

GENERAL – In this Business Visa® Credit Card Agreement (Agreement) the words you and your mean each and all of those who use the card (including authorized users) and those who sign the Business Services Application. Card or Visa Card means the Visa Business Credit Card (and any duplicates and renewals) we issue to you. Everyone who receives, signs or uses a card issued under this Agreement must be a Member of the Delta Community Credit Union, or a designee of the Member who has been authorized by the Member in writing and approved by Delta Community Credit Union. Account means your Business Visa Card Line of Credit and Member means the company or business entity for which a line of credit has been approved. We, us, and ours mean Delta Community Credit Union and our successors and assignees. This Agreement governs the relationship between the parties and sets forth the terms and conditions relating to your Visa Card and this Agreement and shall include, and incorporate by this reference, this Business Visa Credit Card Agreement, the Visa Business Platinum Rewards Terms and Conditions (The Addendum), and the Business Services Application. Any terms not defined in this Business Visa Credit Card Agreement shall have the meanings prescribed to them throughout the Agreement.

CREDIT LINE – If we approve your application, we will establish a Line of Credit or Credit Line for you that may be replenished by payment (as described below), and we will notify you of its maximum amount when we issue the Card(s). You agree not to let the Account balance exceed this approved Credit Line. Each payment you make on the Account will restore your Credit Line by the amount of the payment that is applied to the principal. You may request an increase in your Credit Line which must be approved by Delta Community Credit Union. By giving you written notice, we may, in our own discretion, increase or reduce your Credit Line from time to time, or with good cause, as determined in our sole discretion, we may revoke your Card and terminate this Agreement. Good cause may include, but is not limited to, your failure to comply with this Agreement or your creditworthiness. Either party may terminate this Agreement at any time, but termination by either party does not affect your obligation to pay the Account balance. You agree that the Card(s) shall be used for business purposes only. The Card(s) remain our property and you must surrender to us all cards upon our request and upon termination of this Agreement.

RESPONSIBILITY – If we approve your application and issue you a Card, you agree to repay all debts and any finance charges permitted under applicable laws and arising from the use of the Card and your Account. You are responsible for charges made by anyone else to whom you give the Card, and this responsibility continues until the Card is recovered. You cannot disclaim responsibility by notifying us, but we will cancel the Card to new transactions if you so request. Your obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you to make payments on other obligations. Anyone using the Card is jointly and severally liable and responsible for charges made, and by signing for a Card transaction on behalf of you, he or she becomes a party to this Agreement.

MONTHLY PAYMENT – You will receive a monthly statement each month during which you have had activity or an outstanding balance remains on the Account. We will either mail your monthly statement to the address we have on record or make it available for retrieving Online if electronic statements are preferred and have been requested by you. Your monthly statement will show the previous balance of purchases and cash advances from your most recent prior statement, the current transactions on your Account, the remaining credit available under your Credit Line, an itemized list of new purchases and cash advances, the total new balance, the finance charge due as of the statement closing date and the Minimum Payment required. Every month you shall pay at least the Minimum Payment within the grace period (as provided on the Addendum); however, you may (a) pay more frequently, (b) pay more than the Minimum Payment, or (c) pay the total new balance in full, which payments may reduce your overall finance charge. In addition, at any time your total new balance exceeds your Credit Line, you must immediately pay the excess, and any fees associated with the excess, upon our demand. We will apply your payments in the following order, regardless of whether billed on the monthly statement: (1) to previously billed and unpaid finance charges on purchases; (2) to previously billed and unpaid finance charges on cash advances; (3) to previously billed purchases; (4) to new purchases; and (5) to current cash advances. Notwithstanding the foregoing, any payment equal to or greater than the previous balance of purchases and finance charges will be applied first to that outstanding balance and then any finance charges thereafter in order to avoid continuing accrual of finance charges on such outstanding balance.

