

me or any of my property, assets or income; or, (g) if you should consider that any debts due under this Agreement unsafe or not completely secure or if you should believe, in good faith, that the chances of my paying or performing all of my obligations under this Agreement have been impaired.

If default occurs under this Agreement, you may, at your option, without notice to me, terminate this Agreement, revoke my right to use the Card, and demand that I pay you immediately all sums which I owe you. Interest will continue to accrue at the contract rate after default.

O. Right of Set-Off: I understand that you have the right to deduct any money I owe you for any Minimum Periodic Payment more than 10 days past due or the entire Outstanding Balance (if this has become due for any reason) from my account(s) I have at any of your offices or from any money I have coming from you for any reason, for example, if you are indebted to me because of a Certificate of Deposit, Bond, Note or other instrument I have obtained from you.

P. Collection Costs: I agree that if you assign my Account to an independent collection agency, or file a lawsuit to collect amounts I owe you, that I will pay all costs, disbursements and reasonable attorneys' fees incurred by you in legal proceedings to collect or enforce my indebtedness in the event of delinquency by me or in the event of a breach of any obligation by me, whether or not a lawsuit is filed.

Q. Ownership of Card: Any Card or other credit instrument which you supply to me is your property and must be returned to you immediately upon demand or upon notice of cancellation of my Account.

R. Use of Card and Account by Others: If I so request, you may issue cards not only to me, but also to others who will only be authorized users of the Account. Such additional cards may be imprinted either with my name or with the names of the authorized user(s). I agree that if I permit another person to use my Account (whether or not I have told the Credit Union that such person will be using my Account), with or without the Card, PIN, through issuance of a check from my Business Checking Account that creates an overdraft, or Convenience Check(s), that I will pay for any Purchases or Advances made by such person(s) on my Account and any finance or other charges imposed on those Purchases and Advances, even if the amount exceeds my permission.

If I have authorized someone to use my Account and I want to terminate that person's access, I agree that I must notify you in writing; if possible, enclosing the Card(s) used by that person, cut in two. **After** you have received the notice that this individual is no longer authorized and have had a reasonable period of time to act on such notice, even if the card is not recovered, my liability ceases for future charges made to the account. I may request you to cancel all cards and establish a new Account for me. If I request you to terminate the use of my PIN by another person, you will cancel my PIN and issue a new PIN.

S. Transfer of Account: I cannot transfer or assign my Account to any other person or Trust.

T. Change of Address: I will advise you promptly if I change my mailing address. All written notices and statements from you to me will be considered given when placed in the United States mail, postage prepaid, and addressed to me at my current address as it appears in your records.

U. Irregular Payments: You may accept late payments or partial payments, or checks, drafts or money orders marked "Payment in Full" without losing any of your rights under this Agreement.

Cosigners-Guarantors. A person who signs this contract even though he or she may not be able to borrow under it is called a "cosigner-guarantor". A "cosigner-guarantor" who **signs this contract** is liable to you for **all** loans and advances we make under the contract from the time he or she signs it until those loans are paid in full, no matter how long it takes.

If a "cosigner-guarantor" wants to stop his or her responsibility for loans and advances under this contract, the person must give you a written notice telling you that. Then the person won't be responsible for any **new** loans and advances made **after** you received the notice. But, of course, he or she stays liable for the loans and advances made before you got the notice.

V. Amendments: You may change any part of this Agreement at any time, as long as, when applicable, you give me advance written notice as required by law. Any change in terms will apply to my outstanding balance existing as of the effective change date as well as to all charges made after that date.

W. Cancellation: I can cancel my Account at any time by returning to you my Card, along with a letter requesting that you cancel my Account. You may cancel this Agreement at any time. However, my obligation under this Agreement and any charges made under it prior to cancellation will continue to apply until I have paid you all the money I owe on the Account.

X. Skip Payment: At your option, you may not require me to make a Minimum Payment during certain designated billing cycles. If I do not make my Minimum Payment as provided in the Agreement, I understand you will continue to apply Finance Charges to my Account. Beginning with the billing cycle following a skip payment, I agree that all of the provisions of this Agreement shall apply.

Y. Automatic Payment Option: If I have requested this optional service, you will automatically transfer the amount of the payment requested from my designated Credit Union account. The payment option can be designated by me as one of the following: (1) Full Payment; (2) Minimum Periodic Payment; or, (3) a specified dollar amount. If the amount I have designated for payment is greater than the amount of available funds being on deposit on the day of the transfer **and** the transfer has been made, the transfer will be reversed. If I make additional payments during the billing cycle, the automatic transfer may still take place on the statement closing date. You may cancel this service if the transfers are not honored because of insufficient and/or unavailable funds in my deposit account and you will notify me of this action. I may cancel this service at any time, however I understand that one more transfer(s) may occur if I do not provide sufficient notice for the Credit Union to input the change.

