

# VISA Business Rewards Credit Card Disclosure

Interest Rates and Interest Changes	
Annual Percentage Rate (APR) for Purchases	<b>1.99%</b> introductory APR for six months from date the account is opened. After that, the rate on any remaining balance will return to the APR as disclosed at account opening ( <b>9.90% - 17.90%</b> ) based upon your creditworthiness.
APR for Balance Transfers and Cash Advances	<b>5.99%</b> promotional APR on transaction(s) made from 1/16/2023 to 3/15/2023 will remain at promotional rate until 9/15/2023. <sup>1</sup>  After that, <b>9.90% - 17.90%</b> , based on your credit worthiness.
How to Avoid Paying Interest on Purchases	Your due date is at least 27 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.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.
Consumer Financial Protection Bureau Credit Card Tips	Learn more about factors to consider when applying for or using a credit card by visiting <a href="https://consumerfinance.gov/learnmore">consumerfinance.gov/learnmore</a> .
Fees	
Annual Fee	None
Transaction Fees	<ul style="list-style-type: none"><li>Balance Transfer: None</li><li>Cash Advance: None</li><li>Foreign Transaction: 1% of each transaction in U.S. dollars.</li></ul>
Penalty Fees	<ul style="list-style-type: none"><li>Late Payment: \$20</li><li>Over-the-Credit Limit: None</li><li>Returned Payment: \$20</li></ul>

**How your balance will be calculated:** We use a method called ‘average daily balance (including new purchases).’

The above information is accurate as of January 16, 2023.

<sup>1</sup>Offer subject to change without notice. Rewards program does not apply to cash advances or balance transfers.

## Business Credit Card Cardholder Agreement

This Business Credit Card Cardholder Agreement (“Agreement”) governs the possession/use of the Business Credit Card Account (the “Account”) and Credit Cards issued by Fox Communities Credit Union. Upon the acceptance of your Application, or use of the Card, you agree to the terms and conditions of this agreement.

Parties & Definitions (Additional Definitions Capitalized Throughout) “You” and “your” refer to (i) the business identified in the “Business Applicant Information” section of the Business Credit Card Application; (ii) individual identified in the “Business Owner/Authorized Person” section of the application;(iii) sole proprietors and (iv) guarantors. (For sole proprietor accounts approved for joint credit, “you” and “your” also refer individually and collectively to each person who submitted a joint application for credit.) “Authorized User” means any person to whom we have issued a Card at your request. “Cardholder” means you and any Authorized User. “Credit Union”, “we”, “us”, and “our” mean Fox Communities Credit Union. “Card” means the VISA Business Credit Card and any duplicates and renewals the Credit Union issues. “Account” means your Business VISA Credit Card revolving credit account with the Credit Union.

Account for Business/Commercial Purposes Only. The Account will be opened in the name of the Business. The Account is established only for the purpose of purchasing goods or services, or obtaining cash advances, to be used for business, commercial or organizational purposes on behalf of the Business. You agree that Cardholders may use the Account only for business, commercial or organization purposes, and not for personal, family or household purposes. You understand that this Agreement not to use the Account for personal, family or household purposes means that certain important duties imposed upon creditors, and certain important rights provided to consumers, pursuant to federal or state laws will not apply to this account. You also understand that we will be unable to determine whether any given transaction conforms to this Section. You agree that a breach by any Cardholder of the provision of this Section will not affect our right to (i) enforce your promise to pay for all amounts owed under this Agreement, regardless of the purpose for which any particular transaction is made, or (ii) use any remedy legally available to us, even if that remedy would not have been available had the Account been established as a consumer account.

Using the Card. Cardholders may use the Card to make purchase(s) (“Purchases”) from anyone who accepts VISA Credit Cards. Cardholders may also take cash advances(s) (“Cash Advances”) at the Credit Union, from other financial institutions participating in the VISA Card Program and from automated teller machines (ATMs) that provide access to the VISA system. A personal identification number (PIN) is needed to obtain Cash Advances from an ATM. Cardholders may also use the Card for balance transfer transactions (“Balance Transfer(s)”). Failure for a Cardholder to sign a draft does not relieve you of liability for payment of the Account as set forth in the Promise to Pay provision of this Agreement.

Illegal Use. You agree that the Card or Account will not be used for any transaction that may be illegal under applicable law. Such illegal transactions include, for example, Internet gambling transactions. You agree that you will inform each Cardholder of the appropriate use of the Card. Should any illegal use occur by you or any Cardholder, you waive all rights to sue us for such illegal use or activity directly or indirectly related to illegal use, and additionally agree to indemnify and hold us harmless from any suits, legal action or any liability from illegal use of the Card or Account.

Promise to Pay. You promise to pay us for all Purchases, Cash Advances, Balance Transfers, late fees, returned item fees, finance charges, interest, and all other debts, obligations and liabilities of every kind and description arising out of all Account transactions authorized by you or any Cardholder, and any unauthorized use, as set forth in the “Liability for Unauthorized Use” provision of this Agreement, plus any collection costs, including court costs and attorneys’ fees. This includes any amount that exceeds your credit limit, as set forth in the respective provisions of this Agreement. It also includes any Purchase obligation even if you have a dispute with the seller. You agree that any problem with a Purchase must be settled directly with the merchant and you are required to pay us for the Purchase posted to your account.

