



FAIRWINDS BUSINESS CASH
VARIABLE RATE CREDIT CARD AGREEMENT AND DISCLOSURE

DEFINITIONS: “Card” means the *FAIRWINDS* Business Cash Credit Card(s), which we issue to you or on your behalf under this agreement, including any duplicates or renewals, and includes any device or check used to obtain credit or cash from the Account. “Application” means the *FAIRWINDS* Credit Union Business Credit Application or other written document that was signed or otherwise submitted for this Account. “Business” means the business on whose behalf the related Application was submitted. “Business Person” means each individual who signed the Application and each individual who has executed or executes a Guaranty Agreement with respect to the Account. The words “you”, “your”, and “Cardholder” mean (i) the Business and (ii) each and every Business Person. The words “our”, “we”, and “us” mean *FAIRWINDS* Credit Union or any of its assignees. Unless otherwise stated “Account” and “account” mean your Business VISA® Credit Card Line of Credit with us.

You agree to pay all charges (purchases, balance transfers, and cash advances) on your account made by you or anyone who you authorize to use your account. Your obligation to pay the amount owed on your account continues until paid in full even though an agreement, divorce decree, or other court judgment to which we are not a party may direct someone else to pay the account balance. If more than one person is subject to this agreement, each is individually responsible for all amounts owed. You agree that the Business and the Business Persons will be jointly and severally liable for all transactions made with all Cards on the Account. This means we can enforce this agreement against any of you individually or all of you together. If you are an officer or owner obtaining or acting with respect to an Account for the Business, you agree to the terms of this Agreement in your personal capacity as well as your capacity as such officer or owner to bind the Business to this Agreement.

1. **USE OF ACCOUNT AND CONDUCT OF BUSINESS:** You represent, warrant, and agree that this Account will be used solely for business and commercial purposes and not for any personal, family, or household purpose. You agree to comply with all laws, statutes, regulations, and ordinances pertaining to the conduct of your business and promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses, (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.
2. **AGREEMENT:** We agree to extend credit to you and advance amounts up to your credit limit. We will notify you of your maximum credit limit. Upon receipt of your Card, you will immediately sign the back of the Card to ensure proper use. You agree to pay us for credit extended pursuant to the use of the Card by you or any other cardholders together with all applicable finance charges, and in accordance with the terms of this agreement. Each of you authorizes the other(s) to make purchases, transfer balances, or obtain cash advances individually on behalf of all of you. You agree by signing, using or permitting others to use the Card to the terms and conditions contained in this Agreement, on the Card, or any charge slip resulting from authorized use of the Card and on any authorized cash advance slip.
3. **CREDIT LIMIT AND CASH ADVANCE LIMIT:** You agree to use the Card only within the credit limit authorized by us. You also agree that we can change your credit limit at any time. Any extension of credit to you, made or honored by us, shall be at such times, in such amounts and for such purposes as shall conform to this agreement and only in the event there does not exist any default. We are not obligated to accept charges which would cause you to exceed your credit limit.
4. **CHANGE IN TERMS:** You also agree that we can change the terms of this Agreement at any time, as long as we give you written notice as required by law before the change becomes effective. Use of your account on or after the effective date of any change will constitute your acceptance of the new terms. Any changes to the agreement may apply to all outstanding indebtedness. This includes any indebtedness which shall have arisen out of purchases, balance transfers, and cash advances made by you on the effective date of the changes.
5. **FINANCIAL CONDITION CHANGE:** You agree to advise us of any change in your financial condition which may affect your credit worthiness and to provide us with a current loan application whenever we request one. You understand and agree that we may terminate your account upon reevaluation of your creditworthiness.
6. **DEFAULT:** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if any of you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if any of you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that we believe may substantially reduce the ability of any of you to repay what you owe. If you are in default, we can declare the entire balance of your account due at once, without notice. We can do this if you make any false or misleading statements on any request for an advance. If collection is necessary, you agree to pay all the costs of collection including reasonable attorney’s fee and court costs.