FINANCE CHARGE – You can avoid finance charges on purchases by paying the full amount of the new balance of purchases each month within the grace period. If the new balance of purchases is not paid in full, then such balance and any subsequent purchases from the date they are posted to your Account and until they are paid, will be subject to finance charge. Cash advances are always subject to finance charges from the date they are posted to your Account. Finance charge is calculated at the periodic rate shown on the Addendum and is applied to the average daily principal balances of purchases and cash advances on the Account. The principal balances of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of your previous balances, reduced by payments you make and credits we apply, and increased by purchases and cash advances you make and debit adjustments we make during the statement period. The daily principal balances are totaled, and divided by the number of days in the statement period, to produce separate average daily principal balances for purchases and cash advances to which the periodic rate is then applied to obtain the total finance charge.

OTHER CHARGES – If you fail to make a Minimum Payment when due under this Agreement, we may impose a late charge at the rate shown on the Addendum within the notice period required by applicable law. We also may impose fees or charges on you if any check sent by you to us as a payment on your Account is returned or dishonored for any reason, if you request copies of any charge slips, monthly statements or other items relating to your Account, if you need a replacement Card, or if you place a stop payment order on a pre-authorized, recurring card transaction. We also may impose fees or charges if you exceed your Credit Line without our prior consent. Such fees and charges are described on the Addendum. In the event that applicable law is interpreted so that late or other charges collected in connection with this Agreement would exceed permitted limits, any such charge shall be reduced by the amount necessary to reduce the total charge to the permitted limit and sums already collected that exceeded permitted limits shall be credited to the principal amount of your Credit Line or refunded at the discretion of Delta Community Credit Union.

DEFAULT AND COLLECTION – You will be in default under this Agreement if any one or more of the following events occurs: (1)

you fail to pay when due any amount owing by you under this Agreement; (2) you exceed the credit limit on your Account without our permission or you violate or fail to comply with or perform any of the other terms of this Agreement; (3) you are in default under the terms of your Credit Agreement and Security Agreement with us or any security agreement executed by you in our favor in connection therewith, (or, if applicable, any chattel mortgage or other security document collateralizing any indebtedness you may have to us under this Agreement or your Credit Agreement and Security Agreement); (4) any statement or representation made by you or on your behalf in connection with this Agreement is false, misleading or incomplete in any way as of the date made; (5) you fail to pay when due any present or future indebtedness you may have with us; (6) you are in default under any other agreement you may have with us; (7) you die or become incompetent (8) you file for bankruptcy or other similar relief under the Federal Bankruptcy Code; (9) you are insolvent or unable to pay your debts as they mature; (10) for any reason you cease to be a Member of the Credit Union, including withdrawal or expulsion, or (11) any other event occurs which causes us in good faith to believe that the prospect of your repayment of your indebtedness under this Agreement is impaired.

If you are in default under this Agreement, we may, in our discretion and without demand upon or notice to you declare immediately due and payable all amounts owing by you under this Agreement. You will continue to pay a finance charge on the amount so declared due and payable at the default rate and terms shown on the Addendum. If we must collect your indebtedness through a collection agency, attorney or a legal proceeding, you will pay all of our costs in so doing, including collection agency fees, reasonable attorney's fees and court costs. We also may, in our sole discretion and without demand upon or notice to you, exercise any rights and remedies we may have under the terms of any Security Agreement (or, if applicable, chattel mortgage or other security document) collateralizing your indebtedness under this Agreement or under any applicable law.

NOTICE – As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

CREDIT AND BUSINESS INFORMATION – You authorize us to investigate your credit standing when opening, renewing or reviewing your Account, and you authorize us to disclose information regarding your Account to credit bureaus and other creditors who inquire of us about your credit standing. Under the U.S. Patriot Act we are required to obtain, verify and maintain certain information that identifies you as an Account holder of the Credit Union. At the time of application, we will request, among other items, your name, address, tax identification number or social security number, and date of birth or date business established.

PURCHASES AND CASH ADVANCES – There are four (4) permissible ways to make a purchase or cash advance on your Account: (1) you may present your Card to a participating Visa plan merchant, to us or to another financial institution, and sign the sales or cash advance draft that will be imprinted with your Card; (2) you may provide your Card number to a participating Visa plan merchant in connection with a mail or telephone order transaction; (3) you may complete a transaction by using the appropriate personal identification number (PIN) related to your Account number at an automated teller machine (ATM); (4) through transfer access on Audioline or Online Banking. The Monthly Statement will identify the merchant, electronic terminal or financial institution at which transactions were made. You acknowledge that you shall be responsible for verifying the accuracy of your purchases or cash advances by comparing your transaction sales slips furnished at the time of the transaction to your Monthly Statement. As provided on the Addendum, Delta Community Credit Union may charge to your Account a reasonable fee for photocopies of slips you may request. We may, at our option, charge your Visa Account if you do not have a line of credit or overdraft line of credit whenever your checking account balance is not sufficient to cover checks that you have written. The amount of any overdraft will be treated the same as a cash advance under the terms of this Agreement.

