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# Visa® Business Credit Card Agreement and Disclosure Statement

Effective January 24th, 2022

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Better banking. Higher purpose.

P.O. Box 2400  
Brea, CA 92822-2400

[www.adelfibanking.com](http://www.adelfibanking.com)

<b>USA</b>	800.921.1130
<b>Local</b>	714.671.5700
<b>International</b>	714.671.5705
<b>Fax</b>	714.671.5775
<b>Email</b>	<a href="mailto:ministry@adelfibanking.com">ministry@adelfibanking.com</a>
<b>Call Center Hours</b>	6:30 a.m. - 4:30 p.m. (PT)

After hours, please leave a detailed message of how we can reach you worldwide.



Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government. National Credit Union Administration (NCUA), a U.S. Government Agency.

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# Visa Business Credit Card Agreement and Disclosure Statement

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Borrower agrees to the following terms and conditions and any amendments thereto. By requesting and receiving, signing, using or permitting others to use a Visa Business Card issued to you by the Adelfi Credit Union (Adelfi), hereinafter referred to as "Lender", you agree to the following:

### A. REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each use of the card or cards, and at all times any indebtedness exists:

**1. Organization** Borrower is a corporation which is duly organized, validly existing, and in good standing under the laws of the State in which the Borrower is incorporated and is validly existing and in good standing in all states in which Borrower is doing business. Borrower has the full power and authority to own its properties and to transact the businesses in which it is presently engaged or presently proposes to engage. Borrower also is duly qualified as a foreign corporation and is in good standing in all states in which the failure to so qualify would have a material adverse effect on its businesses or financial condition.

**2. Authorization** The execution, delivery, and performance of this Agreement and all related documents by Borrower, to the extent to be executed, delivered, or performed by Borrower, have been duly authorized by all necessary action by Borrower; do not require the consent or approval of any other person, regulatory authority, or governmental body; and do not conflict with, result in a violation of, or constitute a default under (a) any provision of its articles of incorporation or organization, or bylaws, or any agreement, or other instrument binding upon Borrower, or (b) any law, governmental regulation, court decree, or order applicable to Borrower.

**3. Financial Information** Each financial statement of Borrower supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

### B. AFFIRMATIVE COVENANTS

Borrower covenants and agrees with Lender that, while this Agreement is in effect, Borrower will:

**1. Unauthorized Use of Account-Disputed Charges** Notify Lender by eZBusiness online, telephone at 800.921.1130, email, letter, or any other reasonable means that an unauthorized use of this account has occurred, immediately after Borrower's discovery thereof, and shall reasonably assist Lender in determining the facts and circumstances relating to any unauthorized use of the account.

**2. Unauthorized Use of Account-By Cardholder** Not consummate any credit transaction under this agreement upon knowing that the credit privileges under this account have been terminated or suspended.

**3. Loss, Theft or Possible Unauthorized Use** Notify Lender immediately, orally or in writing of the loss, theft, or possible unauthorized use of a credit card at:

Toll Free Number 800.921.1130  
Email: ministry@Adelfi.org  
P.O. Box 2400 Inca, CA 92822-2400

**Visa's Zero Liability protection is included with the Adelfi Visa Business card.** With Zero Liability, you are protected against fraudulent and unauthorized activity on your card. Visa's Zero Liability policy covers U.S.-issued cards only and does not apply to ATM transactions, PIN transactions not processed by Visa, or certain commercial card transactions. Visa Business cardholders must notify issuer promptly, but are required to notify Adelfi within 60 calendar days of the mailing date of the first statement showing any unauthorized transactions. Adelfi may impose greater liability on the cardholder if Adelfi reasonably determines that the unauthorized transaction was caused by the gross negligence or fraudulent action of the cardholder—which may include your delay for an unreasonable time in reporting unauthorized transactions. The business or organization may only impose liability on its employees for unauthorized use of card as authorized by federal law and regulation. The Visa Business Liability Waiver Program may reimburse applicable charges if the charges were made by a cardholder who is no longer employed by Borrower. See separate disclosure for details.