Z. Liability for Unauthorized Use: I may be liable for the unauthorized use of my Card. I will not be liable for any unauthorized use that occurs after I notify Payment Systems for Credit Unions orally, of the loss, theft or possible unauthorized use. In any case, my liability will not exceed \$50.00. I may report a lost or stolen Card by calling 1-(800) 449-7728. If I have been issued more than 10 Cards on this Account at any time, I will be liable for all unauthorized use of this Account.

AA. Lost and Stolen Cards: If I report my Card lost or stolen as provided in paragraph Y, then recover or find my Card and fail to notify you immediately of the recovery at 1-800 449-7728, I agree to pay you the amount of any reward previously paid by you to a retail merchant to recover the Card I reported as lost or stolen.

AB.Other Provisions: Each of us who signed the Application and/or requested the Account or use the Account are individually and jointly obligated for all payments due under this Agreement. The Account has been applied for, considered, approved and issued in the State of California and all extensions of credit are being made from the State of California. I agree that this Agreement shall be governed by and interpreted under California and Federal Law. If any part of this Agreement is not valid, all other parts will remain enforceable.

AC.Business Purposes Only: No charges or cash advances may be incurred for personal, family household or agricultural purposes.

My Billing Rights—Keep This Notice for Future Use

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

I Should Notify You In Case of Errors or Questions About My Monthly Statement If I think my monthly statement is wrong, or if I need more information about a transaction on my monthly, I should write you on a separate sheet at the address listed on my monthly statement. I should write you as soon as possible. You must hear from me no later than 60 days after you sent me the first statement on which the error or problem appeared. I can telephone you, but doing so will not preserve my rights.

In my letter, I must give you the following information:

- My full name and account number
- The dollar amount of the suspected error
- I must describe the error and explain, if I can, why I believe there is an error. If I need more information, I should describe the item I am not sure about.

If I have authorized you to pay my card statement automatically from a Credit Union account, I can stop the payment on any amount I think is wrong. To stop the payment, my letter must reach you three business days before the automatic payment is scheduled to occur.

My Rights and Your Responsibilities After You Received My Written Notice

You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the monthly statement was correct.

After you receive my letter, you cannot try to collect any amount I question, or report me as delinquent. You can continue to bill me for the amount I question, including finance charges, and you can apply any unpaid amount against my maximum credit limit. I do not have to pay any questioning amount while you are investigating, but I am still obligated to pay the parts of my monthly statement that are not in question.

If you find that you made a mistake on my monthly statement, I will not have to pay any finance charges related to any questioned amount. If you didn't make a mistake, I may have to pay finance charges, and I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount I owe and the date that is due.

If I fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within ten days telling you that I still refuse to pay, you must tell anyone you report me to that I have a question about my monthly statement. And you must tell me the name of anyone you reported me to. You must tell anyone you reported me to that the matter has been settled between us when it finally is.

If you don't follow these rules, you can't collect the first \$50.00 of the questioned amount, even if my monthly statement was correct.

Special Rules for Credit Card Purchases

If I have a problem with the quality of property or services that I purchased with a credit card, and I have tried in good faith to correct the problem with the merchant, I may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

1. I must have made the purchase in my home state or, if not within my home state, within 100 miles of my current mailing address, and,
2. The purchase price must have been more than \$50.00.

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

VISA Business Credit Card Agreement and Truth In Lending Disclosure Statement

Effective February 1, 2017

This is your Cardholder Agreement with Provident Credit Union which outlines the terms to which you agree by requesting, receiving, signing, using or authorizing another to sign and use, any Credit Card, PIN, Credit Account, or other credit devices issued to you here under. This Agreement covers your VISA Business Rewards Card. Please read this agreement and keep it for your records.

In this Agreement, the word "Account" means the Credit Card Account opened pursuant to this Agreement, including use of your Card, PIN or Loan Advance Checks. "Card" means one or more cards and "PIN" means Personal Identification Number issued with respect to the Account. The words "I," "me," "my" which also mean "we," "us" and "our," if more than one person or company, mean the person, persons, and/or company, who use or authorize the use of the VISA credit card or sign an application for a VISA credit card. The words "you," "your," "yours" and "credit union" mean Provident Credit Union or its authorized agents.