INTERNET PURCHASES – If you wish to pay for goods or services over the Internet, you may be required to provide Card number security information before you will be permitted to complete the transaction. You acknowledge and agree that your Card will not be used for gambling, pornography or gaming purposes, or any similar activities, by either Internet or live card transactions.

ILLEGAL TRANSACTIONS PROHIBITED – You agree that you will not use your Card for any transaction that is illegal under federal, state, or local laws.

RETURNS AND ADJUSTMENTS – Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit advice, which we will post to your Account. If your credits and payments exceed what you owe us, we will hold and apply such amount against future purchases and cash advances, or if such amount is \$1 or more, we will refund it upon your written request or automatically after six (6) months.

FOREIGN TRANSACTION – Purchases and cash advances made in foreign currencies will be debited from your Account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in the 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 plus an additional one percent (1%). 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.

MERCHANT DISPUTES – We are not responsible for the refusal by any merchant or financial institution to honor your Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only after you have made a good faith attempt, but have been unable to obtain, satisfaction from the merchant, and (a) your purchase was made in response to an advertisement we sent or participated in sending you, or (b) your purchase cost more than \$50 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the merchant.

LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION – You agree to notify us immediately at

404-715-4725 or 1-800-544-3328 of the loss, theft or unauthorized use of your Visa Card. You may not be liable for the unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use of your Card. Subject to the terms of this Agreement, you will have no liability for unauthorized purchases made with your Visa Card, unless you are grossly negligent in the handling of your Card or you have more than ten (10) Cards associated with your Line of Credit.

SECURITY INTEREST – You hereby grant to us a purchase money security interest in any personal tangible property purchased with the use of your Card and described in your monthly statement. Such security interest gives us the right to recover

from you any goods that have not yet been paid for by you should you not make your required payments. As a condition for the approval of your Line of Credit, you grant us a specific pledge of your credit union shares (deposits).

PLEDGE OF SHARE ACCOUNT(S): You pledge to us and grant a security interest in all individual and joint deposit and other accounts you have with us now and in the future, to secure the repayment of all obligations you owe with respect to your Visa Business Credit Card Account. You authorize us to apply the balance in these account(s) to pay any amounts due under this Agreement if you should default. Notwithstanding any other agreement between you and us, any real property securing other loans you have with us will not secure repayment of your indebtedness to us under this agreement.

VISA ACCOUNT UPDATER (VAU) – VAU is an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update relevant card data (Card Numbers and Expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. The service provides updates to a Visa database only. The database is accessed by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. This service is provided as a free benefit to you. If at any time you wish to opt-out of the VAU service or if you have any questions, please call 1-800-544-3328 to do so.

EFFECT OF AGREEMENT – This Agreement is the sole agreement that applies to all transactions relating to your Account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms.

CHANGE IN TERMS – We can change any of the terms of the Agreement at any time, including and without limitation the rate used to calculate finance charges under this Agreement or the Minimum Payments required under this Agreement. The Annual Percentage Rate (APR) you receive will be based on our assessment of your credit history and creditworthiness. Rates, fees, and terms of your Account are not guaranteed, and may change based on information in your credit report, failure to make payments when due (either to us or other creditors), exceeding your credit limit without our prior consent, making one or more payments to us that are not honored by your financial institution, the number of open credit accounts and balance outstanding, the number of recent inquiries, or for any other reason. The rates, fees, and terms of your Account may be reviewed on a periodic basis and may be subject to change based on other variable factors including market and economic conditions. We will notify you in writing of any changes within the notice period required by applicable law and before the date the change is to become effective; however, this notification requirement will not apply to any change in any credit limit applicable to this Agreement.

