

Business Visa® Application Owner/Guarantor



Business/Borrower Profile					
Marine FCU Business Account No.:		Legal Name (under which tax returns are filed):		Current Business Checking Balance: \$	
Set Up Account in Business: ___ Legal Name ___ Doing Business As		Doing Business As Name:		How Name Should Appear On Card:	
Type of Business: ___ Retail ___ Wholesale ___ Manufacturer ___ Service ___ Other - Please Describe: _____					
Ownership Structure: ___ Individual/Sole Proprietor ___ C Corporation ___ S Corporation ___ Partnership ___ Limited Liability Company (If selected, enter LLC's tax classification: C = C Corporation, S = S Corporation, P = Partnership) ___ Trust/Estate ___ Other _____					
Physical Business Address (No PO Box/PMB):			City:		State: Zip Code:
Business Billing Address:			City:		State: Zip Code:
Business Phone No.:	Federal Tax ID No.:	Date Established:	Current Owner Since:	Building Is: ___ Owned ___ Leased	
Gross Annual Revenues: \$	Net Income: \$	Start of Fiscal Year:	End of Fiscal Year:	Monthly Mortgage/Lease Payment: \$	

General Information		
Total Visa® Line Requested (Minimum amount is \$5,000): \$	Number of Cards Requested:	Increase To An Existing Line?: ___ Yes ___ No

Owner/Guarantor Profile - If more than 2 owners list below						
Select what describes your relationship to the Loan Applicant: ___ Guarantor ___ Owner					Percentage of Ownership:	
Name:			Title:		Email:	
Date of Birth:	TIN:	Driver's License:	Physical Address:		City:	State: Zip Code:
Work Phone:	Mobile Phone:	Tax returns are attached. Select amount of years: ___ 1 ___ 2 ___ 3	Are returns being contested or audited?: ___ Yes ___ No		Shared Limit: \$	
May we contact your accountant or accounting firm to discuss your tax return and finances?: ___ Yes ___ No						

Owner/Guarantors - If more than 1 owner, list below				
Name of Owner/Guarantor:	Phone No.:	Email:	% of Ownership:	Shared Limit: \$
Name of Owner/Guarantor:	Phone No.:	Email:	% of Ownership:	Shared Limit: \$
Name of Owner/Guarantor:	Phone No.:	Email:	% of Ownership:	Shared Limit: \$

Authorized Signers			
Name of Authorized Signer:	Phone No.:	Email:	Shared Limit: \$
Name of Authorized Signer:	Phone No.:	Email:	Shared Limit: \$
Name of Authorized Signer:	Phone No.:	Email:	Shared Limit: \$
Name of Authorized Signer:	Phone No.:	Email:	Shared Limit: \$
Name of Authorized Signer:	Phone No.:	Email:	Shared Limit: \$

