

Visa® Platinum Business Credit Card Agreement and Disclosure

This Agreement and Disclosure Statement contains the terms and disclosures which apply to Your Visa Credit Card Account with Seven Seventeen Credit Union, Inc.

Notice: See reverse side for important information regarding your rights to dispute billing errors.

1. **Meaning of Words.** The following words have the following meanings in this Agreement and in the monthly billing statement mailer hereunder:

(a) “Agreement” means the VISA® Business Credit Card Agreement and Disclosure furnished by us.

(b) “We,” “Us” and “Ours” mean Seven Seventeen Credit Union, Inc., (SSCU) Warren, Ohio.

(c) “You” and “Your” means the business owner who signs this Agreement and any person noted as an authorized user on this account.

(d) “Card” means any VISA® Credit Card and any duplicates and renewals we issue to you.

(e) “Account” means your VISA® Credit Card Line of Credit Account with us that contains a record of all purchases and Cash Advances made by you under this Agreement.

(f) “Line of Credit” means the total dollar amount we approve for you against which you may obtain Cash Advances under this Agreement.

(g) “Business Owner” means the principal, owner, officer, partner, member, manager, individual, guarantor or borrower duly authorized on behalf of the business seeking credit in conjunction with the business application and Visa Business Credit Card Agreement and Disclosure.

(h) “Advance” means any credit extended to you under this Agreement for any purchases or Cash Advances.

(i) “Cash Advance” means (i) any credit extended to you from us or from any other institution that accepts the Card (ii) any withdrawal of cash made by using your personal identification number (“PIN”) at an automated teller machine (“ATM”) or other type of electronic terminal that provides access to the VISA system, or (iii) the amount of any Visa Convenience Check paid by us.

(j) “Visa Convenience Checks” means any check that may be issued by us to you, from time to time, that directly accesses your Visa Credit Card Line of Credit Account. The amount of any Visa Convenience Check paid by us is posted as a Cash Advance under your Account.

2. **How to Use This Account:** You can purchase or lease goods and services (“purchases”) from a merchant up to your maximum credit limit by presenting your Card and signing a sales slip for the amount of the purchase. You may also use your Card:

(a) To obtain Cash Advances up to your maximum credit limit from financial institutions that accept a Visa Credit Card;

(b) By use of pre-printed Visa Convenience Checks that we may issue you from time to time;

(c) By making withdrawals with your Card at an ATM or other type of electronic terminal that provides access to the Visa system; or

(d) By first selecting your Account to provide overdraft protection for your Checking Account and by issuing checks or drafts, or the accrual of any charges against your Checking or

Money Market Checking Account with Seven Seventeen Credit Union, Inc. in excess of its balance. Advances will be made up to your maximum credit limit by automatic transfer of funds directly into your predesignated Checking Account(s) in multiples of \$100. The fee for each transfer is \$7.00.

3. **Responsibility.** Both the Business and the Business Owners are jointly and severally liable to pay all Advances under the Account plus FINANCE CHARGES arising from the authorized use of the Card, a Visa Convenience Check and the Card account. For example, the Business is responsible for charges made by yourself, your spouse and minor children. The Business is also responsible for charges made by anyone else to whom the Card is given, and this responsibility continues until the Card is recovered. The Business cannot disclaim responsibility by notifying us, but we will close the Account for new transactions, if you so request, when you return all Cards and any issued but unused Visa Convenience Checks. The obligation to pay the Account balance continues even though an agreement, divorce decree, or other court judgment, to which we are not a party, may direct other persons responsible to pay the Account.

4. **Liability for Unauthorized Use.** Notify us immediately in the event the account card is lost or stolen or upon discovery of a transaction which is the result of fraudulent activity such as the unauthorized use of the account or the card. We reserve the right to impose liability on the Business, if we determine that the Business or cardholder was negligent in the handling of the account or card.

5. **Lost Card Notification.** To report lost or stolen Visa® Credit Cards 24 hours a day call **800.847.2911**. To report lost or stolen cards during normal business hours call **330.372.8100, 330.677.0001, 330.492.1106 or 800.775.7741**.