**4. Financial Condition and Litigation** Promptly inform Lender in writing of (a) all material adverse changes in Borrower's financial condition, and (b) all existing and all threatened litigation, claims, investigations, administrative

proceedings, or similar actions affecting Borrower which could materially affect the financial condition of Borrower.

**5. Financial Records** Maintain its books and records in accordance with generally accepted accounting principles, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

**6. Financial Statements** if requested, please furnish Lender with, as soon as available, but in no event later than one hundred and twenty (120) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended. All financial reports required to be provided under this Agreement shall be prepared in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by Borrower as being true and correct.

**7. Additional Information** Furnish such additional information and statements, lists of assets and liabilities, aging of receivables and payables, inventory schedules, budgets, forecasts, tax returns, and other reports with respect to Borrower's financial condition and business operations as Lender may request from time to time.

**8. Operations** Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner and in compliance with all applicable federal, state and municipal laws, ordinances, rules and regulations respecting its properties, charters, businesses and operations, including without limitation, compliance with the Americans With Disabilities Act and with all minimum funding standards and other requirements of ERISA and other laws applicable to Borrower's employee benefit plans.

### C. NEGATIVE COVENANTS

Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

**1. Indebtedness and Liens** (a) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur, or assume indebtedness for borrowed money, including capital leases, (b) except as allowed as a Permitted Lien, sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets, or (c) sell with recourse any of Borrower's accounts, except to Lender.

**2. Continuity of Operations** (a) Engage in any business activities substantially different than those in which Borrower is presently engaged, (b) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change ownership, change its name, dissolve or transfer or sell collateral out of the ordinary course of business, (c) pay any dividends on Borrower's stock (other than dividends payable in its stock), provided, however that notwithstanding the foregoing, but only so long as no Event of Default has occurred and is continuing or would result from the payment of dividends, if Borrower is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as amended), Borrower may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the shareholders to pay income taxes and make estimated income tax payments to satisfy their liabilities under federal and state law which arise solely from their status as Shareholders of a Subchapter S Corporation because of their ownership of shares of stock of Borrower, or (d) purchase or retire any of Borrower's outstanding shares or alter or amend Borrower's capital structure.

### D. TERMS

**1. Maximum Credit Limit** Borrower has applied to Lender for a Visa Business Card Line of Credit Account. The loans which the Lender may extend to the Borrower under this account shall at no time exceed the assigned credit limits, hereinafter referred to as the Maximum Credit Limit. Borrower understands that the Lender is not required to extend credit in excess of the Borrower's credit limit or after the termination of this account.

**2. Credit Purchases/Cash Advances** The card and the account may be used for authorized business purposes only and may not be used for personal, family, or household purposes. Borrower may use the card/account to make legal purchases and cash advances.

Borrower and authorized cardholders may use the card or account to purchase goods, labor, insurance, or services through sellers and lessors that honor Your Card or Account for the purpose of completing a purchase.

The borrower and cardholder are responsible for transactions that You, other Cardholders, and Authorized Users make, whether the transactions are legal or not.

**3. Ownership of Card** Each card is the property of the Lender. It is not transferable and must be surrendered upon demand. It can be cancelled as well as repossessed by Lender or its designee, and the privileges thereof revoked at any time without prior notice.

**4. Refusal to Honor Card** All Credit Purchases and Loans are affected at the option of the Seller and Cash Advancing Bank, respectively, and Lender shall not be responsible for refusal by any Seller or Cash Advancing Bank to honor the Card or any Related Card.

**5. Foreign Transactions** If borrower incurs charges in any other currency, the charges will be converted into U.S. Dollars. The conversion may occur after the transaction date and the conversion rate may differ from the rate of exchange in effect at the time of the transaction. Cardholder agrees to pay the converted amount to Lender in U.S. dollars plus any charge for conversion or processing that may be imposed.