Business Credit Card Guaranty Agreement

This Guaranty Agreement is made by as of the first date in the Signature Provision herein on behalf of the entity indicated, in favor of Marine Federal Credit Union [the Credit Union"]. PRELIMINARY STATEMENTS: The Credit Union has entered, or may from time to time enter, into **agreements or arrangements with the Borrower indicated herein below providing for credit extensions or financial accommodations to the Borrower** under a Business Credit Card Revolving Loan Agreement, whether or not secured, under which the Borrower may be indebted to the Credit Union in any manner. This Guaranty applies to all amounts owed under the Business Credit Card Revolving Loan Agreement and is intended to cover all transactions by the Borrower(s), Owner(s), Guarantor(s), and any Authorized User(s) as defined in said Agreement. Each statement herein applies to each Guarantor listed individually without any consideration or effect on any other guarantors; and all Liabilities may be enforced as to any one or all Guarantors in the Credit Union's sole discretion, which shall not affect the guarantors rights to indemnification, subrogation or otherwise as to all other parties. Therefore, in consideration of the Guaranty and in order to induce the Credit Union to enter into or extend or give financial accommodation with respect to the Business Credit Card Revolving Loan Agreement, the Guarantor agrees as follows: **Section 1. Guaranty of Payment.** The Guarantor(s) unconditionally and irrevocably guarantees to the Credit Union and its successors, endorsees, transferees and assigns, as primary obligor and not merely as surety, the punctual payment of all sums now owing or that may in the future be owing by the Borrower with respect to all future advances of credit under the Credit Card Loan Agreement, when the same are due and payable, whether on demand, at stated maturity, by acceleration or otherwise, and whether for principal, interest purchase price, margin or additional payments, fees, expenses, costs of replacement transactions, indemnification or otherwise (all of the foregoing sums being the "Liabilities"). The Liabilities include, without limitation, interest accruing after the commencement of a proceeding under bankruptcy, insolvency or similar laws of any jurisdiction at the rate or rates provided in the underlying Business Credit Card Revolving Loan Agreement, as amended from time to time. This Guaranty is a guaranty of payment and not of collection only. The Credit Union shall not be required to exhaust any right or remedy or take any action against the Borrower or any other person or entity or any collateral. The Guarantor agrees that, as between the Guarantor and the Credit Union, the Liabilities may be declared to be due and payable for the purposes of this Guaranty, notwithstanding any stay, injunction or other prohibition that may prevent, delay or vitiate any declaration as regards the Borrower and that in the event of a declaration or attempted declaration, the Liabilities shall immediately become due and payable by the Guarantor for the purposes of the Guaranty. **Section 2. Guaranty Absolute.** The Guarantor guarantees that the Liabilities shall be paid strictly in accordance with the terms of the Business Credit Card Revolving Loan Agreement regardless of any law, regulation or order now or hereafter in effect of any jurisdiction affecting any of such terms or the rights of the Credit Union with respect thereto. The liability of the Guarantor under this Guaranty is absolute and unconditional. **Section 3. Guaranty Irrevocable.** This Guaranty is a continuing guaranty and shall remain in full force and effect until payment in full of all Liabilities and other amounts payable under this Guaranty and until the Business Credit Card Revolving Loan Agreement is no longer in effect after being fully paid. **Section 4. Reinstatement.** This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Liabilities is rescinded or must otherwise be returned by the Credit Union on the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though the payment had not been made. **Section 5. Setoff.** The Guarantor agrees that, in addition to (and without limitation of) any right of setoff, banker's lien or counterclaim the Credit Union may otherwise have, the Credit Union shall be entitled, at its option, to offset balances (general or special, time or demand, provisional or final) held by it for the account of the Guarantor at any of the Credit Union's offices, against any amount payable by the Borrower that is not paid when due (regardless of whether such balances are then due to the Guarantor). **Section 6. Formalities.** The Guarantor waives presentment, notice of dishonor, protest, notice of acceptance of this Guaranty or incurrence of any Liability and any other formality with respect to any of the Liabilities of this Guaranty. **Section 7. Amendments and Waivers.** No amendment or waiver or any provision of this Guaranty, nor consent to any departure by the Guarantor there from, shall be effective unless it is in writing and signed by the Credit Union, and then the waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Credit Union to exercise, and no delay in exercising, any right under this Guaranty shall operate as a waiver or preclude any other or further exercise thereof or the exercise of any other right. **Section 8. Expenses.** The Guarantor shall reimburse the Credit Union on demand for all costs, expenses and charges, including without limitation fees and charges of external legal counsel, for the Credit Union in connection with the performance or enforcement of this Guaranty. The obligations of the Guarantor under this Section shall survive the termination of this Guaranty. **Section 9. Assignment.** This Guaranty shall be binding on, and shall inure to the benefit of the Guarantor, the Credit Union and their respective successors and assigns, provided that the Guarantor may not assign or transfer its rights or obligations under this Guaranty, except to the extent restricted by the relevant Transaction Documents, the Credit Union may assign, sell participations in or otherwise transfer its rights with respect to the Transactions and the Transaction Documents to any other person or entity and the other person or entity shall then become vested with all the rights granted to the Credit Union in this Guaranty or otherwise. **Section 10. Captions.** The headings and captions in this Guaranty are for convenience only and shall not affect the interpretation or construction of this Guaranty. **Section 11. Governing Law, etc.** THIS GUARANTY SHALL BE GOVERNED BY THE LAW OF THE STATE OF NORTH CAROLINA. THE GUARANTOR WAIVES ANY RIGHT THE GUARANTOR MAY HAVE TO JURY TRIAL. TO THE EXTENT THAT THE GUARANTOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OR ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER FROM SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OF A JUDGMENT, EXECUTION OR OTHERWISE), THE GUARANTOR HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS GUARANTY.

By signing this Agreement under Seal and intending to induce the Credit Union to make, provide, or extend credit or credit related services to the Business/Borrower named above; and agreeing that the terms of this Agreement, including the obligations of the undersigned, are subject to the commercial or other account and service agreements made available to us (which may be altered, amended, modified, revoked, or revised at any time without notice to the Business or to the undersigned), the undersigned personally and unconditionally guarantee the prompt payment when due to the Credit Union or any successor or assign, all amounts owing by the Business/Borrower. The undersigned agree to pay all amounts owing under the Agreement on demand, without requiring the Credit Union to bring suit or take any action against the Business/Borrower. If the Credit Union sues to enforce this Guaranty agreement, the undersigned agree to pay all reasonable attorneys' fees of the holder of this Guaranty equal to not less than twenty (20%) percent of the outstanding balance owing on the Agreement, or such higher amount actually incurred.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date set forth herein below:

