

**d. Notices.** Unless provided otherwise, notice, when required under this Agreement, shall be sent by first class mail to the other party at the address set forth on the Business Visa Credit Card Application, for the Company, and at the address set forth on the most recent billing statement, for Credit Union. Company agrees to notify Credit Union promptly of any change in mailing address.

#### 14. BILLING ERRORS

If Company representatives think that a billing statement is wrong, or if the Company needs more information about a transaction on a statement, Company shall write to Credit Union as soon as possible on a separate sheet at the address listed on Company's statement or email to [reliant@reliantcu.com](mailto:reliant@reliantcu.com). Credit Union must receive notice of an error no later than 60 days after Credit Union sent or made available to Company the first statement on which the error or problem appeared. Company may telephone Credit Union, but doing so will not constitute notification. The notification should contain the following information:

- Company's name and account number (do not include account number if sending notification by email.)
- The dollar amount of the suspected error.
- Describe the error and explain why it is wrong. If Company needs more information, describe the questionable item.

If Company fails to notify Credit Union of an alleged error within 60 days of when Credit Union sent the statement on which the alleged error first appears, then such statement shall be deemed accurate and shall be binding on Company. Any loss sustained by Company that could have been prevented by prompt notification to Credit Union shall be borne by Company.

#### 15. DEFAULT

Company will be in default under this Agreement, and the full amount owed by Company to Credit Union under this Agreement shall, after 10 days written notice, become immediately due and payable, if any of the following occur:

- a.** Company fails to comply with any term or condition of this Agreement or fails to make any payment when due; or
- b.** Upon the death of a Guarantor of Company's obligations under this Agreement ("Guarantor"), or upon the death of a Company owner, if the Company is a sole proprietorship or partnership; or
- c.** Company or any Guarantor has made a false or misleading statement in the credit Application and/or in representations to Credit Union during the term of this Agreement; or

**d.** A judgment or tax lien should be filed against Company or any Guarantor or any attachment or garnishment should be issued against any of the property or rights of Company or any Guarantor, specifically including anyone starting an action or proceeding to seize any funds on deposit with Credit Union; or

**e.** Company or any Guarantor becomes the subject of a bankruptcy or insolvency proceeding; or

**f.** Credit Union believes, in good faith, that Company's ability to repay indebtedness hereunder is or soon will be impaired, time being of the essence.

#### 16. CREDIT INFORMATION/FINANCIAL STATEMENTS

Company authorizes Credit Union to investigate Company's credit standing when opening, renewing, or reviewing Company's account, and Company authorizes Credit Union to disclose information regarding the status and history of Company's account to credit bureaus and to others who inquire of Credit Union about Company's credit standing. Company will provide to Credit Union, at any time upon request, current financial statements, tax returns, and updated credit information.

#### 17. LOSS, THEFT, OR UNAUTHORIZED USE; LIMITATION ON LIABILITY

If Company or an Authorized User believes that a Card or Check has been lost, stolen, or used without authority, Credit Union must be immediately notified. Notification by telephone may be made by calling 800-724-9282; by email addressed to [reliant@reliantcu.com](mailto:reliant@reliantcu.com) (do not include account number if sending notification by email); or in person at any Credit Union branch location. Use without authority means the use of a Card by a person who does not have actual, implied or apparent authority for the use and from which the Company or an Authorized User receives no benefit. Company may be liable for any unauthorized use of a Card or Check. The Company will not be liable for unauthorized use of a Card that occurs after Credit Union is notified, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, the liability of the Company will not exceed \$50. This limit on liability does not apply to any charges made by an Authorized User; the Company shall be liable for charges made by an Authorized User that exceed or violate limits established by the Company or Credit Union for Card use and may seek to recover such charges from the Authorized User.

#### 18. LIABILITY FOR MULTIPLE CARDS

If Credit Union issues ten or more Cards to the Company, the limitation on liability in the preceding section will not apply, and Company agrees there is no limit on its liability for the losses related to any unauthorized use.

#### 19. AMENDMENTS

Credit Union may amend this Agreement from time to time by sending Company written notice. Amendments may apply to Company's existing account balances, as well as future transactions. Company may choose not to accept the amendments by ceasing to use the Cards and notifying Credit Union of termination of the credit line. Company remains obligated to pay off any remaining balance under the same terms provided in this Agreement. Changes to the terms of this Agreement and the Card account may be based upon information in a credit report of the Company or a Guarantor, competitive or market-related factors, and/or Company's payment history with Credit Union.

#### 20. GOVERNING LAW

This Agreement is governed by New York law except to the extent that Federal laws and regulations may apply.

#### 21. EFFECT OF AGREEMENT

Use of a Card constitutes acceptance of this Agreement. This Agreement is the contract governing all transactions on Company's Card account even though sale or credit slips signed by Authorized Users may contain different terms. The invalidity or unenforceability of any provision of this Agreement shall have no effect on or impair the validity of any other provision.