A. How to Use this Account: I can purchase or lease goods and services ("Purchases") from a merchant up to my maximum credit limit by presenting my VISA credit card ("Card") and signing a sales slip for the amount of the Purchase. I may also use my card:

1. To obtain cash loans ("Cash Advances") up to my maximum credit limit from financial institutions that accept a VISA credit card;
2. By use of pre-printed convenience checks that you may issue to me;
3. By making withdrawals with this Card at an automated teller machine;
4. By granting merchants telephonic or internet authorization to charge products or services to my account; or,
5. By using my Card to charge phone calls.
6. By issuing checks or drafts or the accrual of any charges against my business checking account with Provident Credit Union in excess of its balance (if overdraft feature is available). Advances made by automatic transfer of funds directly into my pre-designated checking account(s) may be in multiples of \$100.00 or in the amount of the overdraft depending on which option is available.

B. Maximum Credit Limit: You will provide me with notice of my maximum credit limit, and I agree you may change my limit at any time. I agree never to use my Card when the use will exceed my maximum credit limit. I also agree that you are not obligated to extend to me credit for an amount that would make my outstanding balance exceed my maximum credit limit, or for any amount if my outstanding balance is already over the maximum credit limit. Any increases in my maximum credit limit I request may require that I make a written application for your approval. I will pay any amounts that exceed my maximum credit limit upon demand. You may re-evaluate my financial condition if I request a higher credit limit, or at any other time, and this may include obtaining a current credit bureau report or screening, and/or asking me for current financial information.

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Based on such a review, you may immediately increase, reduce or even revoke my Account without prior written notice.

- C. Monthly Statement:** If I have an outstanding debit or credit New Balance of \$1.00 or more, or if there is any Finance Charge imposed during a billing cycle, you will send me a statement. I agree to pay you for all Purchases, Cash Advances, fees and charges, if any, and Finance Charges on my Account, all payable in United States dollars. Payment checks must be drawn on a financial institution or other entity domiciled in the United States.

Posting of my payment will be delayed if I present you a check drawn on a non United States domiciled financial institution or entity. The payment will not be credited to my Account until the funds have been collected in United States dollars. I agree to allow the Credit Union to debit my account for any collection and processing fees associated with handling this payment.

- D. Finance Charges:** You will impose Finance Charges as follows:

Purchases

1. A Finance Charge is imposed on purchases (except as referred to in paragraph 3 below) from the date of posting to my Account to the date of repayment.

2. For each billing cycle:

- a) You multiply the Monthly Periodic Rate times the Average Daily Balance of Purchases. The Average Daily Balance is the sum of the daily unpaid balances of purchases on each day of the billing cycle covered by my current billing statement divided by the number of days in the billing cycle. Such unpaid balances are determined by deducting payments and credits applied against such unpaid balances and by adding new purchases, unpaid finance charges, fees and other charges, in each case, as of the date posted to my Account.
- b) You multiply the Monthly Periodic Rate times the Average Daily Balance of Previous Billing Cycle Purchases. The Average Daily Balance of Previous Billing Cycle Purchases is the sum of the unpaid balances of purchases itemized on my last billing statement on each day of the billing cycle covered by my last billing statement divided by the number of days in the billing cycle. Such unpaid balances are determined by deducting payments and credits applied against such unpaid balances and by adding new purchases, unpaid finance charges, fees and other charges, in each case, as of the date posted to my Account.

- c) You add the amounts determined under (a) and (b) to obtain the Finance Charge on purchases.

3. A Finance Charge is not imposed on:

- a) New purchases posted during a billing cycle if: (1) I paid the New Balance shown on the billing statement covering the preceding billing cycle by the Payment Due Date shown on the billing statement or such New Balance was zero and (2) I pay the New Balance shown on the billing statement itemizing the new purchases by the Payment Due Date shown on that billing statement.

- b) Old purchases previously posted for a billing cycle during which I pay the New Balance shown on the billing statement covering the preceding billing cycle by the Payment Due Date shown on that billing statement.

Cash Advances

1. A Finance Charge is imposed on cash advances from the date of transaction to the date of repayment.

2. For each billing cycle:

- a) You multiply the Monthly Periodic Rate times the Average Daily Balance of

Cash Advances. The Average Daily Balance is the sum of the daily unpaid balances of cash advances on each day of the billing cycle covered by my current billing statement divided by the number of days in the billing cycle. Such unpaid balances are determined by deducting payments and credits applied against such unpaid balances and by adding unpaid finance charges, in each case, as of the date posted to my Account and by adding new cash advances as of the date of the transaction.

