

## VISA® BUSINESS CREDIT CARD AGREEMENT

Effective: October 1, 2017

- 1.0 INTRODUCTION.** This BUSINESS CREDIT CARD AGREEMENT (Agreement) sets forth the terms of your VISA® Credit Card account (Account) with S.C. State Federal Credit Union (Credit Union). This Agreement supersedes any terms and conditions on the card mailer accompanying the Card.
- 1.1 Parties.** In this Agreement, the word “Company” refers to the business organization or sole proprietorship that has applied for the Account. The word “Cardholder” means a person for whom Company has requested and to whom we have issued a Card. The words “you” and “your” mean Company, all Cardholders, all authorized signers, anyone to whom any of you give a Card (even if they exceed or violate your instructions), and anyone else authorized to use the Account. The words “Credit Union,” “we,” “our” and “us” refer to Credit Union.
- 1.2 Definitions.** In this Agreement, the word “Card” means one or more credit cards, or other devices by which credit may be accessed other than a check, issued on the Account. “Card” includes any tangible card with a number embossed on it; a card number; or a card number issued without a tangible card (sometimes called a “virtual card”). The term “Outstanding Balance” includes the outstanding balance of purchases, finance charges, and other fees and charges associated with the Account. “Charges” refers to all amounts charged to the Account, including, without limitation, purchases, any transaction in which you have evidenced an intention to make a purchase, miscellaneous charges and fees, and any other monetary obligations associated with the Account. “Applicable Law” shall include: (i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; and (ii) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time.
- 2.0 AGREEMENT.** This Agreement becomes effective on the earlier of (a) 15 days after the Credit Union sends you the first Card; or (b) your first use of the Card or Account. Any use of the Card or Account constitutes your acceptance of the terms of this Agreement. If you do not wish to be bound by this Agreement, you must not use (or authorize anyone else to use) the Card or Account and must cancel the Account and return all of the Cards within 15 days after receiving the Card.

### **Pledge Of Shares And Security Interest.**

**BY SIGNING AN APPLICATION, ACCEPTANCE OR AUTHORIZED USE OF ANY CREDIT CARDS, YOU GRANT AND PLEDGE A CONSENSUAL LIEN TO US ON ALL SHARES TO SECURE PAYMENT OF YOUR OBLIGATIONS ON THIS ACCOUNT. IN ADDITION, YOU ACKNOWLEDGE OUR STATUTORY LIEN RIGHTS UNDER THE FEDERAL CREDIT UNION ACT; YOU AGREE THAT SUCH A LIEN IS IMPRESSED AS OF THE DATE THAT THIS ACCOUNT IS OPENED; AND YOU AGREE THAT WE CAN APPLY THE SHARES PLEDGED AT THE TIME OF ANY DEFAULT ON THIS ACCOUNT WITHOUT FURTHER NOTICE. “Shares” for the purpose of your pledge to secure your obligations to the Credit Union means all deposits in any share savings, share draft, club, certificate, or other account(s) of the borrower or any guarantor, whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future.**

### **3.0 CREDIT LIMITS**

- 3.1 Company Credit Limit.** We will establish and notify Company of a credit limit for the Account (“Company Credit Limit”). We may, at any time and at our sole option, with or without notice to you, increase or decrease the Company Credit Limit on the Account. Without limiting the foregoing, we may reduce the amount of credit available under the Company

Credit Limit by the amount of any request for authorization from a merchant or financial institution even if the amount has not yet posted to the Account.

You agree not to use, or allow anyone else to use, the Card or Account in any way that would cause the balance of purchases on the Card or Account, to exceed the Company Credit Limit. We are not under any circumstances obligated to approve any transaction or extend credit if doing so would exceed any applicable limit; but if we do, Company agrees to repay all Charges that exceed the Company Credit Limit, plus other applicable Charges in accordance with the terms of this Agreement. Fees for exceeding the Company Credit Limit appear in Section 13. below.

**3.2 Cardholder Credit Limit.** We may establish individual credit limits for purchases on a per Card basis, referred to as “Cardholder Credit Limits.” In no event may a Cardholder Credit Limit exceed the Company Credit Limit.