## Reliant Community Credit Union Business Visa Credit Card Account AGREEMENT AND DISCLOSURE

9/20

#### 1. INTRODUCTION

This Agreement provides the terms and conditions for Business VISA Credit Cards ("Card" or "Cards") issued by Reliant Community Federal Credit Union ("Credit Union") to a business or organization ("Company"). The Agreement also governs checks or other withdrawal mechanisms that may be used in connection with this account and which, upon use, create cash advances ("Checks").

#### 2. AUTHORIZED USERS

Company has requested, and Credit Union has agreed to issue to Company, Cards that will be designated for use by employees, officers or members of Company. Company will designate the individuals authorized by the Company to receive Cards ("Authorized Users"). Company will provide Credit Union with information identifying any Authorized Users, including name, address, date of birth and other identifying information Credit Union may request. Company shall communicate to each of the Authorized Users the extent of their authorization. The Company shall notify Credit Union of any change in, and any cancellation of charging privileges of, Authorized Users. Credit Union may renew an Authorized User's Card unless the Company provides notice to Credit Union not to renew at least 120 days prior to the scheduled expiration date.

#### 3. PURCHASES AND CASH ADVANCES

Authorized Users may use the Cards and/or the Card account number to purchase, rent or lease goods or to purchase services ("purchases") from persons who honor the Card. Company may also obtain loans ("cash advances") from any bank, credit union, or other financial institution that accepts the Card or by using Checks we may provide for that purpose. Checks may not be used to make payment on any Credit Union credit accounts. A Card or Check may not be used for an illegal transaction, such as unlawful gambling. Company shall advise Authorized Users of the restrictions pertaining to the use of the Cards.

#### 4. PROMISE TO PAY

The Company shall be liable for any and all charges made or authorized using Company's Card or Card account number and shall pay the same together with any finance charges and fees that may become due under this Agreement. The Company shall pay all costs and expenses arising from any collection efforts of Credit Union to recover amounts owed by Company under this Agreement, including reasonable attorney fees and disbursements.

**reliant**<sup>1</sup>  
CREDIT UNION

800-724-9282 | [reliantcu.com](http://reliantcu.com)

M-132066

## 5. CREDIT LINE

This Agreement will constitute a revolving line of credit for an amount which will be the credit limit under the Card account. The total amount of credit outstanding at any time, together with all charges Credit Union makes against the Card account as provided in this Agreement, must not be more than the credit limit, which will appear on each monthly statement. However, if the outstanding balance temporarily exceeds the credit limit, Company agrees to pay any overlimit fees and repay the excess immediately, even if Credit Union has not yet issued a bill. Obtaining excess credit does not increase the credit limit. Credit Union may increase or decrease the credit limit from time to time. Any increase or reduction of the credit limit will be shown on the monthly statement or by separate notice. Credit Union may also revoke the Cards and terminate this Agreement without notice. The Company may close the credit line at any time by notifying Credit Union in writing. If the Company terminates this Agreement or if Credit Union terminates or suspends Company's credit privileges, the provisions of this Agreement and the liability of the Company and guarantors shall otherwise remain in full force and effect until Company pays all sums due under this Agreement.

## 6. MINIMUM MONTHLY PAYMENT

Each month the Company must pay at least the Minimum Payment on the monthly statement within 25 days of the statement closing date. The minimum payment each month will be the sum of:

- 2.5% of the Total New Balance ("Total New Balance" is the previous balance minus payments and credits; plus purchases, cash advances, and any finance charges.)
- the amount of any past due payment(s)
- any overlimit amount(s)
- any late fee amount(s)

The minimum payment will be rounded up to the next whole dollar. The minimum payment will always be at least \$30.00 or the Total New Balance, whichever is smaller. No interest shall be earned or paid on amounts owed to the Company by Credit Union. We will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balance first. Payment in excess of the minimum payment will be applied first to the balance bearing the highest APR, and then to each successive balance bearing the next highest APR until the payment is exhausted. All payments will be credited to the account for the billing cycle in which payment is received. The Company may not make a Minimum Payment prior to the commencement of the billing cycle for which the payment is intended. The Company may pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and will reduce the finance charge by doing so. Credit Union can accept late payments or partial payments or checks or money orders marked "payment in full" or with words having a similar meaning without losing any of rights under this Agreement. In addition,

at any time the Total New Balance exceeds the credit limit, the Company must immediately pay the excess upon demand.

Company authorizes Credit Union to transfer funds from Company share account(s) to pay: 1) any monthly payment due on the Card account if the payment is not made by the payment due date, and/or 2) any amount of the Total New Balance which exceeds the credit limit.

## 7. SECURITY INTEREST

Company grants to Credit Union a purchase money security interest under the Uniform Commercial Code in any goods purchased through the Card account. If Company defaults, Credit Union will have the right to recover any of these goods which have not been paid for through application of payments in the manner described in the preceding Section. Except for real estate loans, collateral securing other loans with the Credit Union may also be used to secure the Card account. In addition, Company hereby grants to Credit Union a pledge and security interest in all Company accounts at Credit Union to secure Company's obligations under this Agreement. Company authorizes Credit Union, to the extent permitted by law, to apply the balance in these accounts to pay any amounts due under this Agreement when Company is in default under this Agreement.