CANCELLATION – We can cancel or suspend this Agreement and your right to use the Card or raise or lower the credit limit imposed on your Card under this Agreement at any time without prior notice to you and regardless of whether or not you are then in default under this Agreement. Cancellation or suspension shall not relieve you of any of your obligations to us under this Agreement nor release any collateral therefore until this Agreement is fully repaid. Unless you are in default under this Agreement, cancellation or suspension of this Agreement by us will not affect our right to defer payments to the outstanding balance owed by you under this Agreement in accordance with the terms of this Agreement.

CAPTIONS AND WORDING – Captions used in this Agreement are intended solely as reference and shall not constitute a substantive part of this Agreement. All singular terms used in this Agreement shall include the plural, and vice versa, and all pronouns used in this Agreement shall cover all genders.

APPLICABLE LAW – This Agreement will be governed by Georgia law without affecting its choice or conflict of laws provisions. If any provision of this Agreement is held to be invalid, the invalidity of that provision shall not affect any other provision of this Agreement.

ADDRESS CHANGE – You must notify the Credit Union in writing promptly if you change your mailing address. Absent such notice, we are authorized to send any periodic statements or other notices regarding this Agreement to the address disclosed at application or the last address we have on record.

NO ASSIGNMENT – You shall have no right to assign your rights and obligations under this Agreement.

ARBITRATION – We reserve the right to resolve any claims relating to your Account by binding arbitration and, in such case, you will not have the right to have any claims resolved by a judge or jury. You may reject the arbitration provision with respect to your new Account within thirty (30) days after your Account has been established with us. To reject the arbitration provision or obtain additional details and restrictions, write to us at: Delta Community Credit Union, PO Box 20541, Atlanta, GA 30320-2541, Attn: Legal Department.

BILLING RIGHTS – This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. Notify Us in Case of Errors or Questions About Your Statement. If you think your monthly statement is wrong, or if you need more information about a transaction on your statement, write to us on a separate sheet of paper at the address listed on your statement describing your concern. You must write to us as soon as possible, but in no case later than sixty (60) days from the statement date from which the error or problem appeared. You may telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name, business name and Account number;
- The dollar amount of the suspected error; and
- Describe the error and explain why you believe there is an error.

If you need more information, describe the item you are not sure about. If you have authorized us to pay your Visa Card Account automatically from your share account or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur. Your Rights and Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within thirty (30) days, unless we have corrected the error within such time. Within ninety (90) days, we must either correct the error or explain why we believe the statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent; however, we can continue to send statements to you for the amount you question, including finance charges, and we can apply any unpaid amount against your Credit Line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the amounts on any monthly statement that are not in question. If we find that we made a mistake on your monthly statement, you will not be responsible for paying any finance charges associated with our mistake. If we did not make a mistake, you will be responsible for paying finance charges on the amount you questioned, and you must pay any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we determine you owe, we may report you as delinquent to any credit agency. However, if

our determination of your obligation to pay does not satisfy you and you write to us within ten (10) days telling us of your dissatisfaction and further refusal to pay, we must disclose to any credit agency to which we report you that you have an outstanding question regarding your statement. We must also provide you with the name of the credit agency to which we reported you. Once the matter is settled between us, we must report such status to the credit agency. If we do not adhere to these responsibilities, we shall not collect from you the first \$50 of the questioned amount, even if your monthly statement was correct.

Special Rule for Credit Card Purchases. If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right; (a) you must have made the purchase in your home state or, if not within your home state within one hundred (100) miles of your current mailing address; and (b) the purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Privacy Statement: It is the policy of Delta Community Credit Union to hold member information in confidence, subject to applicable legal requirements and standards. We will limit the use and collection of information about our members to that which, in the Credit Union's judgment, is necessary to administer our business, provide excellent service, and offer opportunities that we think will be of interest to members. We may use information to help identify additional products or services that we believe members might want to know about. The Credit Union intends to employ reasonable measures to ensure the accuracy, timeliness and completeness of our member information. If we become aware of inaccuracies in our records, we will take prompt steps to make appropriate corrections. To protect member privacy, we will control carefully the way any information about members is shared with relationship vendors. If any of our vendors require or use member information in order to provide services to our members, we require the vendor to provide us with a confidentially agreement. It is also the policy of Delta Community Credit Union not to sell member information for use by non-affiliated third parties.