Guarantor

Date

Guarantor

Date

Guarantor

Date

Authorization

By returning this application to the Credit Union, the undersigned individually and on behalf of the entity herein indicated promises that everything stated herein or in any documentation included with/accompanying this application is correct to the best of my/our knowledge. The undersigned authorizes the Credit Union to obtain credit reports as to the entity and the undersigned in connection with this application for credit and for any update, renewal or extension, review or collection of the credit received. I/we understand that the Credit Union will rely on both the representations I/we make in this application and the contents of any credit report it obtains when deciding whether to grant the credit requested. I/we agree to immediately notify you in writing of changes to any of the information provided in this application. I/we agree that my/our account will be subject to the terms and conditions of all applicable Credit Card Agreements that will accompany any Card(s) when issued; and that a photocopy or facsimile of this application shall be as binding as the original. I/We understand that additional documents may be requested by Marine FCU to determine a final approval on this credit application and for future assessments of this credit line by Marine Federal Credit Union All such information, along with this application, shall remain Marine FCU's property whether or not credit is extended. Applicants specifically consent that the Credit Union may report information concerning their account(s)/services to others; and that we may provide the reasons should we determine you to be ineligible for any services to the other Applicants.

I/We certify that all purchases and cash advances will be used for business purposes and not for personal, family or household purposes. If so requested, Marine FCU will tell you the name and address of any credit bureau from which it received a credit report about you. It is a federal crime to willfully and deliberately provide incomplete or incorrect information on loan applications made to Federal Credit Unions or State Chartered Credit Unions insured by NCUA.

Officer's Name:	Title:
Officer's Name:	Title:
Officer's Name:	Title:

Signature **Date**

Signature **Date**

Signature **Date**

- For Marine FCU Use Only -

___ Approved ___ Denied (Reason: _____) Date of Approval/Denial: _____

Loan Officer's Signature Stamp

Account Officer's Signature Stamp

Co-Approval

Co-Approval

Comments/Explanation:

BINDING ARBITRATION: EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION PROVISION SUBSTANTIALLY LIMITS YOUR RIGHT TO BRING A LEGAL ACTION IN A JUDICIAL FORUM (EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT AS SET FORTH HEREIN).

PLEASE READ THIS SECTION CAREFULLY. THE PARTIES WILL NOT HAVE A RIGHT TO HAVE A JUDGE OR JURY DECIDE ANY CLAIM OR DISPUTE; AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER HEREUNDER. ANY DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. FURTHER, NEITHER PARTY NOR ANYONE OF THEIR BEHALF CAN PURSUE ANY CLAIM OR DISPUTE IN ANY CLASS OR REPRESENTATIVE CAPACITY. IT IS THE INTENT OF THE PARTIES HERETO TO PROVIDE A FUNDAMENTALLY FAIR AND LESS COSTLY FORUM TO ADDRESS ANY DISPUTES BETWEEN THE PARTIES; AND THE PARTIES SPECIFICALLY AGREE TO THIS ALTERNATIVE METHOD OF DISPUTE RESOLUTION AS AN INTEGRAL PART OF THE RELATIONSHIP BETWEEN THE PARTIES. SEE BELOW FOR COMPLETE DETAILS.

THIS IS YOUR AGREEMENT AND DISCLOSURE STATEMENT WITH MARINE FEDERAL CREDIT UNION. PLEASE READ IT CAREFULLY AND KEEP IT FOR YOUR RECORDS. IT SUPERSEDES ALL PRIOR AGREEMENTS AND DISCLOSURE STATEMENTS RELATING TO YOUR ACCOUNT. YOU DO NOT HAVE TO SIGN THIS AGREEMENT. YOUR AGREEMENT TO ALL OF THESE PROVISIONS, AS AMENDED FROM TIME TO TIME INCLUDING THE CARD ISSUED BY US, WILL BE SHOWN BY YOUR APPLICATION FOR THE CARD, YOUR ACCEPTANCE OF THE CARD, OR YOUR USE OF THE CARD, WHICHEVER OCCURS FIRST.

1. Definitions. In this Agreement, the word “Card” or “Business Card” means either one or more VISA credit cards and any duplicates, renewals or substitutions we issue to the borrower or to any designated authorized user(s). The words, “Company,” “you,” “your,” and “yours” mean the borrower and all cardholders (borrowers, co-borrowers and or guarantors); anyone, any borrower or cardholder permits to use the Card(s); as well as any authorized user for whom an additional Card(s) is issued to the extent of their purchases and cash advances, as well as transactions by anyone they permit to use the Card(s). The word “cardholder” means any borrower as well as any person the borrower designates as a cardholder. The words “Credit Union,” “we,” “us,” and “our” mean Marine Federal Credit Union.

2. Pledge of Shares and Security Interest.

BY SIGNING AN APPLICATION, ACCEPTANCE OR AUTHORIZED USE OF ANY CREDIT CARDS, YOU GRANT AND PLEDGE A CONSENSUAL LIEN TO US ON ALL SHARES TO SECURE PAYMENT OF YOUR OBLIGATIONS ON THIS ACCOUNT. IN ADDITION, YOU ACKNOWLEDGE OUR STATUTORY LIEN RIGHTS UNDER THE FEDERAL CREDIT UNION ACT; YOU AGREE THAT SUCH A LIEN IS IMPRESSED AS OF THE DATE THAT THIS ACCOUNT IS OPENED; AND YOU AGREE THAT WE CAN APPLY THE SHARES PLEDGED AT THE TIME OF ANY DEFAULT ON THIS ACCOUNT WITHOUT FURTHER NOTICE. “Shares” for the purpose of your pledge to secure your obligations to the Credit Union means all deposits in any share savings, share draft, club, certificate, or other account(s) of the borrower or any guarantor, whether jointly or individually held—regardless of contributions, that you have on deposit now or in the future.