6. **Credit Line:** If we approve the application, we will establish a self-replenishing Line of Credit and notify the Business of its amount when we issue the Card. You agree not to let the Account balance exceed this approved credit line. Each payment made on the Account will restore your credit line by the amount of the payment which is applied to the principal balance owed on the Account. The Business may request an increase in the credit line which must be approved by us. By giving written notice, we may reduce the credit line from time to time, or with good cause, revoke the Card and terminate this Agreement. Good cause includes failure to comply with this Agreement, or our adverse reevaluation of credit worthiness. The Business may also terminate this Agreement at any time, but termination by either of us does not affect the obligation to pay the Account balance. The Card remains our property and you must recover and surrender to us all Cards, and any issued but unused Visa Convenience Checks, upon our request and upon termination of this Agreement.

7. **Credit Information.** The Business authorizes us to investigate their credit standing when opening, renewing or reviewing the Account, and the Business authorizes us to disclose information regarding the Account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized by our BYLAWS.

8. **Payments.** We will mail you a statement every month showing your previous balance comprised of purchases and Cash Advances, the current transactions on your Account, the remaining credit available under your credit limit, the new balance of purchases and Cash Advances, the total new balance, the FINANCE CHARGE due to date, and the minimum payment required. Each month the Business must pay at least the minimum payment shown on the statement by the date specified on the statement or no later than 25 days from the statement closing date,

which ever is later. If the statement says the payment is “Now Due,” the payment is due no later than 25 days from the statement closing date. The Business may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If the Business makes extra or larger payments, the Business is still required to make at least the minimum payment each month the Account has a balance (other than a credit balance).

Payment checks must be drawn on a financial institution or other entity domiciled in the United States. Otherwise, posting of the payment may be delayed if presentment of a check is drawn on a non-United States domiciled financial institution or entity. The payment will not be credited to the account until the funds have been collected in United States dollars. The Business also agrees to allow the Credit Union to debit the account for any collection in processing fees associated with handling this payment.

The minimum payment will be two percent (2.0%) of the total new balance or \$10 or the total new balance, if it is less than Ten Dollars (\$10) plus any portion of the minimum payment(s) shown on prior statement(s) which remain unpaid.

We have the right to demand immediate payment of any amount by which you are over your credit limit.

We will apply your minimum payment first to the FINANCE CHARGE on Balance Transfers, Cash Advances and purchases, then to fees, then to the principal balances of purchases in the order they were posted to your Account, and then to the principal balance of cash advances. Any amount in excess of the minimum payment will be applied to the balance with the highest ANNUAL PERCENTAGE RATE.

9. **FINANCE CHARGES.** You can avoid a FINANCE CHARGE on purchases by paying the full amount of the New Balance of purchases each month within 25 days of your statement closing date. Otherwise, any unpaid New Balances of purchases and subsequent purchases from the date they are posted to your Account will be subject to FINANCE CHARGES. Cash advances, which include the amount of any Visa convenience checks or balance transfers posted to your account, are always subject to FINANCE CHARGES from the date they are posted to your Account.

In addition to the ANNUAL PERCENTAGE RATE a transaction fee of 3% of the advance for each cash advance will be charged with a minimum of \$2.00 and a maximum of \$15.00.

See Rate Addendum for rates regarding your account.

Any increase in the ANNUAL PERCENTAGE RATE will take the form of additional payments shown as total minimum payments on the statement.

The following information is applicable to **each** of our **VISA® Credit Card Line of Credit Accounts:**

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 made and credits we apply, and increased by purchases and Cash Advances made 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.

