TRUE Community CREDIT UNION
1100 Clinton Road • Jackson, MI 49202
(517) 784-7101 • (800) 554-7101

COMMERCIAL CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT

THIS IS YOUR COMMERCIAL CREDIT CARD AGREEMENT AND IT INCLUDES NECESSARY DISCLOSURE STATEMENTS, VISA BUSINESS CREDIT CARD AGREEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR VISA BUSINESS CREDIT CARD, AND/OR ANY OTHER ACCOUNT ACCESS DEVICE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Borrower Name and Address:

Member Number:

Credit Limit:

☐ **Specific Pledge of Shares Required:**
Account Number:
Amount Pledged:

DEFINITIONS. In this Agreement, the reference to "We," "Us," "Our" and "Credit Union" mean TRUE COMMUNITY CREDIT UNION. The words "You" and "Your" mean each person and/or entity accepting this Agreement. The words "Card" and "Credit Card" mean any VISA Business Credit Card issued to You by Us and any duplicates or renewals. The word "Account" means the VISA Business Credit Card Account established for You under this Agreement. "Convenience Checks" mean the special Account access devices that We may provide for Your use from time to time.

PROMISE TO PAY. You understand that the following terms and conditions constitute Our Agreement with You. Your Account may be accessible through a variety of means which could include Convenience Checks, Credit Cards and the like. Regardless of the access means, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

Margin	Index	Monthly Periodic Rate *for Purchases*	**ANNUAL PERCENTAGE RATE** *for Purchases*
4.00	7.000	.9167	11.000
Margin	**Index**	**Monthly Periodic Rate *for Balance Transfers***	**ANNUAL PERCENTAGE RATE *for Balance Transfers***
4.00	7.000	.9167	11.000
Margin	**Index**	**Monthly Periodic Rate *for Cash Advances***	**ANNUAL PERCENTAGE RATE *for Cash Advances***
4.00	7.000	.9167	11.000

USE OF YOUR CARD. 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 state and/or federal law.

SECURITY. You hereby grant Us a contractual possessory security interest in and hereby assign, deliver, and pledge all of Your rights, title and interest in and to Your deposit accounts with Us (whether checking, savings, or some other account), including all accounts held jointly with someone else and all accounts You may open in the future (except in all cases, IRA, Keogh and Trust accounts are excluded), and any dividends or interest due or to become due to You from Us.

CROSS-COLLATERAL AS SECURITY. Collateral (other than household goods or any dwelling) given as security under this Agreement or for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in any particular agreement evidencing such debt.

PURCHASE MONEY SECURITY. For all purchase money transactions made with Your Card, to the extent permitted by law, You grant Us a security interest in all such personal property purchased with such Card.

CONSENSUAL LIEN ON FUNDS. You grant and consent to a lien on Your funds on deposit with Us (except for IRA and Keogh accounts) and any dividends due or to become due to You from Us to the extent You owe on any unpaid balance. If such funds on deposit or dividends due are owned jointly, Our right of set-off and Our consensual lien extends to any amount owed to Us by any of the joint owners.

DEPOSIT ACCOUNT RESTRICTIONS – SPECIFIC PLEDGE OF SHARES. If the checkbox preceding the phrase "Specific Pledge of Shares Required" is marked (e.g., ☒), You agree that in order to receive and maintain a VISA Business Credit Card Account, the Credit Union may, while Your Credit Card Account remains open, restrict Your access to the funds in the Deposit Account Number identified above, in an amount equal to the "Amount Pledged" identified above (which amount is equal to Your Credit Limit). In the event that You default on Your Account, We may apply these shares toward the repayment of any amount owed on that Account. You may cancel Your VISA Business Credit Card Account at any time by informing Us of Your intent to cancel and paying any outstanding amounts owed on Your Account. To be certain that Your entire balance and all advances are paid, any shares subject to the restriction described above may not be available to You for 30 days after You have cancelled and any outstanding balance is paid in full.

LINE OF CREDIT LIMITS. You will have credit available up to Your Credit Limit as shown above. Unless You are in default, such Credit Limit established for You will generally be self-replenishing as You make payments. You will keep Your unpaid balance within Your Credit Limit set by Us, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advances which caused You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

LIABILITY OF PARTIES. All Borrowers are jointly and severally liable on this Agreement. This means that We can require any one of You to pay all amounts due under this Agreement, including credit advances made to any of You. If the terms of this Agreement change, no Borrower is relieved from any liability. You agree that We can renew or extend this Agreement or release any party from liability without the consent or notice to anyone. We may also modify this Agreement with notice only to the party with whom the modification is made.

