

Business Rewards Visa  
 AGREEMENT AND FEDERAL  
 TRUTH-IN-LENDING DISCLOSURE STATEMENT

INTEREST RATES AND INTEREST CHARGES	
Purchase Annual Percentage Rate (APR)	Business Rewards – <b>Prime + 5.00% to Prime + 13.00%, 10.50% - 18.00%</b> This APR will vary with the Market based on the Prime Rate.
Balance Transfer APR	Not Applicable
Cash Advance APR	Business Rewards - Annual Percentage Rate (APR) <b>Prime + 5.00% to Prime + 13.00%, 10.50% - 18.00%</b>
Penalty APR and When It Applies	Business Rewards - <b>Prime + 7.00% to Prime + 13.00%, 12.50% - 18.00%</b> When you do not pay the amount due by the payment due date for three straight statements.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction.
Minimum Interest Charged	If you are charged interest, the charge will be no less than <b>\$0.50</b> .
Credit Card Information	For credit card tips from the Consumer Financial Protection Bureau and to learn more about factors to consider when applying for or using credit cards visit the website at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

FEES	
Annual Fee	None
Transaction Fees • Cash Advance • Foreign Transaction • Overlimit Fee	Either <b>\$10</b> or 3% of the amount of each transfer, whichever is greater. <b>1%</b> of each transaction in US dollars. <b>\$10</b>
Penalty Fees • Late Payment • Returned Payment	<b>\$10</b> <b>\$15</b>

In this Agreement the words “I”, “me”, and “my” mean each and all of those who apply for or use California Credit Union Business Rewards Visa Card. “You”, “your”, and “yours” mean California Credit Union (CCU). “Card” means the Business Rewards Visa Card issued to me and any duplicates you may issue. “Account” means my Business Rewards Visa Card and/or Business School Rewards Visa Card account with you.

By requesting and receiving, signing or permitting others to use a Business Rewards Visa Card and/or Business School Rewards Visa Card issued to me by California Credit Union, I agree to the following terms and conditions and any amendments thereto:

**MEMBERSHIP IN THE CREDIT UNION:** I must qualify for and become a member of CCU. You reserve the right to close my account(s) if my membership in CCU terminates. I agree that at your option you may suspend my rights to member services if I violate the terms of this agreement or any other agreement with me, or if I cause a loss to CCU.

**RISK BASED PRICING:** The Annual Percentage Rate (APR) I receive will be within a range and is based on my credit. The higher credit scores get CCU’s best (lowest) rate. The lower credit scores get CCU’s highest rate.

**CONDITIONS UNDER WHICH A FINANCE CHARGE WILL BE IMPOSED:**

**HOW YOU DETERMINE CHANGES IN MY ANNUAL PERCENTAGE RATE:** The Annual Percentage Rate may increase or decrease on the first day of each monthly billing cycle (the “Adjustment Date”) during the term of this Agreement. Any such change will be based on an increase or decrease of the most recent “Prime Rate” as published by the Wall Street Journal and available as of the 15th of the calendar month prior to the Adjustment Date (herein “Index”). If more than one rate is listed under the heading “Prime Rate” in the Wall Street Journal, you shall use the lowest rate for purposes of calculating the Index. In the event that the Wall Street Journal ceases publishing the “Prime Rate”, changes in the Annual Percentage Rate will be related to a comparable Index. For example, the Index in effect on the 15th in January shall be used to calculate the Annual Percentage Rate effective as of the first day of the next billing cycle in February of the same year. The Index in effect on 15th in February shall be used to calculate the Annual Percentage Rate

effective as of the first day of the next billing cycle in March of the same year, and so forth. The maximum Annual Percentage Rate during the term of this Agreement may not exceed the maximum Annual Percentage Rate permitted for California state licensed credit unions at the time of each Annual Percentage Rate change. Decreases in the Annual Percentage Rate in accordance with the terms of this Agreement are mandatory. Increases in the Annual Percentage Rate in accordance with the terms of this Agreement are at your discretion. If the Annual Percentage Rate and corresponding Monthly Periodic Rate increases or decreases the Finance Charge will increase or decrease and the number of payments required to repay the unpaid balance may increase or decrease. Each change in the Annual Percentage Rate and the corresponding Monthly Periodic Rate will apply to any unpaid balance on the effective date of such change as well as to future purchases and advances.