- b) You multiply the Monthly Periodic Rate times the Average Daily Balance of Previous Billing Cycle Cash Advances. The Average Daily Balance of Previous Billing Cycle Cash Advances is the sum of the unpaid balances of cash advances itemized on my last billing statement on each day of the billing cycle covered by my last billing statement divided by the number of days in the billing cycle. Such unpaid balances are determined by deducting payments and credits applied against such unpaid balances and by adding unpaid finance charges, in each case, as of the date posted to my Account and by adding new cash advances as of the date of the transaction.
- c) You may also charge a one-time Finance Charge for cash advances equal to 4% of the amount of each new cash advance, with a minimum Finance Charge of \$10.00 (except for cash advances which are made in respect of convenience checks or checks I have written on my business checking account with the Credit Union as an overdraft to this Account). This charge may result in a higher Annual Percentage Rate than the Corresponding Annual Percentage Rate.
- d) You add the amounts determined under a), b) and c) to obtain the Finance Charge on Cash Advances.

3. All forms of cash advances, including the use of Convenience Checks or overdrafts to your Credit Union checking account, regardless of the purpose for which used, shall be subject to the Finance Charges as set forth above.

E. Monthly Periodic Rate, and Annual Percentage Rate, and Monthly Periodic Finance Charge.

Rate will be determined by adding the margin to the index used. Margin range is 8.40-18%.

The Monthly Periodic Rate and corresponding Annual Percentage Rate used in calculating the Monthly Periodic Finance Charge may increase or decrease during the term of this Agreement. *Any such change will be based on an increase or decrease in the "Prime Rate" as published in The Wall Street Journal. In the event that the Index ceases to be published, changes in my Annual Percentage Rate will be related to a comparable Index. You may waive an increase in my Annual Percentage Rate when such an increase can be made, but such waiver shall not be construed as a waiver of your right to increase the Annual Percentage Rate at a future date when entitled to do so.

My Annual Percentage Rate is subject to change monthly on the first day of every month following one full billing cycle after an increase or decrease in the Index. These dates shall be known as "Adjustment Dates." For example, if the Index changes anytime in the month of January, my new Annual Percentage Rate will go into effect on the first day of March, and will be based on the Index as of the last day of January. Decreases in my Annual Percentage Rate in accordance with the terms of this Agreement are mandatory. Increases in my Annual Percentage Rate can be made at your discretion subject to the terms of this Agreement. If the Annual Percentage Rate increases or decreases, the Finance Charge will increase or decrease. Each change in the Annual Percentage Rate and Monthly Periodic Rate which is the result of an increase or decrease in the index will apply to any balance outstanding on the effective date of such change as well as to future Credit Purchases and Cash Advances.

The initial periodic rate used in calculating my Monthly Periodic Finance Charge is set forth in the "Rate and Fee Table" I received under separate cover and which is made part of this Agreement. The Monthly Periodic Finance Charge for each billing cycle will be calculated by multiplying the Average Daily Balance (described below) of my Account for the billing cycle by the Monthly Periodic Rate. The Monthly Periodic Rate is determined by dividing the Annual Percentage Rate by 12 and will change when the Annual Percentage Rate changes.

The index in effect the last day of the month of the change in the index will be used to determine my new APR.

An increase in the Annual Percentage Rate will have the effect of decreasing the portion of any payment applied to reduction of the principal account balance and may, therefore, increase the number of minimum payments necessary to pay off the account.

- F. Interest Rate Adjustment Event:** An Interest Rate Adjustment Event will occur whenever my Account is two (2) Minimum Payments Past Due. You will change my interest rate to a fixed rate of 18% Annual Percentage Rate which is a Monthly Periodic Rate of 1.50% on the first day of the billing cycle following the cycle that was two (2) Minimum Payments Past Due. Then, after 6 consecutive billing cycles of my Account being no more than one Minimum Payment Past Due, you will change the interest rate to my original rate (the Annual Percentage Rate that was applicable to my account at the time it was opened and my subsequent modifications to this rate). The Monthly Periodic Rate and Annual Percentage Rate change to the original rate will become effective the first day of the billing cycle following the 6th consecutive billing cycle.

- G. Periodic Billing Statements:** If I have a balance on my Account at the end of a billing cycle, you will furnish a periodic billing statement (normally monthly) itemizing my purchases, advances and where applicable previous payments.