**6. Refund, Adjustment, or Credit** Any refund, adjustment, or credit allowed by Seller shall not be by cash but rather by Credit Advice to Lender which shall be shown as a credit on Cardholder's account with Lender.

### E. ONLINE CARD MANAGEMENT

eZBusiness online card management (eZBusiness) allows your designated Visa Business Contact(s) (Contacts) to use a personal computer or mobile device to access your Visa Business account(s), 24 hours a day, 7 days a week. Interruptions due to system maintenance or causes beyond our control are possible.

Upon opening your Visa Business Credit Card Account and providing the required Adelfi documents to authorize this service, the Contacts you authorize may, by use of an individual log in identification ("User Identification") and a password ("Access Code"), perform card management functions that include but are not limited to the following:

- Open individual cardholder accounts designating cardholders to borrow money from Adelfi in the name of the corporation up to the master limit.
- Close individual cardholder accounts
- Change cardholder purchase and cash credit limits
- Set and change cardholder contact information including phone, email and address
- View all cardholder activity and statements
- Make payments
- Dispute transactions
- Manage cardholder access to view their online activity through eZCard
- Conduct all other business with Adelfi as reasonably required to maintain this Visa business account

You agree that upon completion of the Visa Business Credit Card Application or Visa Business Contact Authorization Addendum, the Contact(s) you identified as Manage Card Program will receive an email containing a hyperlink through which they will complete the enrollment process. They will be asked to create a User ID and Access Code. Once created, the Contact(s) assigned to your organization will be able to manage your Visa Business Credit Card accounts.

Adelfi may, at its sole discretion, at any time and without prior notice, discontinue providing you with eZBusiness access or elect to assess certain fees (or increase such fees) in connection with providing such access. Adelfi SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO ANY INTERNET ACCESS PROVIDED TO YOU (REGARDLESS OF WHETHER ANY FEE IS ASSESSED), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ANY INTERNET ACCESS IS PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO Adelfi.

**1. Hardware and Software** You understand you must, and you hereby agree to, at your sole cost and expense, use computer hardware and software, including mobile devices, that meet all technical requirements for the proper delivery of eZBusiness and additional services and that fulfills your obligation to obtain, and maintain, secure access to the Internet. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of eZBusiness, including, but not limited to, telephone service, mobile carrier service, or Internet service charges.

You are solely responsible for the payment of any and all costs and expenses

# Visa Business Credit Card Agreement and Disclosure Statement

associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of eZBusiness. You understand and agree that you are solely responsible for the operation, maintenance, and updating of all equipment, software, and services used in connection with eZBusiness and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades, and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of yours or third-party employees.

AdelFi is not responsible for, and you hereby release AdelFi from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. AdelFi is not responsible for, and you hereby release AdelFi from, any and all claims or damages resulting from, or related to, defects in, or malfunctions of your computer hardware or software, or failures of, or interruptions in, any electrical, telephone, or Internet services. AdelFi hereby advises you, and you hereby agree, to scan your computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses. Additionally, AdelFi advises you to protect your access device using a password, PIN, facial recognition, fingerprint or other authentication method, for your protection.

**2. System Availability** There may be times when all or part of eZBusiness is temporarily unavailable due to system outages, maintenance, or technical difficulties. In the event the system is unavailable, you agree to notify us promptly. AdelFi is not liable for a timely payment if you fail to promptly notify us upon learning that the system is unavailable. AdelFi shall not be liable for any loss or damage on account of your internet service, browser, or email provider blocking (whether on account of "firewall," system failure, or otherwise) or preventing the AdelFi emails from reaching you.