3. Security Agreement. “Non-Purchase-Money Security Interests” Payments on your Account are secured by any security interest in any property securing your other obligations to the Credit Union, whether existing now or in the future, except your household goods and your primary residence. **“Purchase-Money Security Interests”** You hereby grant Credit Union security interest in all property purchased/acquired by you or any authorized user pursuant to the use of this Account, including a purchase-money security interest in any household goods purchased/acquired with an extension of credit upon this Account. These Purchase Money Security Interests shall secure faithful performance of all obligations arising under this Agreement; and the Credit Union shall have all of the rights of a secured party in accordance with Article Nine of the Uniform Commercial Code and/or other applicable law.

4. How to Use This Account. All cards issued must be signed in order to use any card. You can purchase or lease goods and services (“Purchases”) from any merchant who honors your Card up to your maximum credit limit for your Card (not to exceed the aggregate account limit) by presenting your Card and signing a sales slip for the amount of the Purchase. You may also use the Card to obtain cash loans (“Cash Advances”) up to your maximum credit limit from financial institutions that accept the VISA credit card. You agree not to present your Card or obtain a Cash Advance for any extension of credit in excess of your available Credit Limit (card limit and/or aggregate account limit). Certain purchases and cash advances require authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our system is not working, we may not be able to authorize a transaction, even though you have sufficient credit available. Also, for security reasons, we may block the use of your Card in certain countries or geographic areas. We will have no liability to you or others if any of these events occur.

5. Automatic Teller Machine (ATM) Access. If you have received a Personal Identification Number (PIN), you may use your Card and PIN to obtain Cash Advances at any ATM that accepts your Card. Your PIN is confidential and should not be disclosed to anyone. You agree not to write your PIN on your Card, you will not keep your Card and PIN together, and you will not provide

your PIN to anyone who is not an authorized user. Except as otherwise provided in this Agreement, advances through ATM access will be treated as Cash Advances under this Agreement. If cash advances are permitted on your account, advances at authorized ATMs may be limited to advances at authorized ATMs may be limited in any 24-hour period. The total of all cash advances on your Visa Account and any withdrawals from your other accounts through an ATM in any 24-hour period may be combined for the purpose of this limitation. Although we do not charge a fee for this service, others may. **Owners of ATMs that we do not own may charge fees in addition to any fees disclosed in this Agreement. This is not a fee charged by your Credit Union; however, any such fee will be added to your account. The party charging the fee is required to provide appropriate disclosures to you with regard to any such fees.**

6. Term and Termination. Unless canceled by Credit Union, each Business Card shall be in force for the term stated thereon. Within 45 days of the scheduled expiration date of a Business Card, Company or Designated Employee shall notify Credit Union if the Business Card should not be renewed. In the absence of such notification, Credit Union may renew the Business Card for such term as the new card shall state when issued. Credit Union shall have the right to terminate this Agreement, effective immediately, upon any material breach or violation of any obligation contained in this agreement by the Company or any authorized user or guarantor. Without limiting the foregoing, the Credit Union has the right to terminate your line of credit and to demand the return of all cards and other access devices if the Credit Union, in its sole discretion, feels that it is insecure for any reason whatsoever; including but not limited to mismanagement of your account, failing to safeguard any access device, creation of any credit balances by you that may increase the risk of loss or exposure of the Credit Union or failing to cooperate with the Credit Union or others with regard to any claim of unauthorized use or any other defense to payment under applicable law. Upon termination by you or us, all amounts owed pursuant to the terms of this Agreement are due and payable in full.

7. Credit Limits. "Company Credit Limit" We will establish and notify Company of a credit limit for the Account ("Company Credit Limit"). We may, at any time and at our sole option, with or without notice to you, increase or decrease the Company Credit Limit on the Account. Without limiting the foregoing, we may reduce the amount of credit available under the Company Credit Limit by the amount of any request for authorization from a merchant or financial institution even if the amount has not yet posted to the Account. You agree not to use, or allow anyone else to use, the Card or Account in any way that would cause the balance of purchases on the Card or Account, to exceed the Company Credit Limit. We are not under any circumstances obligated to approve any transaction or extend credit if doing so would exceed any applicable limit; but if we do, Company agrees to repay all Charges that exceed the Company Credit Limit. **"Cardholder Credit Limit"** We may establish individual credit limits for purchases on a per Card basis, referred to as "Cardholder Credit Limits." In no event may a Cardholder Credit Limit exceed the Company Credit Limit. We may, at any time and at our sole option, with or without notice to you, increase or decrease the Cardholder Credit Limit on any Card. Without limiting the foregoing, we may reduce the amount of credit available under the Cardholder Credit Limit on a Card by the amount of any request for authorization from a merchant or financial institution even if the amount has not yet posted to the Account. You agree not to use, or allow anyone else to use, the Card or Account in any way that would cause the balance of purchases on the Card to exceed the Cardholder Credit Limit or Company Credit Limit. We are not under any circumstances obligated to approve any transaction or extend credit if doing so would exceed an applicable Cardholder Credit Limit; but if we do, you agree to repay all Charges that exceed the Cardholder Credit Limit.