We may, at any time and at our sole option, with or without notice to you, increase or decrease the Cardholder Credit Limit on any Card. Without limiting the foregoing, we may reduce the amount of credit available under the Cardholder Credit Limit on a Card by the amount of any request for authorization from a merchant or financial institution even if the amount has not yet posted to the Account.

You agree not to use, or allow anyone else to use, the Card or Account in any way that would cause the balance of purchases on the Card to exceed the Cardholder Credit Limit or Company Credit Limit.

We are not under any circumstances obligated to approve any transaction or extend credit if doing so would exceed an applicable Cardholder Credit Limit; but if we do, you agree to repay all Charges that exceed the Cardholder Credit Limit, plus other applicable Charges in accordance with the terms of this Agreement. Fees for exceeding the Cardholder Credit Limit appear in Section 13. below.

If Company elects to enroll in the Company Bill option described in Section 8 below, we may also establish individual spending limits for purchases on a per Card basis, referred to as “Spend Limits.” We may, at any time and at our sole option, with or without notice to you, increase or decrease the Spend Limit on any Card.

Spend Limits operate differently than Credit Limits. Once the Spend Limit for the billing cycle on a Card has been reached, the Card becomes unusable for the remainder of that cycle, even if you or Company makes a payment on the Account or Card during that cycle. The Spend Limit on the Card will not be refreshed, and the Card will not be reactivated, until the first day of the next billing cycle. It is your responsibility to monitor the status of your Spend Limit.

**4.0 THE CARDS.**

**4.1 Signature Panel.** For your protection, the back of the Card contains a signature panel which must be signed before the Card may be used.

**4.2 Credit Union’s Property.** The Card is the property of the Credit Union and must be returned to the Credit Union on request. The Credit Union may revoke any Card or all of the Cards at any time, without cause and without notice. If a merchant or a financial institution where the Card is attempted to be used asks for the surrender of the Card, you must surrender it immediately.

**4.3 Expiration.** The Card will not be valid after the expiration date printed on the front of the

Card, and it must not be used after that date.

**4.4 Renewal and Replacement Cards.** The Credit Union may issue renewal or replacement Cards in its sole discretion.

**4.5 Additional Cards.** You may request additional Cards. You are responsible for all charges to the Account made by holders of additional Cards.

**5.0 AVAILABLE TRANSACTIONS (BUSINESS PURPOSE).** Subject to the other terms and conditions of this Agreement, the Cards and Account may be used only for business (non-consumer) purposes for the types of transactions shown below. You agree not to use the Cards or Account for any transactions that are primarily for personal, family or household purposes, although Company agrees to pay for such Charges:

**5.1 Purchases.** To purchase goods and services wherever VISA cards are honored.

**5.2 Fraudulent or Questionable Transactions.** We reserve the right to decline to authorize any requested transaction which we reasonably believe is or may be unauthorized or fraudulent in any respect.

**6.0 LIABILITY / PROMISE TO PAY.** Company promises to pay any Charges resulting from use of a Card or the Account, plus all interest, fees and other amounts due on the Account. This Agreement is not in derogation of any other obligation the Company may have with the Credit Union.

**7.0 INDIVIDUAL-BILL OPTION.** This Section 7 applies if Company has elected to have statements sent to individual Cardholders.

**7.1 Statements Sent to Individual Cardholders.** From time to time, we will prepare a periodic statement ("Statement") showing the total amount Cardholder owes as of the end of the billing period, including any purchases, interest, fees, the minimum payment due and other amounts transacted with the individual Card to which the Statement relates during the billing period and the Outstanding Balance of the Card. We will, as a convenience to Company and Cardholder, mail the Statement to the individual Cardholder at the last address shown for that Cardholder in our records. It is Cardholder's responsibility to review the Statements carefully to ensure that Cardholder recognizes all Charges billed and that the amount is appropriate for Cardholder to pay. Any discrepancies should be brought to Company's and our attention immediately.