MINIMUM MONTHLY PAYMENTS (PAYMENT SCHEDULE). Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay at any time without penalty. You also understand that You will only be charged periodic Finance Charges to the date You repay Your entire balance. You may make larger payments without penalty. Any partial payment or prepayment will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States. As permitted by law, payments may be applied at Our discretion.

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Any unpaid portion of the Finance Charge will be paid by subsequent payments and will not be added to Your principal balance. You understand that any delay in the repayment of Your unpaid balance will increase Your periodic Finance Charges and any acceleration in the repayment of Your unpaid balance will decrease Your periodic Finance Charges.

Minimum Monthly Payments will be established at the close of each billing cycle at an amount equal to 2.00% of Your then unpaid balance, subject to the lesser of $10.00 or Your balance, plus any portion of the Minimum Payments shown on prior statement(s) which remains unpaid, plus any amount that exceeds Your approved Credit Limit.

You may, by separate agreement, authorize Us to charge Your payment directly to Your share or share draft account.

FINANCE CHARGES. In the case of any transactions, the balances subject to the periodic Finance Charge are the average daily transactions balances outstanding during the month (including new transactions). To get the average daily balance, We take the beginning balance of Your Account each day, add any new purchases, balance transfers, cash advances, debit adjustments or other charges and subtract any payments, credits and unpaid Finance Charges. This gives Us the daily balance. Then, We add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for a billing cycle is computed by multiplying the average daily balance subject to a Finance Charge by the applicable Monthly Periodic Rate. You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month within 25 days of Your statement closing date. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to Your Account, will be subject to a Finance Charge. Cash advances and balance transfers are always subject to a Finance Charge from the later of the date they are posted to Your Account or from the first day of the billing cycle in which the transaction is posted to Your Account.

VARIABLE RATE. All advances 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 1st day of each calendar quarter of each year ("Index") plus Our Margin. The Index plus the Margin equals the Interest Rate. Changes in the Index will cause changes in the Interest Rate on the day the Index changes. Increases or decreases in the Interest Rate will result in like increases or decreases in the Finance Charge and may affect the number of Your scheduled payments. Your Interest Rate will never be greater than eighteen percent (18.00%), and will apply to the remaining principal balance.

LATE CHARGE. If Your payment is more than 7 days late, You will be charged $25.00.

FOREIGN TRANSACTIONS. For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (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 that are initiated in a foreign currency, You will be charged 1.00% of the final settlement amount. For transactions occurring in foreign countries and initiated in U.S. Dollars, You will be charged 1.00% of the final settlement amount.

OTHER FEES AND CHARGES. You will be charged the following fees associated with the use of Your Card: (a) $25.00 for each check (or other negotiable instrument used for payment) which is returned unpaid; (b) $5.00 for each replacement Card You request; and (c) $25.00 for each billing cycle during which You exceed Your Credit Limit.

PERIODIC STATEMENTS. On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each month in which there is a debit or credit balance or when a Finance Charge is imposed. 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. EACH STATEMENT IS DEEMED TO BE A CORRECT STATEMENT OF ACCOUNT UNLESS YOU ESTABLISH A BILLING ERROR PURSUANT TO THIS AGREEMENT.

OUR RESPONSIBILITIES TO HONOR CONVENIENCE CHECKS. We are under no obligation to honor Your Convenience Checks if: (1) by paying a Convenience Check You would exceed Your Credit Limit; (2) Your Convenience Check is post-dated. We are not responsible, however, if any such Convenience Check is honored and, as a result, any other Convenience Check is returned unpaid; (3) Your Convenience Checks have been reported lost or stolen; (4) Your Convenience Check is not signed by a Borrower under this Agreement; (5) Your Account has been cancelled or terminated as provided for in this Agreement; (6) Your Convenience Check is written for an amount less than the minimum required amount; and/or (7) Your Convenience Check is payable to the Credit Union and represents payment on the Account that it is drawn on. You may be able to stop payment of a Convenience Check by contacting a Credit Union representative and following the directions that are provided.

DEFAULT. You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any bankruptcy, receivership or custodial proceeding filed by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (d) A judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

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 devices and declare the entire balance of Your Account immediately due and payable, without prior notice or demand. If Your entire Account balance is not then paid immediately upon default, We may, to the extent permitted by law, set-off any money owed Us in accordance with the terms of said Agreement and any Collateral shall be voluntarily surrendered to the Credit Union at a time and place acceptable to it. If this is not done, to the extent permitted by law, the Credit Union may enter the premises where the Collateral is located and take possession of it and the Credit Union may assert the defense of a superior right of possession as the holder of a security interest to any offense of alleged wrongful taking and conversion. The Credit Union may sell or dispose of the Collateral in any manner permitted by law, and any resulting deficiency on Your Account shall be immediately paid to the Credit Union. You further agree that We may, if necessary and at Our option, improve the Collateral from the state that it is in at the time of repossession to a state that is considered reasonable and customary for normal use of the Collateral and You agree to reimburse Us for any and all costs incurred in the course of such improvements.