8. Payment and Notice in the Case of Lost or Stolen Card(s)/Unauthorized Use. Company shall be liable for any and all authorized charges and cash advances made with any and all of the cards we issue and/or renew under this agreement and shall pay same together with any finance charges, expenses or other charges accrued. Unauthorized use is any use by an individual other than an authorized user without the knowledge or consent of Company or an authorized user to whom a card was issued.

9. Liability For Unauthorized Use. Except as expressly limited by law and below, you are liable for all Charges on the Card, authorized and unauthorized. If the Card or Account number is lost or stolen, or if you think that someone used or may use them without your permission, you must notify the Credit Union immediately by calling 800.225.3967.

a) Definition. "Unauthorized use" means any use by a person who is not an authorized signer on the Account, was not expressly or impliedly authorized by such a person, and from which such a person derives no benefit. "Unauthorized use" excludes any transaction conducted by: 1) a Company co-owner; 2) the Cardholder or any person authorized by the Cardholder, including a person to whom the Cardholder gave the Card or Card number, even if the person exceeds or violates your instructions; or 3) any other person with an interest in or authority to transact business on the Account. You agree to tell us what you know about the unauthorized use and assist us in any investigation or actions we take in connection with unauthorized usage.

b) Liability. Unless otherwise required by law and subject to VISA International Operating Regulations, you have unlimited liability for unauthorized use of the Account or any Card.

10. Late or Partial Payments. The Credit Union can accept late or partial payments as well as payments that are marked with "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. If you pay more than the Minimum Payment Due, we will allocate the excess amount to your account balance at our discretion, unless you tell us otherwise. You must pay the Credit Union in U.S. dollars drawn on funds on deposit in the United States. If you make payment with other currencies or from an institution domiciled outside the United States, then your payment will not be credited until the funds have been collected by us in U.S. dollars. The Credit Union will determine the method of applying payments and credits to your account. If the Credit Union receives a payment by mail by 5:00 PM ET, you will receive credit that day; payment received after 5:00 PM ET, will be applied to the next business day. Payments made in any other manner, including in person, will be deemed received on the next business day following receipt. You authorize us to honor any Purchase or Cash Advance you make

by telephone or mail on this account. You agree that a signature is not necessary as identification in such cases. We reserve the right to refuse to honor any request for credit, to reduce your credit limit or terminate your account at any time using our sole discretion, based on changes in the economy, the Credit Union's financial condition, your creditworthiness or for any other reason not prohibited by law. **To protect you and us, the Credit Union, in its sole discretion, may place a temporary freeze on all or part of the credit available to you for new purchases or cash advances under this agreement any time the Credit Union receives a large payment. In such cases, the Credit Union may freeze your credit line until payment is actually collected by us.**

11. Terminating Authorized Users Card(s). Company shall have sole responsibility for notifying Credit Union in writing regarding cancellation of charging privileges of authorized user(s). Company shall return to the Credit Union the card upon cancellation. Company shall be responsible for any and all charges made prior to the return of the card to the Credit Union.

12. Limit(s) on Card Purchases and/or Cash Advances. Can be determined by contacting the Credit Union's Plastics Department as set forth at the end of this Agreement.

13. Card(s) Are Property of Credit Union and Cancellation. All Cards shall remain the property of Credit Union and are not assignable or transferable and may be canceled by Credit Union at any time for any reason, without notice, except as required by law. Such cancellation shall in no way impair existing obligations to Credit Union. Any and all cards must be surrendered to Credit Union upon Credit Union's request.

14. Default. Company will be in default if: a) you fail to pay the Payment Due by the Payment Due Date; b) the Credit Union, in its sole discretion, feels insecure (For example: Our good faith belief that your ability to pay your account is impaired; use of your account in any manner or in any way that may expose the Credit Union to a risk of loss; etc.); c) your ability to repay is materially reduced by a change in your employment, by an increase in your obligations, by bankruptcy or insolvency proceedings involving you, by your death, or (for community property state residents only) by a change in marital status or domicile; d) you exceed your credit limit without our permission; e) you have made a false or misleading statement to us in your application or otherwise; f) you are in default under any other agreement with us; g) if you use or authorize the use of any Card(s) to make or facilitate any illegal transaction; or h) you fail to perform any of your other obligations under the terms of this Agreement as it may be amended from time to time. Upon default we may close your Account to future purchases and advances and, to the extent not prohibited by Governing Law, demand immediate payment of your entire Account balance, after giving you any notice and opportunity to cure the default if required by applicable law. The Credit Union's sole obligation hereunder with regard to determining and declaring an event of default is the exercise of "good faith," based on its subjective understanding of applicable facts.