**3. Alerts** You agree that you can set up event-driven alerts to notify you when a credit limit has been reached, a transaction has occurred, a transaction was declined, a payment is due, and more. The alert feature is provided for your convenience and protection and you must log in to eZBusiness for detailed information. We strongly recommend that the alert feature be implemented. We attempt to provide these alerts in a timely manner, but we will not be liable to you if we fail to do so for any reason or for any errors contained in an alert. Text or carrier fees may apply.

## E. FINANCE CHARGES

**1. Periodic Rate** Finance charges on Cash Advances and Purchase transactions are computed using a variable monthly periodic rate which will change from time to time as described here:

(a) **Annual Percentage Rate:** The current interest rate per annum in effect as of January 17, 2020, is the Annual Percentage Rate of 11.00%. This is a variable rate that will change from time to time. Please contact AdelFi at 800.921.1130 for current rates.

(b) **Effective Date for Rate Changes:** The rate may change on the first day of any billing cycle.

(c) **Limitation on adjustment to the applicable interest rate:** The rate will never be greater than 17.75% or less than 5.75%.

**2. Calculation Method-Credit Purchases** (a) For accounts that have been approved for revolving credit: A finance charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement, for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25-day grace period, or miss the payment due date, a Finance Charge will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date. The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account and subtracting any payment as received and credits as posted to your account, but excluding any unpaid Finance Charges.

(b) For accounts that have not been approved for revolving credit: A Finance Charge will be imposed on Credit Purchases only if you do not pay the entire New Balance shown on your monthly statement, for the previous billing cycle within 25 days from the closing date of that statement. If you do not pay the entire New Balance shown on your previous monthly statement within that 25-day grace period a Finance Charge will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date. The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account and subtracting any payment as received and credits as posted to your account, but excluding any unpaid Finance Charges.

**3. Calculation Method-Cash Advances** A Finance Charge will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue on the unpaid average daily balance of such Cash Advances until the date of payment if paid during the same billing cycle, or until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full, or until the date of payment if more than 25 days from the closing date. If the New Balance shown on your monthly statement for the prior billing cycle is paid in full within 25 days from the closing date of that statement, no Finance Charges will be imposed during the current billing cycle for Cash Advances posted to your account during previous billing cycles. The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances by the number of days in the billing cycle. Each daily balance of Cash Advances is determined by adding to the outstanding unpaid balance of Cash Advances at the beginning of the billing cycle any new Cash Advances posted to your account and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges.

**4. Grace Period** No Finance Charge is imposed on retail purchases when the balance is paid in full within 25 days from the statement closing date. There is no grace period for Cash Advances. For details, please refer to sections E2 and E3 for a description of calculation methods.

**5. Cash Advance Fees** The only Finance Charges assessed on your account other than those assessed by a periodic rate, will be transaction finance charges in connection with Cash Advances. Transaction finance charges for each Cash Advance will be imposed on the date the Cash Advance is posted to your account. No grace period is applied on any transaction finance charge imposed for Cash Advances. The same Cash Advance Fees are charged for Cash Advances obtained at an Automated Teller Machine (ATM).

**Cash Advance Fee: 2% of Cash Advance (\$2 minimum, \$20 maximum)**

## F. PAYMENTS

### 1. Minimum Payment

(a) For accounts that have been approved for revolving credit: Charges incurred by use of the credit card are due when the periodic statement is received. The minimum payment required is the New Balance shown on your statement if the amount is equal to or less than \$10.00. If the New Balance exceeds \$10.00, the minimum payment is 5.00% of that portion of the New Balance which does not exceed your credit limit (rounded up to the nearest dollar), or \$10.00, whichever is greater, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due.

(b) For accounts that have not been approved for revolving credit: Charges incurred by use of the credit card are due when the periodic statement is received. The minimum payment required is the New Balance shown on your statement including any amount which may exceed your credit limit and any amount past due. The entire balance is due in full each month.