- H. Minimum Payment:** I agree to pay each statement by remitting to you (within 25 days from the date of the billing statement's closing date) the required minimum payment due, which will be the greater of 3% of the outstanding balance on my Account or \$25.00, or the entire outstanding balance if it is \$25.00 or less. I have the option of making larger payments on the Account at any time without penalty.

I. Fees and Charges:

1. **Late Payment Fee:** My Minimum Payment Due will be past due if it is not received by you on or before the Payment Due Date shown on each monthly statement. A fee of \$28.00 will be charged to my Account, if at least the Minimum Payment Due, including unpaid payments, is not received by you within 10 days after the Payment Due Date.
2. **Over-limit Fee:** If the balance on my account at the end of a billing cycle exceeds my maximum credit limit a \$15.00 fee will be charged to my Account. If my Account remains over-limit in subsequent billing cycles, an additional over-limit charge will be posted on the billing date.
3. **Annual Fee:** There is no annual fee for the Business Rewards Credit Card.
4. **Returned Payment Check Fee:** If I make a payment by check and the check is returned unpaid for any reason, my Account will be charged \$35.00 for each returned check.
5. **Returned Convenience Check Fee.** If I want a Convenience Check and it is in excess of my available credit, my payments are not current, or you have canceled my Account, it may be returned and my Account will be charged \$35.00 for cash returned Convenience Check.
6. **Stop Payment Fee.** If I am issued Convenience Checks to access my Account and I stop payment on a check, my Account will be charged \$35.00 for each stop payment.

7. **Fee for Documents:** If I request a copy of a charge slip, billing statement, or other document not in connection with a billing error, you may charge my Account \$6.00 for each copy.

8. **Replacement or Additional Card Fee:** If I request an additional card to replace the card initially issued to me, for any reason other than the card not being received by me or a defect in its manufacture, or if I request a card for an additional user on my account, you may charge my Account \$10.00 for each card.

- J. Convenience Checks:** I may request convenience checks, which I may write against the available credit on my Account. Each time I write a check against my Account, I authorize you to pay the check when it is presented to you. I understand that you will pay checks unless the balance on my Account exceeds the available credit, my payments are not current, or you have canceled my Account for any reason. If I obtain or request any advance in excess of my available credit, you may (but not obligated to) honor the transaction and extend credit to me even though this will cause my balance to exceed by limit; and I agree, immediately upon your demand, to repay to you all amounts you have advanced in excess of my available credit.

- K. Currency Conversion/Foreign Transaction Fee:** Purchases and cash advances made in foreign currencies will be billed in U.S. dollars. The conversion rate in U.S. dollars will be either at the government mandated rate or a wholesale currency market rate determined by VISA® for the processing cycle in which the transaction is processed. The currency conversion rate used by Visa® on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. The Credit Union has no control over the conversion rate. The currency conversion rate in effect on the processing date may differ for the rate in effect on the transaction date or on the posting date. No foreign currency conversion fee is charged by Provident Credit Union for the transaction.

- L. Application of Payments:** I agree to make all payments on my account in United States Dollars which you will apply in the following order: (a) to any billed fees; (b) then to late charges; (c) to the outstanding balance of the cash advance and loan advance transactions made from my Account; (d) then to the outstanding principal balance of the purchase advance transactions made from my Account. If the payments and credits received by you within 25 days from the billing date total less than the New Balance, or if a portion of the New Balance includes cash or loan advances, the next periodic statement will include a finance charge which I agree to pay.

- M. Consent to Recovery of Payment Delinquency from Accounts:** I in consideration for and as a condition of Credit Union issuing to me a Card, I agree that if I do not make my required payments on the Card, the Credit Union can, without advance notice to me, take any Credit Union account funds in which I have an interest to recover all or part of my delinquent obligation, unless otherwise prohibited by law. This consent is not a pledge of any account funds and will not affect my right to withdraw funds prior to my default or Credit Union's exercise of Credit Union's rights under this consent. Any exercise of this right by Credit Union is not an election of remedies.

- N. Events of Default:** I will be in default under the Account and Agreement if any of the following events shall occur: (a) if I fail to comply with the minimum payment or any other terms or conditions of this Agreement or on any other obligation I have or will have with you; (b) if I try to exceed my credit limit without your permission; (c) if I have made any false or misleading statements on any credit application submitted to you; (d) if I should die or become insolvent; (e) if a petition should be filed or other proceedings should be started under the Federal Bankruptcy Code, by any authorized signer on the Account, whether or not you have been listed as a creditor; (f) if a Receiver should be appointed or a writ or order of attachment, levy or garnishment should be issued against