

Business Credit Card Agreement & Disclosure



In this Agreement the words "you" and "your" mean each and all of those persons who sign this Agreement, and in addition to them, all other persons who, with the authority of the company borrower hereunder, use the card. "Card" means the MasterCard credit card and any duplicates, substitutions, and renewals issued by the Credit Union. Everyone who receives, signs or uses a card issued under this agreement shall be liable for all amounts owing hereunder. "Account" means your MasterCard credit account or credit account with the Credit Union. "Credit Union" means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement. "We," "Us," and "Ours" means this Credit Union.

This Agreement is being entered into between the Credit Union and the corporation, company, partnership, proprietorship or other organization or entity ("Company") for the purpose of providing credit card services to the Company. This is not a consumer transaction, but the credit provided herein is for business purposes only. The Company's authorized guarantor(s) and signatures are on the application. Company's retention of credit cards and/or the use of the Account in any way means the Company agrees to all the terms on this agreement.

1. Responsibility. If we issue you a Card, you agree to repay all debts and the FINANCE CHARGE arising from the use of this Card and the Card account. The Company and all guarantors shall be responsible for charges made by anyone else to whom any Card is given to, and this responsibility continues until the Card is recovered or the account is closed. Neither the Company nor the guarantors may disclaim responsibility by notification to the Credit Union, but the account may be closed for new transactions if requested and upon return of all cards. Any person using the Card is jointly responsible with the Company and all guarantors for charges that he/she makes, if that person signs the card, he/she becomes a party to this Agreement. Any such person shall also be jointly responsible for all charges on the account, including all those of the Company and guarantors. Your obligation to pay the account balance continues even though an agreement, court judgement or change in the Company to which we are not a party, may direct you or one of the other persons responsible to pay the account. The Credit Union reserves the right to change the periodic rate(s) or otherwise amend this Agreement in accordance with fee schedules adopted by the Credit Union from time to time.

2. Lost Card Notification. If you believe the Card has been lost or stolen, you must immediately call the Credit Card Center at 800-449-7728.

3. Your Responsibility and Liability for Unauthorized Use. You will have no liability for unauthorized purchases made with your Credit Card. You may be liable for unauthorized use for cash advances at ATMs (Automatic Teller Machines) where as your liability shall not exceed the lesser of \$50.00 or the amount of the unauthorized use. If your Card is lost, stolen or if you are afraid someone used or may use your Card without your permission, you must notify the Credit Card Center 800-449-7728. If notice is given orally you will promptly confirm it in writing. The Credit Union may require you to provide us certain information in writing to help us investigate any unauthorized uses. Further, you agree to cooperate and assist us or any government or law enforcement agent or agency in investigating, collecting or pursuing any other rights (civil and criminal) relating to any unauthorized use. In this regard, you agree to file an appropriate police report when asked to do so.

4. Credit Line. If we approve your application, we 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 account balance exceed this approved Credit Line. If such credit limit is exceeded, the entire balance of your account or the amount over the credit limit may, at the Credit Union's option, become immediately due and payable on demand. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to the principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our credit committee or loan officer. We may reduce your Credit Line from time to time, or with good cause, revoke your card and terminate this Agreement. Good cause includes, but is not limited to, your failure to comply with this Agreement, or our adverse reevaluation of your creditworthiness. You may also terminate this Agreement at any time by providing us written notice, but termination by either of us does not affect your obligation to pay the account balance. The Card remains our property and you must recover and surrender to us all Cards upon our request and upon termination of this Agreement.

5. Credit information. You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing. The Company and all guarantors agree, upon request by the Credit Union, to provide updated financial information, in the form of financial statements, balance sheets, profit and loss, and other similar financial information which may from time to time be requested.

6. Monthly Payment. We will mail or electronically send you a statement in any month in which the Card has a debit or credit balance in excess of \$1.00. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce the FINANCE CHARGE by doing so. The Minimum Payment will be either (a) 6% of your Total New Balance, or \$25.00, whichever is greater, or (b) your Total New Balance if it is less than \$25.00 plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon demand. We will apply your minimum payments first to any fees; then to any credit insurance charges; then to any FINANCE CHARGES; then to previously billed cash advances; then to previously billed purchases; then to new cash advances; and then to new purchases. Payment amounts over or above the required minimum monthly payment, will be applied to the balances with the highest annual percentage rate.

7. Finance Charges. There is no FINANCE CHARGE on purchases if the New Balance is paid in full by the due date on the statement on which these purchases first appear. If not so paid, the New Balance of Purchases, and subsequent purchases from the date they are posted to your account, will be subject to FINANCE CHARGE. Cash advances are always subject to FINANCE CHARGE from the date they are posted to your account. FINANCE CHARGE (interest) is calculated at the periodic rate of 1.0825%, 1.4158% or 1.7492% per month (ANNUAL PERCENTAGE RATE OF 12.99%, 16.99% or 20.99%), on the average daily principal balance of purchases and cash advances in the account. The principal balances of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of your Previous Balances, reduced by payments you make and credits we apply, and increased by purchases and cash advances you 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 separate average daily principal balances for purchases and cash advances to which the periodic rate is then applied.