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 actual attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any Collateral.

ENFORCEMENT. We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

NOTIFICATION OF ADDRESS CHANGE. You will notify Us promptly if You move or otherwise have a change of address.

CHANGE IN TERMS. We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by applicable law or regulations. 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/or future advances.

INTEGRATED DOCUMENTS. Any separate sheet of paper labeled "Additional Disclosure" which is delivered together with this Agreement or at a later date becomes an integrated part of this Agreement and Disclosure.

CONSENT TO AGREEMENT. You acknowledge receipt of a copy of this Agreement. By signing this Agreement or any application; or by using Your Account or any Account access device; or by authorizing another to use Your Account, You agree to and accept its terms.

FINANCIAL INFORMATION. You agree and warrant: (a) that You are not in default on any obligation for borrowed money, any purchase money obligation or any material lease, commitment, contract, instrument or obligation and that all financial information You have supplied to Us is accurate and complete; (b) to furnish Us within 30 days of Our request, detailed annual financial statements for Your business and personal financial statements, each prepared in a format acceptable to Us; (c) that there is no lawsuit, tax claim or other dispute pending or threatened against You, which if lost, would impair Your financial condition or that of Your business, or would impair Your ability to repay this loan, except as have been disclosed in writing to Us. You agree to notify Us immediately of any such lawsuit, tax claim or other dispute pending or threatened against You or any other material change in or condition of Your circumstances that may affect the repayment of Your obligation under the terms of this Agreement; (d) to immediately furnish, upon Our request, any records related to the business for which the proceeds of this loan were given; and (e) to permit the Credit Union to inspect, at any time and without notice, the premises of, records of, and operations of the business for which the proceeds of this loan were given.

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TERMINATION. Either You or We may cancel Your Account or any particular Feature Category of 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 Your Account.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the State of Michigan, except to the extent that such laws are inconsistent with controlling federal law.

OWNERSHIP. Your Card remains Our property and may be cancelled by Us at any time without notice. You agree to surrender Your Card and to discontinue its use immediately upon Our request.

ISSUANCE OF A PERSONAL IDENTIFICATION NUMBER. We will issue, upon Your request, a Personal Identification Number (PIN) for use with participating Automated Teller Machines (ATMs). This PIN is confidential and should not be disclosed to anyone. You may use Your PIN to access Your Account and all sums advanced will be added to Your Account balance. In the event a use of Your PIN constitutes an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may also affect Your rights.

EFFECT OF 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.

UNAUTHORIZED USE. If We have issued You less than 10 Cards for the use of Your employees, You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us during regular business hours at (517) 784-7101 or (800) 554-7101, and after hours, on weekends and holidays at (800) 237-6211, or by writing to Us at 1100 Clinton Road, Jackson, MI 49202. In any case, Your liability will not exceed $50.00.

If We have issued 10 or more Cards for the use of Your employees, You may be liable for the entire amount of unauthorized use.

REFUSAL TO HONOR CARDS OR CONVENIENCE CHECKS. We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Cards or Convenience Checks, or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of the Cards or Convenience Checks.

TRANSACTION SLIPS. Your monthly statement will identify that merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement.

LOST CARDS OR CONVENIENCE CHECKS. To report lost or stolen Credit Cards or Convenience Checks, You will immediately call Us during regular business hours at (517) 784-7101 or (800) 554-7101, and after hours, on weekends and holidays at (800) 237-6211, or write to Us at 1100 Clinton Road, Jackson, MI 49202.

CREDITS. If a merchant who honors Your Card gives You credit for returns or adjustments, they will do so by sending Us a slip which will be posted to Your Account. If Your credits and payments exceed what You owe Us, We will hold and apply this credit against future purchases and cash advances, or if it is $1.00 or more refund it on Your written request or automatically deposit it to Your share account after six months.

Your Billing Rights: Keep this Document for Future Use

This notice tells You about Your rights and Our responsibilities with respect to credit billing issues.

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 1100 Clinton Road, Jackson, MI 49202. 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 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. 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:

- 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.
- 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 $50.00 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 $50.00. (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 at 1100 Clinton Road, Jackson, MI 49202.

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.

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