10. **Default.** The Business will be in default if it fails to make any minimum payment or other required payment by the date that it is due. The Business will be in default if it breaks any promise made under this Agreement. The Business will be in default if it files for bankruptcy or becomes insolvent, that is, unable to pay the obligations when they become due. The Business will be in default if it makes any false or misleading statements in any credit

application or update of credit information. The Business will be in default if something happens which we believe may substantially reduce the Business’ ability to repay what it owes. When in default we can demand immediate payment of the entire amount owed under this Agreement without giving you advance notice. If immediate payment is demanded, the Business will continue to pay interest, at the applicable interest rates in effect under this Agreement, until what is owed has been repaid. If demand for immediate payment has been made, the shares and deposits given as security for payment under this Agreement can be applied towards what is owed. We may also take appropriate action as authorized under the Uniform Commercial Code to repossess any and all collateral pledged to secure repayment under this Agreement. To the extent permitted by law, the Business will also be required to pay our collection expenses, including court costs and reasonable attorneys’ fees. We can also exercise any other rights given by law when the Business is in default.

11. **Money Transfer Services.** If you receive any transmittal amount from any Money Transfer Service (MTS) provider, you agree not to receive more than \$2,500 per day or more than \$10,000 per month. We may increase or decrease these limits from time to time at our sole discretion. We reserve the right to accept or reject any MTS request at our sole discretion. Each transmittal amount that is sent to your Card will generally be posted to your Card within two (2) Business Days after we receive the Transmittal Amount from the Sender.

12. **Using the Card.** You may use the actual Card, Account number and/or PIN to make transactions. You will retain the copies of the transaction slips furnished to you in order to verify your monthly statement.

13. **Returns and Adjustments.** Merchants and others who honor the Card may give credit or 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 toward future purchases and Cash Advances, or if it is one dollar or more, refund it on written request or automatically after six months.

14. **Using Visa Convenience Checks.** You may use your Visa Convenience Checks, if available, as you would use your Card to obtain a Cash Advance or to make a purchase or payment. Your Visa Convenience Checks directly access your Account. All purchases, payments and Advances made with a Visa Convenience Check and paid by us are treated as Cash Advances hereunder and, except as otherwise indicated, are subject to all terms of this Agreement pertaining to Cash Advances and to the following additional terms:

- A. No Visa Convenience Check may be used to make a payment on your Account.
- B. Only the person whose name appears on a Visa Convenience Check may use them.
- C. Visa Convenience Checks must be written in U.S. Dollars in an amount not less than \$100. Visa Convenience Checks may not be certified.
- D. We may return a Visa Convenience Check unpaid if there is not enough available credit on your Account to pay it, if your Account is in default, or if your Card or any Visa Convenience Checks have been reported lost or stolen.
- E. If you are issued checks to access your account and you stop payment on a check, your account will be charged \$35 for each stop payment.

15. **Foreign Transactions.** Purchases and Cash Advances made in foreign countries and foreign currencies will be billed as a rate selected by Visa from the range of rates available in wholesale

currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date; in each instance, plus or minus any adjustment determined by the Issuer. The adjustment may show as a separate entry on your account. You are blocked from using your card in Cuba, Cyprus, Indonesia, Iran, Madagascar, Malaysia, Myanmar, Mongolia, Nigeria, North Korea, Saudi Arabia, Spain, Syria, Tunisia, Turkey and Ukraine.

16. Merchant Disputes. We are not responsible for the refusal of any merchant or financial institution to honor your Card, or Visa Convenience Checks. Except with respect to purchases made with a Visa Convenience Check, we are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the merchant, and: (a) your purchase was made in response to an advertisement we sent or participated in sending to you; or (b) your purchase cost more than Fifty Dollars (\$50) and was made from a merchant in your state or within one hundred (100) miles of your home. Any other disputes you must resolve directly with such merchant.

17. Overdrafts. You may use your Visa Account as part of the Business' overdraft protection plan for SSCU Checking Account. Overdrafts will be handled in accordance with our overdraft procedures as stated in the Membership and Share Account Agreement and Disclosure that the Business received when the Account was opened and/or by the overdraft protection options signed with us.

18. Fees and Other Charges. The following fees and other charges will be added to your Account, as applicable:

A. Annual Fee. None.

B. Late Payment Fee. If you fail to pay the minimum payment on your Account within ten (10) days of the disclosed due date, a late payment fee of up to \$35 will be added to your Account.

C. Returned Check Fee. If a check or share draft used to make a payment on your Account is returned unpaid because of insufficient funds therefore, or for any other reason, you will be charged a fee of up to \$35 for each item returned.