8. Default. You will be in default if: (a) you fail to pay the Minimum Payment by the Payment Due Date; (b) the Credit Union, in its sole discretion, feels insecure (for example: Our good faith belief that your ability to pay your account is impaired; use of your account in any manner or in any way that may expose the Credit Union to a risk of loss; etc.); (c) your ability to repay is materially reduced by a change in either the employment of the guarantors or the financial condition of the Company, by an increase in your obligations, by bankruptcy or insolvency proceedings involving you, by your death; (d) you exceed your credit limit without our permission; (e) you have made a false or misleading statement to us in your application or otherwise; (f) you are in default under any other agreement with us; (g) if you use or authorize the use of any Cards to make or facilitate any illegal transaction; or (h) you fail to perform any of your other obligations under the terms of this Agreement as it may be amended from time to time. In the event of your default, your account balance and interest accrued shall be immediately due and payable without notice or demand. We shall be entitled to pursue all remedies under Indiana law and you agree that the venue of any lawsuit arising out of this Agreement shall be any of the Superior Courts of Elkhart County, Indiana. In the event of your default, you shall also be liable for our costs of collection and attorney fees. In the event of your default, we shall be entitled to the immediate possession of the Card without notice or demand. You agree that the law of the state of Indiana shall apply to this Agreement and any legal proceedings brought to enforce any term or provision of this Agreement.

9. Using the Card. To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the Card to a participating MasterCard plan merchant, to us or another financial institution, and, if required, sign a sale or cash advance draft; or you may also make purchases or cash advances by telephone, mail, or other electronic devices. You authorize us to honor any purchase or cash advance you make by telephone, mail, or other electronic devices on this account. You agree that a signature is not necessary as identification in such cases. The other is to complete the transaction by using your personal identification number (PIN) in conjunction with the Card in an automated teller machine or other type of electronic terminal that provides access to the MasterCard system. The personal identification number must be protected by you and will not be carried with your MasterCard card at any time. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you request.

10. Returns and Adjustments. Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1.00 or more, refund it on your written request or automatically after 6 months.

11. Foreign Transactions. CURRENCY CONVERSION FEE: If you effect or authorize a transaction with your access device in a currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard, as applicable. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. **CROSS-BORDER TRANSACTION FEE:** In addition, MasterCard charges us a Cross-Border Assessment up to 1% on each transaction on all cross-border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border Transaction Fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

12. Credit Union's Liability. We are not responsible for the refusal of any plan merchant or financial institution to honor your Card, you agree to settle all disputes arising from purchase directly with the merchant who honored the Card, and except as provided by the fair credit billing act to pay the Credit Union all amounts shown on the statement in spite of such disputes. If our system is not working, we may not be able to authorize a transaction, even though you have sufficient credit available. Also, for security reasons, we may block the use of your card in certain countries or geographic areas. We will have no liability to you or others if any of these events occur.

13. Security Interest. You hereby grant to us a security interest in the goods purchased by the card which shall serve as collateral security for the performance by you of your obligations under this Agreement, including your obligation to make any Minimum Payment by the due date. In the event of your default as described in paragraph #8 above, we shall be entitled to all the remedies of a secured party under Indiana law, including the right to take possession of the collateral security. You agree that we are authorized to file whatever documents are necessary to perfect our security interest, including without limitation financing statements.

14. Effect of Agreement. This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, 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 written notice required by law. If you do not want to accept the changes or amendments, you can choose not to accept the changes in the notice by cancelling your credit card account. To cancel your credit card account you must do so by a written letter advising us that you do not want to accept the changes. Send the letter to: Interra Credit Union, P.O. Box 727, Goshen, IN 46527. If you choose not to accept any changes or amendments: You will still be responsible for any outstanding balances on your credit card account; Your credit card account will no longer be available for any use or activity; Any reward points you have earned will be forfeited.

15. Annual Fee. None.

16. Other Fees.

- Late payment fee of \$18.50 if the minimum payment due is not paid in full within 10 days after the due date.
- Cash advance fee shall be a 2% charge of the amount advanced up to \$500.00 minimum of \$10.00.
- ATM withdrawals are subject to a 2% charge of the withdrawal amount up to \$500.00 minimum of \$10.00.
- Check/draft copy fee - \$3.00
- Statement copy fee - \$1.00
- Replacement card fee - \$5.00
- Card center phone payment fee \$5.00.
- Returned payment or Insufficient funds fee - We will charge your account a \$5.00 fee if your payment by any method, including check, electronic transfer, home banking transaction or otherwise, is not honored, collected by us, or if we must return it to you because it cannot be processed for any reason.
- More than five cards per account - \$5.00 each
- Additional report fee - \$5.00

17. Moving. The Credit Union may revoke your card and terminate this Agreement if you relocate to another state. We can revoke your Card if you move to a state where the Credit Union must be registered.