**2. Postal Service** The Lender assumes no responsibility for the mail. Please allow 7 to 10 working days for mail payments. Payments will be credited to the account on the business day received by:

AdelFi  
P.O. Box 2400  
Brea, CA 92822-2400

**3. U.S. Dollars** Payments must be made to Lender in U.S. dollars drawn on a U.S. bank.

**4. Application of Payment** Payments made to Borrower's account will be applied in the following order: Finance Charges; Fees; Minimum payment-cash advances; Minimum payment-credit purchases; Balance-cash advances and Balance-credit purchases. Lender may accept checks marked "Payment in Full" or words of similar effect without losing any of Lender's rights to collect the full balance of Borrower's account.

## G. OTHER FEES

**1. Annual Participation Fee** Borrower agrees to pay Lender fees for participation in Lender's credit card plan. Participation Fees shall be imposed whether or not cardholders actually use the card to obtain credit purchases or loans. Participation Fees are not refundable in the event of termination of the account by either Borrower or Lender unless otherwise provided for by law. Annual Participation Fee:

**\$40 per card annually.** Annual participation fee can be waived if five qualified transactions are made on the card within that year. Payments, fees or refunds are not considered qualified transactions.

**2. Over-the-Limit Fee** A maximum of \$10 in over-the-limit fee per card may be imposed with respect to any charge that causes the outstanding balance to exceed the credit limit by \$500 or 120%, whichever is less. No more than one overlimit charge may be assessed within a single monthly billing cycle.

**Overlimit: \$10 per statement cycle, per card**

**3. Rush Shipping Fees.** \$25 domestic; \$50 international.

## H. LATE PAYMENT FEE

If the minimum required payment is not received within 10 days after the Closing Date subsequent to the payment Due Date, a late payment fee for each card equal to the greater of \$5.00 or 3.00% of the unpaid portion of the past due amount is imposed, but not to exceed \$10.00 per card.

## I. ADDITIONAL CHARGES

Additional charges, plus applicable taxes, may also be assessed if you pay us with a check not honored by your financial institution, request a copy of a document, request a replacement card or use your card for a transaction at an ATM, if such charges are not prohibited by law or regulation. No Finance Charge will be assessed to such additional charges.

## J. DEFAULT

Lender is not required to extend credit if Borrower is in default under the terms of this Agreement or any other Agreement that Borrower has with Lender. Each of the following shall constitute an Event of Default under this Agreement:

**1. Default on Indebtedness** Failure of Borrower to make Minimum Payment within 25 days after the end of the statement period.

**2. Adverse Change** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**3. Default in Favor of Third Parties** Should Borrower default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect Borrower's ability to repay the Loans.

**4. False Statements** Any warranty, representation, or statement made or furnished to Lender by or on behalf of Borrower under this Agreement, or the related documents is false or misleading in any material respect at the time made or furnished, or becomes false or misleading at any time thereafter.

**5. Insolvency** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**6. Creditor or Forfeiture Proceedings** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower, against any collateral securing the Indebtedness, or by any governmental agency. This includes a garnishment, attachment, or levy on or of any of Borrower's deposit accounts with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower, as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding, and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and furnishes reserves or a surety bond for the creditor or forfeiture proceeding satisfactory to Lender.

**7. Change in Ownership** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

## K. EFFECT OF AN EVENT OF DEFAULT

If any Event of Default shall occur, except where otherwise provided in this Agreement, all commitments and obligations of Lender under this Agreement, or any other agreement immediately will terminate (including any obligation

to make Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. Lender may cancel the card and revoke privileges without notice and/or take action to repossess the card at any time without prior notice. Card must be immediately surrendered upon demand. In addition, Lender shall have all the rights and remedies available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and to exercise its rights and remedies. The Annual Percentage Rate (APR) set forth above shall continue to be due after breach of this Agreement. Borrower agrees to pay all costs incurred by Lender in collecting Borrower's indebtedness or in enforcing this Agreement, including reasonable attorney's fees and also those costs, expenses, and attorney's fees incurred in appellate, bankruptcy, and post-judgment proceedings, except to the extent such costs, fees, or expenses are prohibited by law.

