



## VISA® BUSINESS CREDIT CARD AGREEMENT AND DISCLOSURE

### AGREEMENT-DEFINITIONS OF THE PARTIES

This VISA Business Credit Card Agreement (“Agreement”) governs the terms and conditions of the VISA Business Credit Card (“Card”) account (“Account”), including all Cards bearing the same Account number. The word Card shall include one or more cards or other access devices, including your Account number, issued to you, or to someone you authorize, under this Agreement, including Exhibit A, attached hereto and incorporated herein by reference. Please retain for your records and carefully review this Agreement.

The words “you,” “your,” and “yours” include each corporation, partnership, sole proprietorship, business entity or individual who applied for an Account and whose application we have approved as well as any guarantor.

The words the “Credit Union,” “we,” “us,” and “our” mean Wright-Patt Credit Union, Inc. an Ohio not-for-profit corporation, with its principal offices located at 3560 Pentagon Blvd Beaver Creek, Ohio 45431. Telephone numbers: (937) 912-7000; (800) 762-0047; TTY (800) 750-0750.

By opening an Account and using your Card, you agree to use the Account only for legitimate business purposes and not for personal, family, or household purposes, and to comply with this Agreement. This Agreement will be effective on either the date you sign or otherwise submit the application for the Account that we approve or the date you, or someone you authorized, uses the Card or the Account, whichever is earlier (“Effective Date”). You agree that by using the Account or a Card, signing or submitting an Account application or other Account document or otherwise accepting the Account or a Card, you accept the terms and conditions of this Agreement.

### FINANCE CHARGES

a. Calculation of Finance Charges. Subject to the terms of this Agreement, all balances on the Account are subject to a periodic finance charge (“Finance Charge”) on the average daily balances outstanding during the month (including new transactions). To get the average daily balance, we take the beginning balance of the Account each day, add any new purchases, cash advances, debit adjustments, or other charges and subtract any payments, unpaid Finance Charges, and credits. This gives us the daily balance. Then, we calculate the average daily balance by adding up all the daily balances for the billing cycle and dividing them by a certain number of days, as follows: (a) for the first billing cycle, the sum of all daily balances for that cycle is divided by thirty days (regardless of the actual number of days in that cycle) to calculate the average daily balance; and (b) for the second and each subsequent billing cycle, the sum of all daily balances for that cycle is divided by the actual number of days in that cycle to calculate the average daily balance. The Finance Charge for the billing cycle is computed by multiplying the average daily balance subject to a Finance Charge by the Periodic Rate as it may be adjusted pursuant to the terms of this Agreement.



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b. Periodic Rate. The periodic rate is disclosed to you in the Business Credit Card Rate Disclosure accompanying your Card, which is hereby incorporated herein by reference.

c. Variable Rate. Cash advances made on the Account are subject to a variable rate, which is based on the highest Prime Rate as published in the Money Rates section of the Wall Street Journal in effect on the last day of each calendar quarter of each year (“Index”) plus our margin (“Margin”), which was disclosed on your Business Credit Card Rate Disclosure. The Index plus the Margin equals the interest rate (“Interest Rate”). Changes in the Index will cause changes in the Interest Rate on the first day of the billing cycle in the month immediately following any such change in the Index. Increases or decreases in the Interest Rate will cause like increases or decreases in the Finance Charge and will affect the amount of your payments. The Interest Rate will never be greater than 25% or the maximum rate permitted by law, whichever is less, and will apply to the remaining principal balance. Applicable variable rate information is disclosed to you in the Business Credit Card Rate Disclosure accompanying your Card.

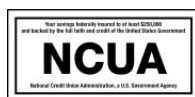
d. Grace Period. We will not charge interest on your purchases made within a given billing cycle if you pay the entire balance owed for that billing cycle by the Payment Due Date, which is the date occurring 27 days after the statement closing date. You acknowledge that payments received after 3:00 p.m. EST or on weekends or federal holidays may not be credited until the next business day.

e. Minimum Payment Due. The Minimum Payment Due will be shown on your statement. The monthly Minimum Payment Due is calculated as 2% of the unpaid Account balance as shown on the statement. In all cases, you will also owe any portion of the Minimum Payment Due shown on prior statement(s) which remain unpaid, plus any amount that exceeds your approved credit limit. In any event, the Minimum Payment Due is subject to the lesser of \$20.00 or your Account balance. Payments must be made to us in U.S. dollars drawn on a U.S. financial institution.

f. Late Charge. If your Minimum Payment Due is more than five days late, you will be charged the lesser of: (a) the amount of the minimum payment due; or (b) \$20.00.

g. Returned Payment. There will be a charge of up to \$19.00 each time any check, other negotiable instrument used for payment, or electronic payment is returned unpaid.

h. Foreign Transactions. For transactions initiated in foreign currencies the exchange rate between the transaction currency and U.S. dollars will be: (a) 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 (b) the government-mandated rate in effect for the applicable central processing date. For transactions involving your Card you will be charged 1.00% calculated on the final settlement amount for transactions that are initiated in foreign countries.