For sole proprietors approved for joint credit, each of you is jointly and severally liable for payment of the Account. For individuals who have agreed to be jointly and severally liable with the Business, both you and the Business are jointly and severally liable for payment of the Account.

Guaranty Agreement. If you are a guarantor on this account, you acknowledge that you are guaranteeing payment and performance of the obligations posted to this Account in accordance with your guaranty agreement. What to do if Your Card is Lost or Stolen or if Unauthorized Use Occurs. You agree to notify us immediately if any card issued on behalf of the business is lost or stolen or if unauthorized use occurred. Unauthorized use is any use by an individual other than an Authorized User, if made without your knowledge or consent. Any use by an Authorized User, or by any other individual with the knowledge, authority or consent of either you or the Authorized User, is authorized use. Call 920-993-9000 or 1-833-388-3283 to report a lost or stolen card and 1-833-388-3284 to report any unauthorized use. You agree to follow up your call with notice in writing to us at: 3401 E. Calumet St., Appleton, WI 54915. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of any card issued on behalf of the business and comply with such procedures as we may require in connection with our investigation. You will be liable for any unauthorized use only if we can prove that an Authorized User was negligent in the use or handling of the Card, or if we can prove that an Authorized User used the Card fraudulently. Governing Law. Except to the extent that federal law is applicable, the laws of the state of Wisconsin shall govern the validity, construction and enforcement of this Agreement and all matters arising out of the issuance and use of the Cards. This is a business agreement for business use only, and it is not subject to or governed by the Wisconsin Consumer Act.

Change in Terms. You agree that the Credit Union may change the terms of this Agreement from time to time after giving you advance notice as required by law at your last known address. Such changes may include revising or removing existing terms and adding new terms. To the extent that the law permits, the change will apply to your existing Account balance as well as future transactions. Your or any Cardholders use of the Card after receiving notice of a change will indicate your agreement to the change.

Credit Limit. We will set a credit limit for the Account. The credit limit includes the amount of cash that may be withdrawn as a Cash Advance. Neither you nor any Cardholder will permit the amount owed under the Account to exceed the credit limit. We may from time to time, in our sole discretion, permit the amount owed to exceed the credit limit.

Required Monthly Payments. You must pay at least the monthly minimum payment (“Minimum Payment”) as shown on your statement by the date indicated on your monthly statement. You can repay any part of your outstanding balance prior to the due date in whole or in part at your option without penalty. The required monthly Minimum Payment will be the greater of (i) \$20.00 or (ii) 3% of the outstanding balance plus any amount which is past due or over your credit limit.

Interest Rate. The interest rate on your account is the Annual Percentage Rate (“APR”). The interest rate and APR are the same. Each category of balances, Purchases, Cash Advances and Transfer Balance will have its own applicable APR as set forth on your periodic Monthly Statement. The Annual Percentage Rate (APR) for each category –Purchases, Cash Advances and Balance Transfers –is 9.90% to 17.90%. The APR for each category is based on your business credit worthiness when you open your account. We may, at our discretion, offer from time to time Introductory or Promotional APRs for specific categories. Introductory or Promotional APRs may apply to the new charges or outstanding balances or both as set forth in the terms of the Introductory or Promotional APR, and such Introductory or Promotional APRs will be in effect until the last day of the billing cycle in which the Introductory or Promotional APR expires.

Statements and Notices. You will receive a separate statement each month for each Authorized User showing transactions on the Account and the monthly Minimum Payment required. You are responsible for each monthly Minimum Payment even in the event the statement is late or returned to us. Statements and notices will be provided to you at the most recent address you have given us. It is your responsibility to promptly notify us of any name or address changes.

Finance Charges. The interest or Finance Charge on your account is calculated at the end of each periodic billing cycle in each category by multiplying the category’s Average Daily Balance by the applicable Daily Periodic Rate by the number of days in the billing cycle. The Daily Periodic Rate is 1/365th of the APR. If you have paid the New Balance as shown on the Credit Card Statement for any periodic billing cycle in full on or before that billing cycle’s Payment Due Date, then no Finance Charge will be imposed on your Purchases posted during the following periodic billing cycle. Also, no Finance Charge will be imposed on your Purchases posted during the periodic billing cycle in which your account is first opened. The “Average Daily Balance” is calculated separately for each category (Purchase, Cash Advance, and Balance Transfers) by taking the beginning balance of each category each day, adding new Purchases, Cash Advances or Balance Transfers as appropriate to each category and subtracting any payments or credits to that category to determine each day’s daily balance. Any late fees or other charges (such as charges for returned checks) will be added to the Purchases category. Daily balances in each category for the billing cycle are added together and the total is divided by the total number of days in the billing cycle to give us the Average Daily Balance.