D. Card Replacement Fee. You will be charged \$5 for each replacement Card that is issued to you for any reason.

E. Cash Advance Fee. You will be charged a transaction fee of 3% of the Advance Amount for each Cash Advance (minimum \$2, maximum \$15). You will be charged a transaction fee (minimum \$2, maximum \$15) equal to 3% of the amount of each Visa Convenience Check paid by us and posted to your Account as a Cash Advance

F. Additional Charges. Whenever we are requested by you or any other person not connected with us, to conduct any type of research in connection with your Account, we will charge you a fee of \$12.50 per half hour for our research time and \$.15 for each page of copied material (except when the request is made in connection with a billing error made by us).

G. Returned Statement Fee. You will be charged \$3 for each statement that is returned to us as undeliverable.

H. Copies of VISA® Slips. You will be charged \$10 for each copy of a VISA slip that you request.

I. Stop Payment on Check. You will be charged \$35 for each stop payment made on your Visa Convenience Checks. If the check is presented for payment you will be charged an additional \$5.

J. Transaction Fee for Purchase and Cash Advance Made in Foreign Currency. You will be charged 3% of the amount of foreign currency transaction after conversion to US dollars.

K. Transaction Fee for Purchase and Cash Advance Made in a Foreign Country in US Currency. You will be charged 3% of the amount of the transaction.

L. Priority Card Fee. \$15.00

19. Skip Payment Option. We may allow you, from time to time, to omit a monthly payment. We will notify you as to any month in which the option is available. If you omit a payment, FINANCE CHARGES will accrue on your balance in accordance with this Agreement. A skip payment does not extend the period within which the Business must pay the New Balance Total in order to completely avoid FINANCE CHARGES on purchases. A minimum payment will be due in the month following the month in which you skip your payment.

20. Effective Agreement. This Agreement is a contract which applies to all transactions on your Account, even though the sales, Cash Advances, credits or other slips you sign or receive, may contain different terms. We may amend this Agreement from time to time by sending you advance written notice as required by law. Your use of the Card, or Visa Convenience Check, thereafter will indicate your agreement to any such amendment. To the extent the law permits, and as we indicate in our notice to you, amendments will apply to your existing Account balance as well as to future transactions. This Agreement shall be construed in accordance with the laws of the State of Ohio and relevant Federal Laws.

21. Security Interest. You agree that the Credit Union has a security interest in the account as identified in the Credit Card Application. Further, the Business agrees that future funds deposited in that account are also subject to the Credit Union's security interest. In no event shall the Credit Union take a security interest in Individual Retirement Accounts or other accounts, which it is forbidden to attach by law. Collateral securing other loans with us may also secure this loan.

22. Illegal use of Card. Any financial service provided by the Credit Union may only be used for any transaction permitted by law. You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at the discretion of the Credit Union. You agree not to use your card or allow your card to be used for any illegal transaction. You further agree, should illegal use occur, to waive the right to sue the Credit Union for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold the Credit Union harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use. Such illegal use includes but is not limited to gambling and any withdrawal of funds with the intent to conduct illegal activity.

23. Transfer of Account. The Business cannot transfer or assign its account to any other person. You agree not to use your card or allow your card to be used for any illegal transactions.

YOUR BILLING RIGHTS

KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT. If you think there is an error on your statement, write to us at:

Seven Seventeen Credit Union, Inc.

ATTN: VISA

3181 Larchmont Ave. NE

Warren, OH 44483-2498

You may also contact us on the Web: www.sscu.net

In your letter, give us the following information:

- Account information: Your name and Account Number
- Dollar amount: The dollar amount of the suspected error
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing (or electronically). You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER. When we receive your letter, we must do two things:

- Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services you have purchased with your 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 purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing (or electronically) at:

Seven Seventeen Credit Union, Inc.

ATTN: VISA

3181 Larchmont Ave. NE

Warren, OH 44483-2498

www.sscu.net

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against any aspect of a credit transaction on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to contract); or because all or part of the applicants' income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

SEVEN SEVENTEEN
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