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## CREDIT LIMIT

We establish a credit limit for your Account, and we will advise you of your applicable credit limit. A portion of your credit limit may be available for cash advances. You will not let the sum of all transactions posted to your Account, plus any interest charges, fees, and other charges exceed your credit limit. We will not be liable to you if we, in our sole discretion, decide to authorize or accept any transactions on your Account that exceed your available credit limit. We may, from time to time and in our sole discretion, change your credit limit, reduce your credit limit to zero and close your Account or limit the number or amount of transactions on your Account based on an evaluation of various factors, including, but not limited to, your credit history, financial condition, your ability to repay amounts owed in connection with the Account, and suspected fraud. We may request that you immediately repay the amount in excess of your available credit limit.

## AGREEMENT TO PAY

You shall be liable and agree to pay us for all transactions made on the Account, including transactions that exceed the credit limit. You agree to pay any fees, interest charges, or other charges due under this Agreement. You are responsible for all transactions and other amounts posted to your Account arising from the authorized use of your Account. If you have authorized another person to use your Account in any way, we will deem your authorization to include the authorization to make transactions of any kind using your Account and to incur related fees and charges. We will also deem your authorization to continue until you revoke it by notifying us in writing and preventing that person from using your Account. We are not responsible for controlling any user or any person whom you have asked us to add to your Account or someone you let use your Account. Please give due consideration before you allow anyone to become an authorized user on your Account because you are allowing the person to use the Account as you can. If you wish to remove any such person's ability to use your Account, you must notify us in writing. This notice will not be effective until received by us and we have had a reasonable opportunity to act on it.

### STATUTORY LIEN.

**As a condition for the issuance of a credit card and the extension of any credit under this Agreement, you hereby grant a security interest in and consent to a lien on all present and future share, checking, share certificate, and other deposit accounts (excluding any Keogh, or individual retirement or investment retirement accounts) you have with us and any dividends due or to become due to you to the extent that you owe on any unpaid balance on this Account and we may enforce our right to enforce our lien without further notice to you. Additionally, you agree that we may set-off any mutual indebtedness as permitted by laws applicable to business accounts.**



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## ADDITIONAL SECURITY

If you have other loans with us, or take out other loans or credit extensions with us in the future, collateral securing those loans or credit extensions will also secure obligations under this Agreement. However, unless you expressly agree otherwise, any household goods and dwelling will not secure obligations under this Agreement even if we have, or later acquire, a security interest in the household goods or a mortgage on the dwelling.

## USE OF THE CARD

Subject to the terms and conditions of this Agreement, you may use your Card to buy goods and services in any place that it is honored, and to get cash advances at participating financial institutions. You agree not to use your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable federal, state or local law. You agree not to exceed the credit limit for the Account. Unless prohibited by applicable law, we may, from time to time, limit the type, number and dollar amount of any transactions, even if you have sufficient available credit. We may also terminate or suspend your use of your Account and Card and access to your Account without notice unless prohibited by applicable law.

## EFFECT OF THE AGREEMENT

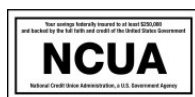
Even though the sales, cash advance, credit or other slips you may sign or receive when using your Card contain terms, this Agreement is the contract which solely applies to all transactions involving the Card. Any conflict between the terms of this Agreement and any slips you may sign or receive shall be resolved in favor of this Agreement.

## OWNERSHIP OF CARD

The Card issued to you is and remains the Credit Union's property and the Credit Union can cancel the Account and retrieve the Card at any time, for any reason, and without notice. You must return the Card to the Credit Union upon request. Upon demand for surrender of all Cards, no further purchases or cash advances may be made and use of a Card after notice of cancellation may violate state law.

## REFUSAL TO HONOR CARDS

We are not liable for the refusal or inability of merchants, financial institutions, and others to accept the Cards, or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of the Cards.



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## LOST CARDS AND UNAUTHORIZED USE

You may be liable for the unauthorized use of the Card. You must notify us immediately and assist us in our investigation if your Card is lost or stolen or if you believe someone is using your Account or Card without your permission. You will not be liable for the unauthorized use that occurs after notification of the loss, theft, or possible unauthorized use by promptly calling us at (800)762-0047.

## CREDITS

If a merchant who honors your Card gives you credit for returns or adjustments, the credit will be posted to the Account. If your credits and payments exceed the amount that is owed on the Account, we will hold and apply the credit against future purchases and cash advances. If your Account has a positive balance for 60 days or longer, a refund may be issued to you.

## PERIODIC STATEMENTS

On a regular basis we will provide to you a statement reflecting all transactions on the Account including amounts paid and borrowed since the last statement. Such statement shall be deemed correct and accepted by you unless we are notified to the contrary in writing within 60 days of mailing (or e-mailing) such statement. You will pay such statement by remitting to us, by the Payment Due Date, either the full amount billed or an installment equal to at least the Minimum Payment Due plus any past due amounts and amounts exceeding your credit limit. You agree that we need not send you a statement if we feel your Account is uncollectible or if we have started collection proceedings against you because you defaulted. Except as otherwise stated in this Agreement, we will send your Account statement to you at the address as it appears in our records.

