable due to



circumstances beyond our control, such as fires, floods, natural disasters, pandemics, systems failures, or other unpredictable events. When this happens, you may not be able to use your Card or obtain information about your Account. We are not responsible or liable if this happens.

**38. NOTIFICATION INFORMATION FOR REPORTING LOST, STOLEN AND UNAUTHORIZED USE OF CARD.** Notify us at once if your card has been lost or stolen or if you suspect that your card is being used without your permission at the following: Within the U.S. 888-800-3328 or International: 1-323-851-3673