7. **ISSUE AND USE OF THE CARD:** We may (at any time and for any reason not prohibited by law such as your failure to comply with this Agreement or our adverse reevaluation of your creditworthiness, or for no reason) reduce your credit limit from time to time, refuse to make an advance, revoke your Card, and/or terminate this Agreement. Any one of you may also terminate this Agreement at any time, and the termination will be effective as to all of you, but termination by either any one of you or us does not affect your obligation to pay the Account balance. Any one of you, on your request alone, may request and receive advances or take any other action regarding your Account. We may release or modify the obligations of any one or more of you for responsibility under this Agreement, and the remainder of you will remain fully responsible hereunder. Upon receipt of the Card(s) you and all other cardholders will sign the signature panel on the back of the Card(s). The Card remains our property, and you must surrender to us (or our agent designated to repossess it) all Cards upon our request and upon termination of this Agreement. If we employ an agent for such repossession, your account will be charged with any related fee.

8. **ISSUANCE AND USE OF CHECKS:** If we issue you convenience checks, they are processed as cash advances and accumulate finance charges from the date the check posts to your account. Convenience checks may only be used by the person whose name is printed on them. We may refuse to issue or reissue, and may also terminate, limit, or modify the use of checks without notice to you, and you agree to surrender the checks upon our demand or upon learning of our cancellation or withdrawal of the checks. All the terms and conditions of this agreement apply to the checks and balance transfers. Only convenience checks, balance transfers, and other methods authorized by us now and in the future may be used to obtain funds from this account, and if so authorized by us, your use of a Personal Identification Number (PIN) for such purposes shall constitute your signature. Paid convenience checks and balance transfer checks become our property and will not be returned to you. Copies may be provided, if requested, for a nominal fee per item. Should we decline to pay any convenience check or balance transfer, we shall not be liable for any action we take regarding payment or nonpayment of a check or balance transfer. You will not date any check later than the date you write it. If you do and the check is presented for payment before its date, we may return it unpaid.

9. **THIRD PARTY DISCLOSURE:** You authorize us to obtain credit reports and other related information regarding your credit history and standing when opening or reviewing your Account. We may disclose information about your account in order to advise third parties, such as credit bureaus or merchants, of the existence or condition of your account, or if you give us written permission, or in order to comply with a government agency or court orders.

10. **ASSIGNMENT OF ACCOUNT:** You agree that we may at any time sell, transfer or assign your account to another financial institution.

11. **FINANCE CHARGE:** Except during any introductory or promotional period, **the FINANCE CHARGE (INTEREST) for purchases and balance transfers will equal the sum of the Prime Rate as listed in the Money Rates Section of Eastern edition of The Wall Street Journal on the last business day of each month plus a margin based upon the lowest credit score of the Business Persons (each of which credit score is based upon the cumulative credit history of such Business Person). The FINANCE CHARGE for purchases and balance transfers will be within a range of the Prime Rate plus 9.99% to the Prime Rate plus 14.99%, subject to a maximum of the greater of 18.0% APR or the highest APR then permitted by applicable law. The FINANCE CHARGE (INTEREST) for cash advances will equal the sum of the Prime Rate plus 17.99%, subject to a maximum of the greater of 18.0% APR or the highest APR then permitted by applicable law.** If the index is discontinued or is no longer available, a successor index setting forth the prime rate will be chosen by us. To avoid incurring an additional **FINANCE CHARGE** on the balance of purchases and balance transfers reflected on your periodic statement and on any new purchases and balance transfers appearing on your next statement, you must pay the new balance for purchases and balance transfers shown on the periodic statement on or before the Payment Due Date. The **FINANCE CHARGES** for a billing cycle are computed by applying the daily periodic rate to the average daily balance multiplied by the number of days in the billing cycle OR the monthly periodic rate to the average daily balance of (i) purchases, (ii) balance transfers, or (iii) cash advances, as the case may be, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Separate average daily balances are calculated for (i) purchases, (ii) balance transfers, and (iii) cash advances. Each daily balance of (i) purchases, (ii) balance transfers, or (iii) cash advances, as the case may be, is determined by adding to the previous balance of (i) purchases, (ii) balance transfers, or (iii) cash advances, as the case may be, any new (i) purchases, (ii) balance transfers, or (iii) cash advances, as the case may be, posted to your account and subtracting any payments as received and credits posted to your account and applied to (i) purchases, (ii) balance transfers, or (iii) cash advances, as the case may be, but excluding any unpaid **FINANCE CHARGES**. **FINANCE CHARGES** will begin to accrue on cash advances, including over-the counter cash advances, convenience checks, and ATMs from the date of the transaction. Fees are not included in the calculation of the average daily balance. Finance charges will continue to accrue on your account until what you owe under this agreement is paid in full.