**FINANCE CHARGE ON PURCHASES:** Whenever any portion of the amount shown as the Previous Balance in the current statement remains unpaid after the due date shown on the previous statement, a Finance Charge will be imposed (at the Periodic Rate for purchase transactions on the Average Daily Balance of Purchases of goods or services) on the Purchases reflected in the New Balance on my current statement. However, any new Purchases that are reflected for the first time on my current statement will not be subject to a Finance Charge during the Billing Cycle reflected in the current statement if: (a) I have no Previous Balance on my current statement (b) the payments and credits received by you are at least equal to the Previous Balance that appears on my current statement. All other new Purchases will be Purchases that are subject to a Finance Charge.” You will charge a Finance Charge on the “Purchases that are subject to a Finance Charge” from the date they are posted to my Account. The minimum Finance Charge, if any, imposed on Purchases posted to the Account will not be less than \$0.50.

The monthly Periodic Rate and the Annual Percentage Rate on Purchase Transactions in effect during any billing cycle is determined by adding a margin to the Prime Rate as set forth in more detail in the paragraph above on Prime Rate Adjustments.

**DEFAULT RATE:** Regardless of any other provision in your Agreement to the contrary (including any introductory or promotional rates), you may, when permitted by applicable law, impose a higher monthly Periodic Rate and corresponding Annual Percentage Rate (a “Default Rate”) to my Account if I fail to pay the total amount due shown on my monthly statement by the payment due date for three consecutive Billing Cycles. The Default Rate may vary, and is calculated by adding 5% to my current Annual Percentage Rate. The Default Rate will take effect on the first day of the Billing Cycle that follows a Triggering Event (failure to pay the total amount due for three consecutive billing cycles), and will apply to all of my outstanding and any new Purchases. At a minimum, the Default Rate will remain in effect as long as any scheduled payment remains past due, and for six (6) consecutive Billing Cycles after I have paid all past due amounts owed on my Account (the “Default Rate Period”). A new Default Rate Period will begin if a Triggering Event occurs during a Default Rate Period.

I must avoid a Triggering Event during an entire Default Rate Period to return the new and outstanding Purchase to their standard rates.

**HOW YOU DETERMINE THE AVERAGE DAILY BALANCE FOR PURCHASES ON WHICH MY FINANCE CHARGE IS COMPUTED:**

To get the "Average Daily Balance" for Purchases, you take the beginning balance of my account each day, add any new purchases and debits, unpaid Finance Charges, current late payment fees, annual fee and other fees, and subtract any payments or credits. This gives you the Daily Balance for Purchases. Then, you add all Daily Balances for Purchases for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives you the "Average Daily Balance for Purchases".

**HOW YOU DETERMINE MY TOTAL FINANCE CHARGE:** If payment in full was not received by you for the entire "New Balance" by the Payment Due Date, then you will calculate the Finance Charges on my account by applying the Monthly Periodic Rate to the "Average Daily Balance" on my account for Purchases. If payment in full for the entire "New Balance" shown on my statement for the previous Billing Cycle was received by you by the Payment Due Date, I will not be subject to the Finance Charges on the "Purchases" portion (which consists of transactions related to purchases of goods and services) of my account for that Billing Cycle. This is known as a "Grace Period". Then, you will take the sum of the Monthly Periodic Finance Charge on my Purchases balance for the billing cycle. This determines my total Finance Charge for the billing cycle. Actual Finance Charges will be shown on my periodic statement.