18. Change of Address. You shall notify the Credit Union if there is an address change. If we were not notified you could be liable for any unauthorized use. You also understand that the Credit Union cannot be responsible for timelessness of any mail system.

19. Non-Use. The Credit Union may revoke your Card and terminate this Agreement if there has been no activity on the account for at least 36 consecutive months.

20. No Waiver. The Credit Union can delay enforcing any of its rights any number of times without losing them.

21. Using the Account. You understand that any of you individually may increase the credit line (provided you qualify and the Credit Union approves the increase), reduce the credit line, or terminate the Agreement as to future loans by notifying the Credit Union in writing. Increases in the credit line shall take effect upon approval by the Credit Union. Reductions in the credit line and terminations of the Agreement as to future loans shall take effect on the next business day after the written notice is delivered by any of you to the loan department at the Credit Union. Termination of the Agreement shall not affect the rights of the Credit Union or the obligations of the Member and any joint owners with respect to obligations in existence at the time of termination. Each of the undersigned applicants certifies under the pains and penalties of perjury that he/she is at least eighteen (18) years of age, has read the foregoing Agreement, and jointly and severally agrees to abide by the foregoing terms and provisions.

22. Illegal Transactions. You warrant and agree that your Credit Card, other access device or any related account will not be used to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement.

The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us) under applicable law, including but not limited to any transaction involving or relating to any gambling activity. Certain federal and/or state laws such as the Unlawful Internet Gambling Enforcement Act or Third Party Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations are not within the Credit Union's control and that the Credit Union will not have any liability. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you; or for declining to accept, process or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

23. Delay in Enforcement/Waivers. The Credit Union may delay or waive enforcement of any of the provisions of this agreement, including any agreements to make timely payments, without losing its right to receive notice of any waiver or delay or presentment, demand, protest or dishonor. You also waive any applicable statute of limitations to the full extent permitted by law and any right you may otherwise have to require the Credit Union to proceed against any person before suing you to collect.

24. Governing Law/Severability. This Agreement shall be governed by and construed in accordance with the laws of Indiana. In the event any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal or unenforceable, the remaining provisions will remain valid and enforceable.

25. Electronic Communications. You agree that we have no obligation, liability or responsibility to respond, act upon, or follow any instruction to us that is received electronically, by e-mail or otherwise, unless we are able to authenticate the communication to our satisfaction. You further acknowledge and agree that the Internet is inherently insecure; and agree that we have no liability for any loss, claim or damages that arises or in anyway relates to our response(s) to any e-mail or other electronic communication which we believe you have submitted to us.

26. Cash Advances. The Credit Union will charge a cash advance fee when you access the cash credit line on your credit card account through an ATM, convenience check or at a bank's teller window. The fee charged will be a percentage of the amount withdrawn or advances. Finance charges typically accrue from the date of the advance, without the grace period normally present with purchases.

27. ATM Transactions. Withdrawals at ATM machines may be made using your Credit Card and personal identification number. Cash withdrawals may not exceed \$300.00 per transaction and \$500.00 per calendar day. Except as otherwise provided in this Agreement, advances through ATM access will be treated as a Cash Advance under this Agreement. Owners of ATM's that we do not own may charge fees in addition to any fees described in this Agreement. This is not a fee charged by your Credit Union; however, any such fee will be added to your card account. The party charging the fee is required to provide appropriate disclosures to you with regard to any such fees.

28. Rewards, Incentives, Promotions. The Credit Union reserves the right to terminate the programs or portions thereof at any time without restriction or penalty. This means that regardless of your level of activity in the program, the ability to accumulate points or claim rewards can be terminated with or without prior notice. The redemption value of points already accumulated, may be changed at any time without notice and without restriction or penalty. The Credit Union also reserves the right to cancel any cardholders prior earned points, rewards, cash/merchandise back or any other item of value if you are in default as stated in paragraph eight (8). Awards are not available when a cardholder is in default under the credit card agreement. Any points or awards are earned only with purchases, cash advance transactions are not eligible towards earning points or any award/reward.



YOUR BILLING RIGHTS KEEP THIS 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 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 checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three 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 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report that amount as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made an error on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make an error, 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, 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 us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone 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 do not follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill is 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 limitations to this right:

(a) You must have made the purchase in your home state or, if not, within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant, or we mailed you the advertisement for the property or services.

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