**7.2 Change of Cardholder Address.** Cardholder agrees to notify us within 10 days of any changes of address. Until we are notified that the Cardholder's billing address has changed, we will continue to send Statements and other notices to the last address we maintained for Cardholder.

**8.0 COMPANY-BILL OPTION.** This Section 8 applies if Company has elected to have statements sent to Company.

**8.1 Statements Sent to Company.** From time to time, we will prepare a periodic statement ("Statement") showing the total amount of Charges, including purchases, interest, fees and other amounts posted to the Account during the billing period and the Outstanding Balance of the Account. We will mail the Statement to Company at the last address shown for Company in our records. It is Company's responsibility to review the Statements carefully to ensure that Company recognizes all Charges billed and that the amount is appropriate for Company to pay. Any discrepancies should be brought to our attention immediately.

**8.2 Change of Company Address.** Company agrees to notify us within 10 days of any changes of address. Until we are notified that the Company's billing address has changed, we

will continue to send Statements and other notices to the last address we maintained for Company.

**8.3 Payments.** Company promises to pay the Credit Union according to the terms of this Agreement the entire amount owing under this Agreement.

**9.0 PAYMENTS GENERALLY.**

**9.1 Payment Rules.** You may not make any payment directly or indirectly by an advance on the Account. The Credit Union will have sole discretion in how we apply the payments received on the Account, except that we will apply payments received first to interest (finance charges), next to other fees, next to annual fees, and next to purchases.

**9.2 Minimum Payment.** You promise to make at least the minimum payment due on the Account each month as shown on your monthly Statement. The minimum payment each month will be equal to 2.5 % of the Outstanding Balance, plus any overlimit amounts, fees, past due amounts and accrued but unpaid finance charges (interest). In no event will the minimum payment be less than \$25. If the Outstanding Balance is less than \$25, the minimum payment will be the entire Outstanding Balance.

**9.3 Making Payments.** The Credit Union must receive the minimum payment due at the address designated on your monthly Statement on or before the due date shown on your Statement. Payments received after any reasonable cutoff hour we set will be treated as received on the next business day. Receipt of your minimum payment at any address other than that designated on your monthly statement may create a delay in posting to the Account and result in a late fee and additional finance charge.

**9.4 Payments.** All payments must be made in U.S. Dollars drawn on funds on deposit in the United States. Please do not mail cash payments.

**9.5 No Waiver or Impairment of Credit Union's Rights.** The Credit Union may accept late payments, partial payments or any payment marked with any kind of restrictive endorsement (such as "paid in full" or "in settlement") without giving effect to the restrictive endorsement and without losing, waiving, or impairing any of the Credit Union's rights under this Agreement or under applicable law. Except for billing error notices, communications regarding any disputes about the Account must be mailed to the following address: Attn: Card Disputes, PO Box 726 Columbia, SC 29202. Any communications sent elsewhere, or our acceptance of payments marked "payment in full" or the like, will be of no legal effect.

**10.0 DEFAULT.** You will be in default if any of the following occur as to the Account, any Card or Cardholder, or any principal (owner, director, officer or other manager) of Company or any Cardholder which is an organization:

**10.1** We do not receive any minimum payment due at the proper address on or before the payment due date;

**10.2** You exceed any applicable Company Credit Limit or Cardholder Credit Limit;

**10.3** You fail to honor any other obligation under this Agreement;

**10.4** You or any guarantor dies or becomes legally incapacitated;

**10.5** You or any guarantor files for bankruptcy, or becomes insolvent or generally unable to pay your debts, or makes an assignment for the benefit of creditors;

**10.6** You or any guarantor furnishes false, incomplete or misleading information to the Credit Union at any time, including on the Card application, or any financial statement or other

document or information submitted to the Credit Union;

- 10.7** You or any guarantor are in default under any other obligations to the Credit Union;
- 10.8** Another creditor attempts through legal process to take any of your or any guarantor's money or property;
- 10.9** The Credit Union reasonably believes that you or any guarantor are unable or unwilling to honor all of your obligations under this Agreement or other obligations either of you owe to us;
- 10.10** The Credit Union has evidence or reasonably believes that an unauthorized use of the Card or Account has been made or attempted;
- 10.11** There is any material change in the equity ownership or managerial control of Company.