We may offer promotional or preferred terms for all or any part of any balance. Promotional and preferred terms may be applicable for limited periods. Any applicable promotional or preferred terms (including any promotional or preferred Monthly Periodic Rate and corresponding APR), the period in which such terms shall be in effect, the circumstances under which such terms may be revoked, and the Monthly Periodic Rate and corresponding APR that will apply after the revocation of such terms are set forth in the Account Opening Disclosures provided at the time of this agreement, the terms of which are incorporated herein by reference.

12. **VARIABLE ANNUAL PERCENTAGE RATE (APR):** The Variable **ANNUAL PERCENTAGE RATE (APR)** for purchases, balance transfers, and cash advances will be based on the Prime Rate as published in the Money Rates Section of the Eastern edition

of **The Wall Street Journal** on the last business day of each month and your cumulative credit history. Changes in the Prime Rate will cause changes in the APR. Changes in the APR as the result of changes in the Prime Rate will be effective on the first day of the next month following one full billing cycle after any change in the Prime Rate. In addition, the variable ANNUAL PERCENTAGE RATE for purchases and balance transfers will be based on the cumulative credit history of each Business Person in that, prior to the stated expiration of the Card(s), a review of your Account and the credit history of each Business Person will be conducted. Your credit limit may be adjusted or removed at the sole discretion of the credit union.

13. CASH ADVANCE APR: Cash Advance ANNUAL PERCENTAGE RATE (APR) will be the Prime Rate + 17.99% for all cash advances and ATM cash advances, and convenience checks.

14. MINIMUM PAYMENT; PAYMENTS: A payment is due each month. Your payments must be mailed to the address indicated on the monthly statement. All payments will be credited to your account promptly, in most cases as of the day of receipt and in no case more than 5 business days from the date of receipt. Your Card account (16-digit) number should always be written on the bottom left hand corner of your check or money order. You understand and agree that, except as otherwise required by applicable law, payments will be applied in the following order (1) finance charge(s), (2) fee(s) (if applicable), (3) the remaining amount of your payment equal to the minimum payment due to the balances with the lowest APRs, and (4) payment of the amount in excess of your minimum payment due will be applied to the balances with the highest APRs. All payments made to your account must be in US dollars and drawn on a US bank. You agree that purchases and cash advances made on foreign countries and foreign currencies will be billed to you in US dollars. Your minimum payment due is the greater of \$20 or 3% of the "new balance" plus the "past due" amount, and/or all amounts in excess of the authorized credit line/limit shown on the periodic statement. If the new balance does not exceed \$20.00, only the "new balance" is due and is shown as the "minimum payment due". All "past due" or "over limit" amounts are due and must be fully paid immediately upon notification. You may pay the total amount due, which is shown as the new balance, or you may pay any additional amount you wish over the "minimum payment due".

15. ANNUAL FEE: There is no annual fee at this time. You will receive prior written notice should we decide to impose an annual fee.