**CHOICE REWARDS (Applies to Business Rewards**

**Visa):** I will earn one percent (1%) of purchases (less returns) posted to my account each statement cycle. BALANCE TRANSFERS and CASH ADVANCES are not eligible for this program. Rewards (rebates) can be redeemed at my discretion for options available in the Choice Rewards program. Any unused rewards will be forfeited at the time a card is closed, or otherwise canceled.

**PROMOTIONAL PROGRAMS:** From time to time, you may offer a promotional Periodic Rate on all or a portion of Purchase balances in my Account ("Promotional Balances"). If I take advantage of a Promotional Balance Program, the resulting Promotional Balance will be subject to the terms of that specific promotional offer and this Agreement. Any promotional Periodic Rate will apply to those Promotional Balances until the last day specified in the Promotional Balance offer, the date the Account is closed to future transactions, or the date the Account becomes subject to a Default rate as provided in this agreement (the "Termination Date"). Beginning on the first day of a Billing Cycle following the Termination Date, the Periodic Rate applied to Promotional Balances will be determined as described above in the Section "How You Determine My Total Finance Charge." In each Promotional Balance Program, any terms of the program not disclosed in this agreement (such as the Annual Percentage Rate, effective dates and any grace period) will be detailed in the Promotional Balance offer.

**PAYMENT:** I promise to repay you at your office all sums advanced to me or any person I permit to use this account on the terms and conditions set

forth herein. Payments will continue until I have paid in full the unpaid balance, Finance Charges and any other fees and charges.

**PREPAYMENT OR IRREGULAR PAYMENTS:** Though I need only pay the Minimum Monthly Payment Due, I understand that I have the right to repay my balance at any time without penalty. I also understand I will only be charged Finance Charges to the date I repay my entire balance. I may make larger payments without penalty and this may reduce the total amount of Finance Charges that I will repay. Any partial payment of my balance will not advance my next payment due date(s). I understand that any payment that (a) delays or (b) accelerates the repayment of my unpaid balance will (a) increase or (b) decrease my Periodic Finance Charges.

**MINIMUM MONTHLY PAYMENT:** Every month, I must pay at least the Minimum Monthly Payment due by the Payment Due Date shown on my statement. I may, of course, pay more frequently, pay more, or pay the New Balance in full and I will reduce my periodic Finance Charge by doing so. The Minimum Monthly Payment will be either (a) 2% of my New Balance or \$25.00, whichever is greater, or (b) my New Balance, if it is equal to or less than \$25.00. In addition, I must pay any amount shown on my statement as past due and any late charge. Lastly, at any time my New Balance exceeds my Credit Limit, I must pay the excess as well as any Overlimit Charges.

I understand that my Payments are applied in the following order: a) unpaid Periodic Finance Charge on Promotions, b) the unpaid Periodic Finance Charge on Purchases, c) the unpaid fees and charges, if any, d) the unpaid balances on Promotional Rates, e) unpaid cash advances and f) the unpaid balance of Purchases.

**MINIMUM FINANCE CHARGE:** I will be charged a minimum Finance Charge of \$0.50 in any month a Finance Charge is imposed.

**OVERLIMIT CHARGE:** I may be charged \$10.00 in each billing cycle in which I exceed my credit limit.

**LATE CHARGE:** If my current Minimum Monthly Payment is not received by you within five (5) days following my payment due date, I will be charged a late charge of \$7.00.

**RETURN PAYMENT CHARGE:** A charge of \$15.00 will be added to my account for each payment I make to you by any means (paper or electronic), which is returned to you for any reason.

**STOP PAYMENT FEE:** A charge of \$15.00 will be added to the Purchase balance of my Account if I ask to stop payment on any credit card check drawn on my Account.

**TRANSACTION FEE FOR CASH ADVANCES:** I will be charged a transaction fee on each cash advance I initiate, whether I receive cash or a check, equal to 3% of the advance with a minimum fee of \$10.00.