If you are in default, the Credit Union may declare without prior notice the Outstanding Balance of the Account immediately due and payable, may close or suspend the Account or any of the Cards, and recover the Cards.

**11.0 INTEREST (FINANCE CHARGE).** The following interest (finance) charges will apply, whether before or after default, judgment, or the closing of the Account.

**11.1 Grace Period.** No interest will be assessed on purchases if you have paid the total balance of purchases and all other amounts due shown on your monthly statement in full within 25 days after the statement date. Otherwise, interest will be assessed on each purchase from the date of the purchase transaction.

**11.2 Balance Subject to Finance Charge—Average Daily Balance.** We will calculate interest by applying a periodic rate (described below) to the Average Daily Balance of the Account. To get the Average Daily Balance, we take the beginning balance of your Account each day, add any new purchases, and subtract any payments, credits, any non-accruing fees, and unpaid interest. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for the billing cycle.

**11.3 Minimum Finance Charge.** There is no minimum Finance Charge.

**11.4 Annual Percentage Rate.**

**11.4.1 Fixed Rate – subject to change.** When the Account has a balance subject to a Finance Charge (as described above), we will assess interest (a Finance Charge) calculated by applying the applicable monthly periodic rate (“periodic rate”) to the Average Daily Balance. Credit Union reserves the right to change periodic rates and corresponding Annual Percentage Rates at any time. Credit Union will post notification of change at least 45 days prior to making a rate change. Interest calculations for previous balances will remain at the established account rates until the balances for those transactions are paid in full, while interest calculations for purchases made on or after the published change date will be calculated using the new rate.

Minimum and maximum rates. Notwithstanding the above, the minimum Annual Percentage Rate we will ever charge is 8.90% and the maximum is 20.00%, subject to applicable law.

**11.4.2 Current APRs.** For your current periodic rates and Annual Percentage Rates, contact Credit Union.

**11.4.3 Effect of Rate Increases.** If the Annual Percentage Rate increases, the amount of the interest Finance Charges may also increase. Any new periodic rates will apply to existing Account balances. The periodic rate may also change as provided in the section of this Agreement entitled "Changing This Agreement."

**12.0 CASH ADVANCES.** The Cards and/or Account cannot be used to obtain Cash Advances.

**13.0 OTHER FEES AND CHARGES.**

**13.1 Late Payment Fee.** If we do not receive the minimum payment due on or before the payment due date as it appears on your monthly statement, we will charge the Account a late fee for the billing period, in addition to interest which accrues on the unpaid balance. The late fee will be \$25.

**13.2 Annual Fee.** There is no annual fee.

**13.3 Returned Payment Fee.** If any check or other item you submit to us in payment on the Account is dishonored or returned unpaid, you will be charged a fee of \$25.

**13.4** Refer to Fee Schedule to current fees.

**14.0 CROSS-BORDER AND FOREIGN CURRENCY TRANSACTIONS.** The Card may be used to purchase goods and services internationally. Certain fees will be charged on cross-border transactions and foreign-currency transactions.

**14.1 Foreign Currency Transactions.** On transactions that occur in a country using a currency other than U.S. Dollars (*i.e.*, a currency conversion is performed), Credit Union does not charge a conversion fee, at this time, but may do so at a later time. Visa does charge a transaction fee of 1% of the transaction amount.

**15.0 DISCLOSURES OF INFORMATION.** You consent to the release of personal data about yourself by the Credit Union to VISA, its members and their respective contractors for the purpose of providing emergency Card replacement services, and otherwise as allowed by law. Credit Union may also release business or personal data about you to third parties as necessary or appropriate (i) in the ordinary course of servicing the Account and Cards, (ii) for purposes of marketing to you, (iii) as required by law or legal process, and (iv) otherwise as permitted by law.

**16.0 RESTRICTIONS ON USE OF ACCOUNT.**

**16.1 Named User.** Only the Cardholder named on the Card is permitted to use it for charges, identification, or any other reason.