16. OVERLIMIT FEE: There will be an over limit charge of \$39.00 if you are over your established credit limit by 1% or more at the time of your statement cycle. The current month's finance charge will be excluded for purposes of determining if you have exceeded your established credit limit.

17. LATE FEE: If you do not make the total minimum payment due on your monthly statement by the date listed on your statement you may be assessed a late charge of \$39.00. Any late payment charge you owe us will be added to your account but will not be included in any finance charge calculation.

18. CASH ADVANCE FEES: For each cash advance, a fee of 4% will be charged. The minimum cash advance fee is \$10.00. Cash advance transactions are defined as ATM withdrawals and cash advances made at any financial institution branch.

19. BALANCE TRANSFER FEES: There is no balance transfer fee at this time. You will receive prior written notice should we decide to impose a balance transfer fee.

20. NON-PERFORMANCE APR: You understand and agree that if, at any time, your Account becomes thirty (30) or more days past due two (2) or more times in a six (6) month period, OR your account becomes sixty (60) days past due FINANCE CHARGES on your entire balance will be calculated at the Non-Performance ANNUAL PERCENTAGE RATE, which is the Prime Rate + 17.99% (corresponding Monthly Periodic Rate of the Prime + 17.99% divided by 12). The maximum Non-Performance ANNUAL PERCENTAGE RATE we will charge is 18.00% or the highest APR then permitted by applicable law. When we have subsequently received six (6) consecutive payments of not less than the required Minimum Payment on or before your monthly due date, your ANNUAL PERCENTAGE RATE will revert from the Non-Performance ANNUAL PERCENTAGE RATE to the current available variable ANNUAL PERCENTAGE RATE.

21. LOST OR STOLEN CARD: You are responsible for the possession and use of the Card and must maintain the confidentiality of the Personal Identification Number (PIN) we may assign you. You will notify us if you believe your Card has been lost, stolen or if you have reason to believe that the Card is being used without your permission immediately. You may notify security by calling 407.277.5045 or 1.800.443.6887 seven (7) days a week twenty-four (24) hours a day.

22. LIABILITY FOR UNAUTHORIZED USE: You are liable for all authorized use of any Card issued under this agreement regardless of the credit limit or the party using it. You will not be liable for unauthorized use after you notify us orally at 407.277.5045 or 1.800.443.6887, or in writing to FAIRWINDS Credit Union, Attn: Card Services, 3087 N. Alafaya Trail, Orlando, FL 32826. In any case, your liability will be \$0. You agree to cooperate with us in the recovery of any amounts advanced based on such unauthorized use.

23. STATEMENTS AND NOTICES: We will bill you monthly, on a date selected by us, for amounts due under this agreement. Upon receipt of each periodic statement you should examine it and immediately notify us in writing of any transaction you believe to be in error to FAIRWINDS Credit Union, Attn: Card Services, 3087 N. Alafaya Trail, Orlando, FL 32826. You agree that

statements and notices will be mailed to the Business at the most recent address you have given us with respect to the Business. You agree to notify us promptly of any change in your name, address, and phone number. Notice sent to any one of you will be considered notice to all of you.

24. MERCHANT REFUSALS AND ADJUSTMENTS: We will have no liability or responsibility if any merchant refuses to honor the Card. No cash refund will be made to you with respect to any adjustment for goods or services purchased. All adjustments will be made by credit to your account.

25. SECURITY INTEREST: If you give us a specific pledge of shares by signing a separate pledge of shares for this account, your pledged shares will secure your charge account. You pledge as security for the charge account all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with us now or in the future. Also, any property you give as security will secure all amounts owed under this agreement and all other loans you have with us now or in the future, except any loan secured by your principal dwelling. Your pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. Property securing other loans you have with us may also secure this agreement.

26. MEMBERSHIP REQUIREMENT: The Business and at least one of the Business Persons must be and remain a Member in good standing with us to be eligible for continuing Account and/or Card privileges including future purchases and advances. We may suspend the Account and/or Card privileges, including closing the Account, if you do not maintain your Membership with us.