## 8. MONTHLY STATEMENTS

Each month Credit Union will send a statement showing purchases, cash advances, payments, and credits made to the Card account during the billing cycle, as well as Total New Balance, any finance charge and any late charge or other charges. The statement also will identify the Minimum Monthly Payment for that billing period and the date it is due. Company agrees to retain, for statement verification, copies of transaction slips resulting from each purchase, each advance, and other transaction on the account. Unless Company notifies Credit Union of a billing error as described below, Company accepts the monthly statement as an accurate statement of the Card Account.

## 9. CIRCUMSTANCES UNDER WHICH A FINANCE CHARGE WILL BE IMPOSED

The total outstanding balance of purchases and cash advances in the Card account on the closing date of a billing cycle, including any finance charge, will be shown on the periodic statement for that billing cycle as the Total New Balance.

**a.** A finance charge will be imposed on cash advances from the date each cash advance is posted to the account. There is no time period within which to pay to avoid a finance charge on cash advances.

**b.** There is a 25 day grace period on the purchase balance and for new purchases if the Company pays the

Total New Balance for purchases by the Payment Due Date on the last statement. There is also a 25 day grace period for new purchases if there was no purchase balance on the last statement. The grace period starts on the statement closing date. If the Total New Balance for purchases is not paid by the end of the grace period, finance charge will be imposed on the unpaid purchase balance from the first day of the next billing cycle and on new purchases from the date they are posted to the account.

## 10. METHOD USED TO DETERMINE THE BALANCE ON WHICH THE FINANCE CHARGE MAY BE COMPUTED AND AMOUNT OF FINANCE CHARGE

The finance charge (or interest) is calculated at a monthly periodic rate determined by dividing the applicable Annual Percentage Rate (see below) by twelve (12). Separate average daily balances are calculated for purchases and cash advances. The finance charge is calculated by multiplying the average daily balances by the monthly periodic rate. To get each average daily balance, the daily balances for purchases and cash advances for the billing cycle are added and the totals are divided by the number of days in the cycle. To get the daily balance for cash advances, new cash advances are added to the day's beginning balance and payments and credits are subtracted. To get the daily balance for purchases, new purchases are added to the day's beginning balance and payments and credits are subtracted; however, new purchases are not added if the Total New Balance for purchases on the last statement was paid by the Payment Due Date or if there was no purchase balance on the last statement. Unpaid fees and finance charges from the prior month are added to and included in the calculation of the average daily balance. Finance charge will continue to accrue on the account until all obligations under this Agreement are paid in full.

## 11. ANNUAL PERCENTAGE RATE

The Annual Percentage Rate for purchases will be a variable rate that may change every three months; any change will occur during the months of January, April, July, and October on a date determined by Credit Union. The variable rate is the highest Prime Rate published in *The Wall Street Journal* during any day of the last week of the month preceding the current calendar quarter (Index) plus 4.89% (Spread). The rate will never be less than the Floor Rate of 10.00% APR, nor greater than the Ceiling Rate of 18.00% APR.

The Annual Percentage Rate for cash advances will be a fixed rate of 18.00%.

Credit Union reserves the right, at any time, to charge a lower rate for purchases or cash advances without losing any rights.

## 12. OTHER CHARGES

In addition to other rights under this Agreement, Credit

Union may impose the following fees and charges on the Card account:

**a. Late Fee.** A late fee will be charged each time the Company fails to make a required payment within 10 days after the Payment Due Date shown on the monthly statement to which the payment relates. If the Company fails to make a required payment by the next statement closing date, a late fee will be charged on each statement closing date thereafter without any grace period until the required payment is made.

**b. Overlimit Fee.** An overlimit fee will be charged for each month that the total amount of credit outstanding at any time, together with all charges Credit Union makes against the Card account as provided in this Agreement, exceed the credit limit.

**c. Returned Check Fee.** A returned check fee will be charged for each check submitted as payment on the Card account that is returned to Credit Union for insufficient funds or for any other reason.

**d. Insufficient Fund Fee.** An insufficient fund fee will be charged if a Company representative uses a Check and there is not enough availability under the credit limit to cover it.

For current fee schedule, visit [reliantcu.com](http://reliantcu.com).

## 13. CONDITIONS OF CARD USE

The use of Cards, Checks and the Card Account are subject to the following conditions:

**a. Ownership of Cards.** All Cards shall remain the property of Credit Union and may be cancelled or retained by Credit Union at any time for any reason, without notice. Any Card must be returned to Credit Union immediately according to instructions.

**b. Honoring the Card.** Neither Credit Union nor persons authorized to honor the Card will be liable for any failure or refusal to honor a Card or Check or for any retention of a Card by Credit Union, any other financial institution or any merchant. If a merchant agrees to give a refund or adjustment, Company agrees to accept a credit to the Card account in lieu of a cash refund.

**c. Foreign Transactions.** Purchases made in foreign currencies will be charged to the Card account in U.S. dollars. The exchange rate for international transactions will be a rate selected by Visa from the range of rates available in wholesale currency markets, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, which may not be the same date as the transaction date or posting date.