**16.2 Compliance with Applicable Laws and Prohibition of Illegal Transactions:** You warrant and agree that you will at all times comply with all Applicable Laws; and that your card and services are at all times subject to Applicable Laws. Further, you agree and warrant 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. Certain federal and/or state laws or Card Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. 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 or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as charges incurred at a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability

whatsoever for any such use by you or any authorized user(s); 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 any such use of your account and/or access devices. Notwithstanding the foregoing, you will remain fully obligated to pay any indebtedness incurred in contravention of the foregoing limitations. We may block any transaction that we believe may violate this provision.

**17.0 LIABILITY FOR UNAUTHORIZED USE.** Except as expressly limited by law and Section 17.1 below, you are liable for all Charges on the Card, authorized and unauthorized. If the Card or Account number is lost or stolen, or if you think that someone used or may use them without your permission, you must notify the Credit Union immediately by calling 866-271-6649.

**17.1 Definition.** “Unauthorized use” means any use by a person who is not an authorized signer on the Account, was not expressly or impliedly authorized by such a person, and from which such a person derives no benefit. “Unauthorized use” excludes any transaction conducted by: (i) a Company co-owner; (ii) the Cardholder or any person authorized by the Cardholder, including a person to whom the Cardholder gave the Card or Card number, even if the person exceeds or violates your instructions; or (iii) any other person with an interest in or authority to transact business on the Account. You agree to tell us what you know about the unauthorized use and assist us in any investigation or actions we take in connection with unauthorized usage.

**17.2 Liability.** Unless otherwise required by law and subject to VISA International Operating Regulations, Company has unlimited liability for unauthorized use of the Account or any Card.

**18.0 FINANCIAL AND CREDIT INFORMATION.**

**18.1 Financial Statements.** If the Credit Union asks, you agree to furnish a current financial statement or to update the Card application from time to time.

**18.2 Credit Reports.** You authorize the Credit Union to make whatever credit inquiries or investigations about you that the Credit Union deems appropriate. This includes obtaining your consumer report from time to time. The Credit Union may disclose to others, such as credit bureaus, merchants and other financial institutions, information about the Account and your performance under this Agreement, subject to applicable law.

**19.0 CLOSING THE ACCOUNT.**

**19.1 By you.** You may close the Account at any time by notifying the Credit Union in writing at the address shown on your monthly statement. You must return all Cards with your notice. However, you remain responsible to pay the amounts you owe us according to the terms of this Agreement.

**19.2 By the Credit Union.** The Credit Union may close or suspend a Card or the Account at any time without cause and without prior notice, subject to applicable law, or reissue a different Card at any time. Upon closure (whether by you or the Credit Union), your right to use the Card and to make Charges to the Account will be automatically revoked.

**20.0 GOVERNING LAW/CONFLICTING TERMS.** The Account will be governed by U.S. federal law and, to the extent not preempted, the laws of the state of South Carolina, even if you use the Account outside of South Carolina or the U.S. The terms of this Agreement supersede any conflicting terms set forth on a sales slip or credit card draft. If any part of this Agreement is found to be unenforceable, the remainder of the Agreement will remain in full force and effect.

**21.0 SECURITY INTEREST.** This Account is not secured by any real property whatsoever, even if another document you have with us purports to grant such a security interest. If Company has given us a security interest in money or other personal property in a separate agreement, that personal property may also secure your obligations under this Account.

- 22.0 CHANGING THIS AGREEMENT.** We may amend this Agreement from time to time, including the addition of entirely new provisions, by sending such notice as may be required by law. Notice may be sent to Company at the last address shown in our records for the Account. Unless we state otherwise, balances existing on the effective date of any amendment, as well as future activity, will be subject to the terms of the amended Agreement to the extent permitted by law.
- 23.0 SALE OF ACCOUNT.** We may sell, securitize, encumber or otherwise transfer the Account, Cards and any interest in them to any party without your knowledge or consent, from time to time.
- 24.0 OTHER FEATURES.** We may, from time to time, offer you other features on the Cards. These may be effectuated by a notice of change in terms above or by a separate contract or amendment to this Agreement, at our option.