15. Collection Costs. You agree to pay all costs incurred by the Credit Union in collecting any amounts you owe or in enforcing or protecting the Credit Union's rights under this Agreement, including attorneys' fees of not less than 20% of the unpaid balance or such greater sum as may be reasonable, and also those costs, expenses and attorneys' fees incurred in any appellate, bankruptcy and post-judgment proceedings, except as limited or prohibited by applicable law.

16. Fees. Transaction fee for cash advances 3% of withdraw or minimum \$10 fee, and late fee is up to \$35.

- a) Returned Payment or Insufficient Funds Fee:** Credit Union will charge your account a \$25 fee if your payment by any method, including check, electronic transfer, home banking transaction or otherwise, is not honored, collected by us, or if we must return it to you because it cannot be processed for any reason. This fee may be added to your account balance, or collected from you on demand.
- b) Charge for Copies and Research:** If you ask for a copy of any document, such as a sales slip, Convenience Check, or billing statement, a charge of \$10 per hour may be imposed for the time it takes to research and locate the document. In addition, a copying fee of \$5 per copy will be imposed. However, no charge will be imposed in connection with any actual or asserted billing error.

17. Financial Information. Company shall furnish Credit Union with an annual financial statement at the end of each year; and/or shall furnish such other information as the Credit Union may reasonably request from time to time.

18. Updating and Disclosing Financial Information. We may report your performance under this Agreement to credit reporting agencies and secure follow-up credit reports on you for any legitimate business reason, including if you fail to make your minimum payments on time. We can reinvestigate and reevaluate any information you provide on your Visa Application at any time, and in the course of doing so, we may ask you to provide additional information, request credit bureau reports and/or otherwise verify your current credit standing.

19. Commercial Use Only. No charges or cash advances may be incurred for personal family household purposes. Company shall so advise each authorized user. You may not use your Business Card to initiate any type of gambling transaction. You agree that you will not use your Business credit card for any transaction that is illegal under all applicable, federal, state or local law.

20. Monthly Statements. Credit Union shall provide Company with a statement showing all charges and appropriate billing data regarding all fees relating to employee Business Cards. Company will pay to Credit Union within 25 days from billing cycle closing date indicated on each statement, an amount at least equal to 2% of the new balance shown on such statement and any minimum payment billed in prior statements shown as past due which will be included in the minimum payment due amount on the statement. We will send you a monthly billing statement whenever there is activity on your account. Your monthly statement will show an itemized list of current charges (Purchases and Cash Advances) and Convenience Check transactions to your account, your

new balance, any Finance Charges, the minimum payment due, and the payment due date. In addition, it will show your current credit limit, payments, and credits, a summary showing your Purchases and Cash Advances, the merchant, electronic terminal or financial institution at which transactions were made, as well as other information concerning your account. Sales, Cash Advance, credit or other slips cannot be returned with any statement. You will retain a copy of such slip furnished at the time of the transaction in order to verify your monthly statement. **eStatements:** If provided electronically, statements will be a) e-mailed to you as an attachment; or b) you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy/download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by any owner.

21. Finance Charges. You can avoid a Finance Charge on purchases by paying the full amount of New Balance of Purchases each month within 25 days of your statement closing date. WILL BE IMPOSED IN THE FOLLOWING MANNER AND WILL BE IN AMOUNTS NOT IN EXCESS OF THOSE PERMITTED BY LAW:

- a) **Purchases:** To avoid incurring an additional Finance Charge on the balance of Credit Purchases (and Cash Advances, if this Method G is specified as applicable to Cash Advances) reflected on this statement and on any new Credit Purchases (and, if applicable, Cash Advances) appearing on your next statement, you must pay the New Balance shown on the reverse side 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 Credit Purchases (and, if applicable, Cash Advances), which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance of Credit Purchases (and, if applicable, Cash Advances) any new Credit Purchases posted to your account (and, if applicable, Cash Advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later) and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges.
- b) **Cash Advances:** To avoid incurring an additional Finance Charge on the balance of Cash Advances (and Credit Purchases, if this Method F is specified as applicable to Credit Purchases) reflected on this statement, you must pay the New Balance shown on the reverse side 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 Cash Advances (and, if applicable, Credit Purchases), which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Cash Advances (and, if applicable, Credit Purchases) is determined by adding to the Previous Balance of Cash Advances (and, if applicable, Credit Purchases), any new Cash Advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later (and, if applicable, and new Credit Purchases as posted), and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges.