## DEFAULT

The Account will be in default if any of the following occurs: **A. Payments.** You fail to make a payment in full when due; **B. Insolvency or Bankruptcy.** You make an assignment for the benefit of creditors or become insolvent, either because your liabilities exceed your assets or you are unable to pay your debts as they become due; or you petition for protection under Federal, state or local bankruptcy, insolvency or debtor relief laws, or you are the subject of a petition or action under such laws and fail to have the petition or action dismissed within a reasonable period of time not to exceed 60 days; **C. Business Termination.** You merge, dissolve, reorganize, end the business or existence, or a partner or majority owner dies or is declared legally incompetent; **D. Failure to Perform.** You fail to perform any condition or to keep any promise or covenant of this Agreement; **E. Other Agreements.** You are in default on any other debt or agreement with us; **F. Misrepresentation.** You make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided; **G. Judgment.** You fail to satisfy or appeal any judgment; **H. Name Change.** You change your name or assume an additional name without notifying us before making such a change; **I. Property Transfer.** You transfer all or a substantial part of your money or property; **J. Material Change.** Without first notifying us, there is a material change in the business, including ownership, management, and financial conditions; **K. Insecurity.** We reasonably believe that we are insecure.



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Upon any occurrence of default, we may, to the extent permitted by law, cancel your rights under this Agreement, require the return of all access Cards and declare the entire balance of the Account immediately due and payable, without prior notice or demand.

#### COLLECTION COSTS

In the event collection efforts are required to obtain payment on this Account, to the extent permitted by law, you agree to pay all court costs, private process server fees, investigation fees or other costs incurred in collection and reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement.

#### ENFORCEMENT

We do not lose our rights under this Agreement if we delay enforcing them. We can accept late payments, partial payments or any other payments even if they are marked "Payment in Full" or with words of similar effect without losing any of our rights under this Agreement or to collect the full balance. If any provision of this Agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect. You agree that the Credit Union and its agents or service companies may monitor and/or record any telephone communications with you.

#### AMENDMENTS

Subject to applicable law, this Agreement may be amended by us at any time. Any changes will generally be effective immediately unless we are required by law to provide you with advance written notice of the proposed change(s), in which event the changes will be effective immediately following the effective date stated in the notice. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the Periodic Rate applicable to your unpaid balance and future advances.

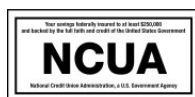
#### TERMINATION

Either you or we may cancel your Account at any time, whether or not you are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of this Agreement.

#### GOVERNING LAW

Except to the extent that Federal law is applicable, the validity, construction and enforcement of this Agreement and all matters arising out of the issuance and use of the card shall be governed by the laws of the State of Ohio.

You further agree that the Account shall be subject to all applicable rules and regulations of VISA, and if there is a conflict between the provisions of this Agreement and the rules and regulations of VISA, the rules and regulations of VISA shall control.



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## CREDIT REPORTS

We can reinvestigate and reevaluate any information you provided on your credit application at any time, and in the course of doing so, we may ask you for additional information, request credit bureau reports and/or otherwise verify your current credit standing. You agree that we may release information to others, such as credit bureaus, regarding the status and history of your Account. However, we are not obligated to release any such information to anyone unless we are required by law to do so.

## ARBITRATION OF CLAIMS AND DISPUTES AND WAIVER OF CLASS ACTION PROVISION

- a. **Binding Arbitration and Class Action Waiver: RESOLUTION OF DISPUTES BY ARBITRATION:** THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.
- b. **Agreement to Arbitrate Disputes:** Either you or we may elect, without the other's consent, to require that any dispute between us concerning your Accounts and the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA").

- c. **Disputes Covered by Arbitration:** Claims or disputes between you and us arising out of or relating to your Account(s), transactions involving your Account(s), safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. Disputes also include claims or disputes relating to the enforceability, validity, scope or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. All such disputes are referred to in this section as "Claims".

An exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis. Claims or disputes arising from your status as a borrower under any loan



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agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.

- d. **No Class Action or Joinder of Parties:** YOU ACKNOWLEDGE THAT you and we agree that no class action, class-wide arbitration, private attorney general action, or other proceeding where someone acts in a representative capacity, may be pursued in ANY arbitration OR IN ANY court proceeding, REGARDLESS OF when THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.
- e. **Right to Reject this Resolution of Disputes by Arbitration Provision:** you have the right to opt-out of this agreement to arbitrate if you tell us within 30 days of the opening of your account or the mailing of this notice, whichever is sooner. To opt-out, send us written notice that you reject the Resolution of Disputes by Arbitration provision, including your name as listed on your account and your account number to the following address: Wright-Patt Credit Union, Inc., Attention: Legal Department, 3560 Pentagon Blvd., Beavercreek, Ohio 45431. Otherwise, this agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.
- f. **The Arbitration Proceedings.** The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association or JAMS. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).
- g. **Costs:** The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.



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- h. **Right to Resort to Provisional Remedies Preserved:** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.
  
- i. **Severability, Survival:** These arbitration provisions shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between you and us.



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