Application of Payments. We apply payments first to any late charges or returned fee items. Thereafter, we apply payments to the balance in any category with the highest APR. If any payments remain after that balance is paid in full, we apply them to the balance in any category with the next-highest APR, and so on until either all payments have been applied or all balances in each category are paid in full.

Credit Information. You authorize us to investigate your credit standing before we open the Account or issue Cards and at any time thereafter for any purpose relating to reviewing, reassessing your business credit worthiness, servicing, collecting on or updating the Account. This investigation may include our obtaining reports from consumer reporting agencies.

Security Interest and Right of Set Off. You grant us a security interest and a right of set off against any business, individual or joint share account, securities and other property (other than home) now or hereafter held or received by us as security for all amount that you may owe us under this Agreement as permitted by law. Share deposits in an Individual Retirement Account, and any other account that would lose special tax treatment under state or federal law if given as security, are not subject to the security interest you have given in your shares and deposits.

Foreign Transactions. Cardholders may make Purchases or obtain Cash Advances in a currency other than U.S. dollars. Visa will convert such transactions into U.S. dollars according to its procedures. The conversion rate Visa uses may differ from the published rate in effect on the day that the Cardholder made the transaction or we posted it to the Account. You agree to pay the amount as converted to U.S. dollars when the transaction is posted, plus a fee of 1% of the transaction which may be billed separately on the Account. The 1% fee is charged on any foreign transactions regardless of whether there is a currency conversion fee associated with the transaction.

Default. You will be in default: (1) if you fail to pay at least the monthly Minimum Payment when due, (2) if you fail to observe any covenant or duty contained in this agreement, (3) if you become insolvent or the subject to bankruptcy, (4) if you or any guarantor provide or have provided any information to use that is false in any material respect, (5) if you or any guarantor dies, ceases to exist, changes residency to another state or is subject to a material change in majority ownership control, (6) if the occurrence of default under any agreement securing the obligations hereunder, including but not limited to any personal guaranty, and (7) upon termination of any guaranty whether by revocation of the guarantor or otherwise. Subject to applicable law, you agree to pay all costs of collection before and after judgment, including reasonable attorney fees.

Authorization of Transactions. We are not responsible if a merchant or financial institution does not honor any Card or convenience check, or for goods or services purchased using the Account. We are also not responsible for any problems you or a Cardholder has with a purchase and you are required to pay obligation posted to this account as set forth in the Promise to Pay provision of this Agreement whether or not you have a dispute with the seller or merchant. Although there may be credit available on the Account, we may be unable to authorize credit for a particular transaction because of operational difficulties or mistakes. The number of transactions any Cardholder may make in one day may be limited since we may limit the number of authorizations per day. For our members’ protection we use a neural network system to assist in predicting and preventing unauthorized activity. If any Cardholder exceeds the credit limit, or if the account is past due, authorization for transactions may be declined.

Fees That Apply. The following fees may be added to your account if applicable: Late Fee - If your monthly Minimum Payment is not paid by the Payment Due Date, a \$20.00 fee may be assessed. If the Minimum Monthly Payment is less than \$20.00, the late fee will equal the monthly Minimum Payment amount. Returned Item Fee – If you make a payment by check and it is returned, or by electronic funds transfer and it is denied, we will charge a \$20.00 fee.

Termination of Account. This Agreement may be terminated at any time by surrendering the Cards issued on the Account. Such termination will not affect your obligations as to any outstanding balances or charges at the time of termination. Your termination will be binding on each Authorized User. Unless terminated earlier, the privilege to use the Cards will expire on the date shown on the Cards. We can suspend or close your Account at any time for any reason, including a default under this agreement or termination of a guarantor’s guaranty. We also may close your Account if there is a material change in your depository relationship with us. The Cards are and will remain our property, and Cardholders must surrender them to us on demand. You will notify us of any cancellation of an Authorized User’s charging privileges. Cards issued to an Authorized User whose privileges have been terminated must be returned to us.

Effect of Agreement/Waiver. This Agreement, as it may be amended from time to time, contains all the terms and conditions that apply to all transactions on the Account even though the sales, cash advance credit or other slips you sign or receive may contain different terms. We can delay enforcing any of its right any number of times without losing them. Each provision of this Agreement must be considered as part of the total Agreement and cannot in any way be severed from it. However, you also agree that should any part of this Agreement be found invalid, it will not affect the remainder of the Agreement. Any amendment that we send you will become part of this Agreement if you use the Card during the next billing statement after the amendment is sent to you at your last address on record with us. If you terminate your Card prior to such amendment becoming effective, you will continue to be governed by the terms and conditions in effect on the date of such termination without such amendment.

Indemnification. You agree to indemnify, hold harmless and defend us and our affiliates, including our directors, officers, employees and agents against any and all actions, claims, lawsuits, settlements, judgments, costs, interest, penalties, expenses and taxes, including but not limited to, attorneys’ fees and court costs, resulting from or arising directly or indirectly out of, or in connection with, your use of the Card or your breach in of the terms of this Agreement.

No Activity. Inactive accounts may be closed without notice after twelve months of no activity.