**TRANSACTION COPY FEE:** I may obtain copies of my transaction slips. I understand that I will be subject to a fee of \$10 for each transaction that I request.

**CREDIT LIMIT:** You will establish a Credit Limit for me. I agree not to let the unpaid balance exceed this Credit Limit. I agree to advise you of any change in my financial condition which may affect my credit worthiness. I agree that I shall update the credit information that I have provided you,

from time to time, on your demand. I may request an increase in my Credit Limit, but Credit Limit increases must be approved by you.

**PURCHASES AND ADVANCES:** I may make Purchases in accordance with then current loan policies up to my Credit Limit. I understand that all purchases and other transactions requested by me are subject to your approval.

**USING THE CARD:** To make a Purchase I must present the card or card number to a participating Visa plan merchant, to you, or to another financial institution, and sign or authorize a sales draft.

**ILLEGAL TRANSACTIONS:** I must not use my Card for any unlawful purpose. I agree that I will not use your Card or account for any transaction that is illegal under any applicable law.

**DEFAULT:** I will be in default if 1) I do not pay on time or in the proper amount; 2) I fail to abide by the terms of this Agreement or any other agreement I have with you; 3) I make any false or misleading statements in any credit application or update of information; 4) I die, become insolvent or am the subject of bankruptcy or receivership proceedings; 5) something happens which you believe substantially reduces my ability to repay.

**ACCELERATION AND COLLECTION COSTS:** If I am in default, you may demand immediate payment of the unpaid balance, Finance Charges, late charges, annual fees, over limit fees and collection costs. I understand that I will be subject to Finance Charges (at the applicable Periodic Rate), late charges, annual fees, over limit fees and collection costs under the terms disclosed in this Agreement, until I repay my entire balance. I also agree to pay your reasonable attorney's fees and court costs.

**RESPONSIBILITY:** I agree to repay you according to the terms of this Agreement for all Purchases, Finance Charges, late charges, annual fees and overlimit fees, if any, arising from the use of the account by me or any other person I permit to use my account, even if that person exceeds my permission. I understand that once I authorize any person to use this account, this authorization will be in force, until I revoke this authorization in writing to you. Any person using the account is jointly and severally responsible with me.

**UNAUTHORIZED USE:** I may be liable for the unauthorized use of my card.

**TERMINATION:** 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 according to the terms of this Agreement.

**TRANSACTION SLIPS:** My statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, credit or other slips cannot be returned with the statement. I will retain the copy of such slips furnished at the time of the transaction in order to verify my monthly statement. You may make a reasonable charge for any Photostatted copies of slips I request.

**FOREIGN TRANSACTIONS (ISA fee):** When I use my card for a foreign transaction, the transaction amount may be converted into U.S. dollars by

applying an exchange rate selected by VISA from among the range of rates available in wholesale currency markets or the government-mandated rate on the date the transaction is processed. The rate chosen may vary from the rate VISA itself receives. A fee equal to 1% of the transaction amount is added to each international transaction. For example if your international transaction resulted in US \$100, the fee would be \$1.00.

**RETURNS AND ADJUSTMENTS:** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending you a credit slip which you will post to my account. If my credits and payments exceed what I owe you, you will hold and apply this credit balance against future Purchases, or if it is \$1.00 or more, refund it on my written request or automatically after six (6) months.

**OWNERSHIP OF CARDS:** Any card or other device, which you supply to me is non-transferable and is the property of you. You may repossess any and all cards at any time at your sole discretion without demand or notice. All cards must be returned to you, or to any person whom you authorize to act as your agent, or any person who is authorized to honor the cards according to instructions.

**TERMINATION OF CARD PRIVILEGES:** If my card privileges are terminated, I must immediately surrender all of my Cards. Termination of Card privileges does not affect any rights and obligations for transactions made with the Card before the privileges were terminated.

**SURRENDER OF CARD(S):** The Card(s) remains your property and, if you request, I must surrender to you all cards you have issued on my account.