27. FOREIGN TRANSACTIONS: Purchases, cash advances, and credits made in foreign currencies will be billed to your Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa® operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, you are responsible for the difference. A fee, as disclosed in the disclosures accompanying this Agreement, may be imposed on all foreign transactions, including purchases, cash advances, and credits to your account. A foreign transaction is any transaction that you complete, or a merchant completes on your card outside of the U.S.

28. CASH BACK PROGRAM: You will be entitled to Cash Back as described below. You will receive Cash Back equal to 1.5% of Qualifying Net Purchases during each billing cycle. "Qualifying Net Purchases" means all authorized credit purchases posted to your Account less (i) any credit purchase refunds, (ii) any credits for returned purchases, and (iii) any disputed Account items.

Notwithstanding the foregoing, you will not receive or accrue any Cash Back for a billing cycle if, by the end of that cycle, the minimum payment due shown on the statement for the immediately preceding billing cycle is not paid.

You will receive \$500.00 Cash Back if you make at least \$5,000.00 of Qualifying Net Purchases during the first 90 days after opening your Account. You will receive \$1,500.00 Cash Back if you make at least \$50,000.00 of Qualifying Net Purchases during the first 180 days after opening your Account. Cash Back, if any, will be posted to your Account within 6 weeks of the end of the 90 and 180 day period(s). Cash Back will be awarded only if, at the end of the 90 or 180 day period(s), your Account is open and has remained in good standing since opening. Cash Back will be awarded only if you are a first-time cardholder of FAIRWINDS Credit Union Business Credit Card.

All accrued but uncredited Cash Back will be forfeited if your Account is closed or terminated for any reason by you or us. We may change or terminate the Program at any time.

29. ILLEGAL USE: You may use your FAIRWINDS Credit Union Credit Card for any transaction permitted by law. You may not use your Card for any gambling purposes, either legal or illegal. You agree that illegal use and/or use in gambling activities of this Card will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at our discretion. You further agree, should illegal use occur, to waive the right to sue us for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold us harmless from any suits or other legal action or liability, directly or indirectly, resulting from such use.

30. OTHER AGREEMENTS: All the terms and conditions of any other agreement between us and you and/or any other institution that is part of a network of Automated Teller Machines (ATM) in which we participate, and any applicable rules and regulations, also apply to use of the Card. In the event of a conflict between the terms of this agreement and the terms of other agreement or sales, cash advance, credit or other slips you sign or receive, the terms of this agreement shall govern. There may be minimum and/or maximum limits on the amount of a cash advance dispensed from electrical terminals which accept the Card. All of the transactions made by electronic means are subject to verification by us. You agree that we do not waive our rights under this agreement if we fail to assert them. The agreement binds and benefits us and our successors and assigns and binds you, your estate and your personal representatives.

31. INVALIDITY OF PROVISIONS AND CAPTIONS: If any provision of this Agreement is deemed invalid the rest of this Agreement will remain in full force and effect. The paragraph headings are for convenience only and do not form a part of this Agreement.



32. **GOVERNING LAW AND VENUE:** The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Florida and any applicable Federal law. The venue for any legal action or claim you make against the Credit Union will be Orange County, Florida.

YOUR BILLING RIGHTS - KEEP THIS DOCUMENT FOR FUTURE USE

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

What to do if you find a mistake on your statement.

If you think there is an error on your statement, write to us at:

FAIRWINDS Credit Union
Attn: Card Services
3087 N. Alafaya Trail
Orlando, FL 32826

In your letter, give us the following information:

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

You may also contact us on the web: www.fairwinds.org

You must contact us:

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

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

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

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

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

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

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

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

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.



Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

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

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

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

FAIRWINDS Credit Union
Attn: Card Services
3087 N. Alafaya Trail
Orlando, FL 32826
www.fairwinds.org

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