## L. MISCELLANEOUS PROVISIONS

### 1. Statements.

(a) For accounts that have been approved for revolving credit: Lender will send to Borrower, at monthly intervals determined by Lender, a statement reflecting all Visa Card transactions for the prior monthly period. Such statement shall be deemed correct and accepted by Borrower unless Lender is notified to the contrary in writing within 60 days of mailing of such statement. Borrower will pay such statement by remitting to Lender within 25 days of the closing date reflected on the statement either the full amount billed or at the Borrower's option an installment equal to at least the required minimum payment as described herein.

(b) For accounts that have not been approved for revolving credit: Lender will send to Borrower, at monthly intervals determined by Lender, a statement reflecting all Visa Card transactions for the prior monthly period. Such statement shall be deemed correct and accepted by Borrower unless Lender is notified to the contrary in writing within 60 days of mailing of such statement. Borrower will pay the full amount billed by remitting to Lender within 25 days of the closing date reflected on the statement.

**2. Amendments to this Agreement** We may change the terms and conditions discussed in this Agreement at any time by adding, deleting, or amending terms and conditions.

We inform you of changes affecting your rights and obligations either electronically or by mailing you a notice to the address we currently show for your account.

These amendments will become effective upon notice sent to you by mail or electronically or upon the date stated in our notice. Your continued use is agreement to these amendments.

**3. Applicable 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 California.

**4. Monitoring** Borrower agrees that Lender, its agents or service companies may monitor and/or record any telephone communication with Borrower or Authorized Cardholder.

**5. Additional Information** Lender can reinvestigate and reevaluate any information Borrower provided on Borrower's credit application at any time, and in the course of doing so, Lender may ask Borrower for additional information, request credit bureau reports and/or otherwise verify Borrowers current credit standing.

**6. Information Release** Borrower agrees that Lender may release information to others, such as credit bureaus, regarding the status and history of Borrower's account. However, Lender is not obligated to release any such information to anyone unless Lender is required by law to do so.

**7. Successors and Assigns** All covenants and agreements accepted by or on behalf of Borrower shall bind its successors and assigns and shall inure to the benefit of Lender, its successors and assigns. Borrower shall not, however, have the right to assign its rights under this Agreement or any interest therein, without the prior written consent of Lender.

**8. Visa U.S.A. Inc.** Borrower agrees that Borrower's account shall be subject to all applicable rules and regulations of Visa U.S.A. Inc. as applicable, as well as all applicable laws. If there is any conflict between the provision of the Agreement and the rules and regulations of Visa U.S.A. Inc., the rules and regulations of Visa U.S.A. Inc. shall control.

## Visa Business Credit Card Agreement and Disclosure Statement

ANNUAL PERCENTAGE RATE	GRACE PERIOD	ANNUAL PARTICIPATION FEES	CASH ADVANCE FEE	METHOD OF COMPUTING BALANCE FOR PURCHASES	TRANSACTION FEE FOR FOREIGN PURCHASES	LATE PAYMENT FEE (per card)	OVER-THE-LIMIT FEE (per card)
As of 01/17/20 The Annual Percentage Rate is 12.50%. This APR will vary with the market based on the Prime Rate. Purchases and Cash Advances will be charged at 7.75% above the Prime Rate index	No Finance Charge is imposed on retail purchases when the balance is paid in full within 25 days from the statement closing date.	\$40 per card. Fee can be waived if five qualified transactions are made on the card within that year. Payments, fees or refunds are not considered qualified transactions.	2% of the Cash Advance amount  \$2 Minimum  \$20 Maximum	Average Daily Balance (including new purchases)	3.00% of Each Transaction in U.S. Dollars	3% of the payment due  \$5 Minimum  \$10 Maximum	\$10 per Statement Cycle