**LOST OR STOLEN CARDS:** To report lost or stolen card(s) I will call you at 1 (877) 875-8092.

**PIN CHANGE:** I will call 1 (888) 891-2434 to change my PIN to one of my choosing.

**CARD REPLACEMENT FEE:** Allowed 3 free card replacement per calendar year, with a subsequent charge of \$5.00 per card.

**PAYMENTS MARKED "PAID IN FULL":** You may accept checks, money orders, or other types of payment marked "payment in full" or other language to indicate full satisfaction of any indebtedness, without being bound by such language or waiving any right under this Agreement. You shall accept full satisfaction of indebtedness only in a written agreement, signed by your authorized representative.

**DELAY IN ENFORCEMENT:** You can delay in enforcing any of your rights under this Agreement without losing them.

**GOVERNING LAW:** I understand and agree that this Agreement is made in California and shall be governed by the laws of the State of California to the extent that California Law is not inconsistent with controlling Federal law. I also understand that California's choice of law rules shall not be applied if they would result in the application of non-California law.

**FORCE MAJEURE:** You are not liable for failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, terrorist action, Act of God or other circumstances beyond your control.

**INTEGRATED DOCUMENT(S):** Any separate sheet of paper labeled "Addendum" which is delivered together with this form is an integrated part of this Agreement.

**CHANGE OF NAME, ADDRESS and EMPLOYMENT STATUS:**

I understand that I must report to you any change in my name, address or employment status within sixty (60) days of such change. If I fail to notify you of my new address you may charge a fee of \$5.00 to my account.

**CHANGE OF TERMS:** This Agreement is the contract which applies to all transactions on my account even though the sales, credit or other slips I sign or receive may contain different terms. I understand that you may amend, modify, add to, or delete from this Agreement any of its terms and conditions, including the method of application and the amount of Finance Charge, effective as to any unpaid balance outstanding and any subsequent advance by mailing a notice of the change to me at my last known address.

**STATEMENTS:** With certain exceptions, CCU provides account holders with statements listing the account transactions. I agree to examine my statements as soon as I receive them. I assume full responsibility for monitoring and reviewing the activity of my account and the work of my employees, agents, and accountants. I further agree that I cannot assert a claim against CCU on any items or transactions that are disputed. My statements and notices will be mailed to the last address you have on file for the account. If my signature card indicates that statements and notices are to be held by you, you may mail them to the last address on file for the account if they are not picked up within 90 days. If two consecutive statements and/or notices are returned to CCU by the Postal Service for any reason, you may hold subsequent statements and notices of every kind until we receive forwarding information from me and you may destroy such statements and notices if I do not claim them within one (1) year from the date of mailing. If I do not receive my scheduled statement, it is my obligation to notify you of that fact. If I choose to receive electronic statements from options available to me online, then I agree that if it is my responsibility to ensure that I can open the electronic statement format when the electronic statement is made available in the online portal. Furthermore, I agree to follow the prescribed online security procedure to access the statements and that said security procedure is reasonable.

**CONSUMER REGULATIONS:** The error resolution and liability provisions of the consumer regulations (Truth in Lending Act and Electronic Funds Transactions Act and others not named) as well as consumer rights that may be indicated on the back of the periodic statements **DO NOT APPLY** to business or corporate accounts. **Business and Corporate account holders assume full responsibility for any unauthorized use of any access device and/or PIN and agree to indemnify and hold CCU harmless from all claims, losses and damages related to unauthorized transactions. Under no circumstances will CCU be liable for any special or consequential damages.**

**HOLD HARMLESS AND INDEMNITY:** In addition to any other rights CCU may have under this Agreement (or other agreements), or at law or in equity, I agree to indemnify and hold you harmless against any harm, losses, cost or other expenses (including attorneys' fees and costs)

("Loss") incurred by CCU as a result of or arising out of action or inaction by me or any other account holder in connection with any of my accounts with you. Where there is more than one account holder, this hold harmless and indemnity obligation is joint and several. Without limiting the foregoing, this hold harmless and indemnity will include any loss suffered or incurred by CCU due to any US or foreign governmental entity seizing, freeing or otherwise asserting or causing you to assert control over any account or funds in an account of mine; and will apply whether or not such action is ultimately determined to be authorized under the laws of the US or its territories, or of any foreign jurisdiction. I specifically agree that you are not required to inquire or determine the authenticity of any action taken by any US or foreign governmental entity prior to acceding to any legal process initiated by it. In no event shall you be liable to me for special, punitive or consequential damages or for any incidental expenses incurred by me, including, without limitation, attorney's fees.

**RIGHT TO OFFSET:** I authorize you to collect any outstanding amounts due, including but not limited to fees and interest, from a deposit account held in the business name, in my name or in the name of any of the associated guarantors.

**RELEASING ACCOUNT INFORMATION:** I authorize you to release information regarding the current status and history of my account to others. You may release information: (1) where it is necessary or helpful to complete a transaction; (2) to verify the existence and condition of your account for a third party, such as a merchant or another financial institution; (3) to comply with the law or a court order; (4) when an inquiry is made regarding whether my account has sufficient funds to cover a check drawn on my account, (5) with my authorization; and (6) for other legitimate business purposes. CCU, from time to time, enters into agreements with third parties to provide bank related services for the CCU. The services provided by the third parties may include check-processing services, data processing services or other bank-related services. I authorize you to release information regarding my account to such third-party service providers in connection with the service providers providing bank related services for CCU.

**CREDIT INFORMATION:** I authorize you to investigate my credit standing when opening, renewing or reviewing my account, and I authorize you to disclose information regarding my account to credit bureaus and other creditors who inquire about my credit standing to the extent authorized by law.

**CREDIT COVENANTS:** I will provide you the required information within 45 days of your request, which may include personal financial statements, business financial statements, real estate schedules and tax returns including all schedules.

**NEGATIVE CREDIT REPORTING:** CCU may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report.

**ARBITRATION:** This provision contains the terms of how a dispute between you and me will be resolved. Please read this provision carefully since it specifically limits my rights in the event of such dispute. By this provision, at the request of you or me, disputes must be resolved by

arbitration. Arbitration is a means of having an independent third party resolve a dispute without using the court system. With arbitration, there is no right to appeal the decision of the arbitrator as there is normally in the court system. By this Agreement I understand that each of us is waiving the right to a jury trial or a trial before a judge in a public court. Either of us may submit a dispute concerning this Agreement to binding arbitration at any reasonable time, notwithstanding that a lawsuit or other proceeding has been commenced. If either of us fails to submit to binding arbitration following a lawful demand, the one who fails to submit bears all costs and expenses incurred by the other compelling arbitration.

Any controversy or claim arising out of or relating to this Agreement, or the accounts covered by this Agreement, will be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration rules when the amount in controversy exceeds \$5,000. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. All statutes of limitation and rules of law that would otherwise be applicable to this Agreement, including those provided in the California Commercial Code, shall apply to any arbitration proceeding. To the extent that there is any variance between the AAA Rules and this Agreement this Agreement shall control. Arbitrators must have expertise in the substantive laws applicable to the subject matter of the dispute. I agree to take all steps, and execute all documents, necessary for the implementation of arbitration proceedings. This arbitration provision supersedes all prior arrangements and other communications concerning dispute resolution as to this Agreement. In the event more than one arbitration agreement entered into by us is potentially applicable to a dispute, the one most directly related to the account or transaction that is the subject of the dispute shall control.

**COPY RECEIVED:** By activating and/or using my Card or allowing an authorized user to use my Card, I acknowledge receipt of a copy of this Agreement and agree to and accept its terms.

Disclosure and rates effective as of February 28, 2019.

**California**  
CREDIT UNION

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