22. Variable Rate Formula/Annual Percentage Rate. Your Annual Percentage Rate for (APR) Purchases and Balance Transfers may vary (except during any introductory period with respect to balance transfers). Credit Union may adjust the rate once each month at the start of your monthly billing period. The formula for calculating a change in this interest is as follows: we will add a margin to the commercial Prime Rate as correctly published in the *Wall Street Journal-Southeastern Edition* on the last publication date of the calendar month that ends within that billing cycle. The margin will be between 4% and 10% depending on your creditworthiness. Any increase in the APR will result in an increase in the periodic payments required.

23. Changing This Agreement. Credit Union may change the terms of this Agreement, including the APR, at any time. Except where limited by applicable law, the new terms, including, but not limited to, increasing the finance charge or the way the Credit Union calculates finance charges, late charges, and the minimum payment due, will apply both to new purchases and cash advances and to the existing outstanding balance of your account as of the day of the change. In accordance with applicable law, the Credit Union will notify you of any increased charge or change by writing to you at the most recent address shown for you on the Credit Union's records.

24. Delay in Enforcement/Waivers. The Credit Union may delay or waive enforcement of any of the provisions of this Agreement, including any agreement to make timely payments, without losing its right to enforce the same provision later or any other provisions of this Agreement. You waive the right to receive notice of any waiver or delay or presentment, demand, protest or dishonor. You also waive any applicable statute of limitations to the full extent permitted by law and any right you may otherwise have to require the Credit Union to proceed against any person before suing you to collect. You understand that the Credit Union will not be liable for a merchant's or other parties' refusal to honor your Card whether due to an error by the Credit Union, the merchant, the Credit Union's authorized agent, or other third party.

25. Change of Name or Address. You will promptly notify us of any change of address or your name, including your e-mail or other electronic address by: 1) writing us at the address set forth in the Schedule; or 2) using the address change request available through Online Banking (the portion of the site you may access after entry of your user name and password or PIN). In the absence of such notice, any mail, disclosure or notice to you at any: address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that any address you provide to us is not or is no longer correct, or has changed without notice to us, and we attempt to determine your new name or address; then the Credit Union may, at its discretion: 1) charge a fee as set forth in the Schedule; and/or 2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.

26. Additional Terms of Agreement. To the extent not prohibited by applicable law, the terms, interpretation and enforcement of any claim or dispute arising under this Agreement, as well as all parties rights and duties, will be governed by North Carolina law regardless where you may reside or use your account. Further, this Agreement is the contract which governs all transactions on your Account even though sales, cash advances, credit or other slips may contain different terms. You may not transfer or assign your account or any card to any other person without the Credit Union's written permission. The Credit Union may assign or transfer this Account, your Account balance, or this Agreement to another person, who will have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives. **If any law or judicial ruling makes any part, provision, sentence or section of this Agreement unenforceable, the remainder will continue in full force and effect.** You agree that your account will also be subject to all rules and regulations of VISA U.S.A., Inc., as applicable. If there is any conflict between this Agreement and the rules and regulations of VISA U.S.A., Inc., the rules and regulations of VISA U.S.A., Inc., will control, as applicable.

Limitation of Lawsuits and Jury Waiver. You agree that any lawsuit based on a cause of action against us must be filed within one year from the date it arises, or you shall be barred from filing any lawsuit. This limitation includes tort, contract and all other causes of action for which you and we may lawfully contract to limit. Further, you knowingly waive the right to have any claim, counterclaims, choses in action and all other disputes tried to a jury.

27. Illegal Transactions. You warrant and agree that your account and any card(s) issued, and any other access device or any related account will not be used to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us) under applicable law, including but not limited to any transaction involving or relating to any gambling activity. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

28. Mandatory Arbitration of Disputes and Claims. Arbitration is a method of deciding disputes outside the court system. The parties agree and understand that they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This provision governs when and how any disputes you and we may have will be decided. Unless specifically prohibited by applicable law all disputes, claims, damages, choses in action, claims for injunctive relief or controversies arising from or relating in any way to the agreements, relationships, accounts, loans, or security agreements between you and us; the relationships which result or arise as a result of this Agreement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in or ancillary to any bankruptcy or other insolvency proceeding; or the validity of this clause (together referred to collectively as Agreement), shall be resolved by binding arbitration by a single arbitrator chosen with the mutual consent of the parties. The arbitrator must be an attorney with more than ten (10) year's experience or a retired judge. If for any reason the parties do not consent to an arbitrator within 30 days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association (AAA). This arbitration Agreement is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act (FAA) at 9 USC § 1, et seq., as amended from time to time. It is understood and agreed that your Credit Plan Agreement(s), your Accounts, all transactions on your Accounts, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the Arbitration Act for the State set forth in this Agreement, as amended from time to time, in which case all references to the FAA herein shall be to said State Act. If the State has no Arbitration Act, then the parties will be governed by the Rules of the American Arbitration Act in any matter not involving interstate commerce. The parties agree and understand that the arbitrator shall have all power provided by the law and this Agreement to make and enter findings of fact and determination of judgment based on the parties' Agreements and applicable law, including but not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms the Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the American Arbitration Association, and the Arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or applicable State Law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than \$100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All provisions of this Arbitration Agreement will apply to the panel. Judgment upon the award rendered may be entered in any court having jurisdiction. **WITH THE EXCEPTION FOR THE PARTIES AGREE AND UNDERSTAND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORD WITH THIS AGREEMENT.** Notwithstanding anything hereunto the contrary, the Credit Union retains an option to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the Agreements between the parties, to enforce all monetary obligations by you to the Credit Union so long as there is no dispute that is subject to mandatory arbitration, or to foreclose on any collateral securing your obligations to us by way of replevin, claim and delivery, or otherwise. The initiation and maintenance of an action for judicial relief in a court [on the foregoing terms] shall not constitute a waiver of the right of any party to compel arbitration regarding any other

dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in any action brought by the Credit Union pursuant to this provision. **Any arbitration proceeding will take place in the federal judicial circuit where you live. If you cannot afford to pay the fees charged by the Arbitrator or any panel for an appeal as provided herein, we will consider any reasonable written request by you for us to pay the fees of the Arbitrator or Arbitration Panel. We will pay any fees or costs specifically required by applicable law. However, each party must bear the expense of that party's own attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern. Any costs we pay in order for you to bring a proceeding hereunder are subject to being awarded to us upon a ruling or an award by the arbitrator that is favorable to the Credit Union. The AAA and other legal assistance services may be able to refer you to legal assistance from government or non-profit organizations that provide assistance to those who can show a financial need for such assistance.**

29. Returns and Adjustments. Merchants and others who honor your Card may give credit for returns or adjustments. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances.

30. Problems with a Purchase. The Credit Union will not be responsible for any problem you or any Cardholder has with any Purchase. If there is a problem or dispute with a merchant regarding a Purchase, you must still pay all amounts to us as required by this Agreement and settle the problem or dispute directly with the merchant. We will also not be responsible if any Card is not honored by a merchant at any time and for any other problem or dispute you or any Cardholder may have with the merchant.

31. Additional Charges for Transactions in a Foreign Currency and “Cross-Border” Transactions.

- a) **Currency Conversion Fee:** If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA, as applicable. The exchange rate VISA uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 2.8% will be applied to transactions that are converted from foreign currencies to U.S. dollars.
- b) **Cross-Border Transaction Fee:** In addition, VISA charges us a Cross-Border Assessment up to 2% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, “cross-border transaction” shall include both a) transactions initiated in a foreign country which are subsequently settled in the United States, and b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The fee(s) will be shown separately on your periodic billing statement(s).

32. Access to Account Information. You agree that all borrowers and authorized users will have access to information regarding transactions on your account, including but not limited to purchases and cash advances, account balances, account history, payments and other information relating to or arising with regard to this account or any transaction.

33. Credit Card Rewards and Cash Back Rules. We may offer rewards and/or cash back (herein rewards) programs from time to time. You agree to the terms and conditions of the rewards programs as amended from time to time.

34. VISA Account Updater (AU). AU 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 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 AU service or if you have any questions, please call 800.225.3967.

Terms and Conditions and Privacy Policy For Using Mobile Wallet Service

What is a Mobile Wallet Service? A Mobile Wallet Service (“Wallet”) allows you to add your Cards to an application using your Mobile Device. Your Card number is replaced with a digital number or token. Once added, you understand that you may use your Mobile Device to make payments only where the Wallet is accepted. Credit Union is not a provider of the Wallet and we are not responsible for any failure or inability to perform a transaction using the Wallet. We are only responsible for supplying information securely to the Wallet provider to allow usage of the Card in the Wallet.

1. Eligibility. Active Card accounts that are in good standing are eligible to be added to a Wallet. If your Card or any Credit Union account or loan owned by you becomes delinquent, is in a negative status or is otherwise considered to be not in good standing, as determined by Credit Union in its sole discretion, your Card may be removed by Credit Union from the Wallet.

2. Relationship to Other Agreements. You agree that when you add your Card to a Wallet service, your Card and account will remain subject to the terms and conditions of all existing agreements with Credit Union. You acknowledge that certain message and data rates may apply from your wireless service providers and/or wireless carriers which might impact your use of the Wallet. For example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with the Wallet, including downloading the software, receiving or sending text messages, or other use of your mobile device when using

the software or other products and services provided by the Wallet. You expressly agree that you are responsible for all such fees, limitations, and restrictions and that we may contact you via your mobile device for any purpose concerning your Credit Union accounts including account servicing and collection purposes.

3. Account Ownership/Accurate Information. You represent that you are the legal owner of the account and other financial information which may be accessed via the Wallet. You represent and agree that all information you provide in connection with the Wallet is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the Wallet. You agree not to misrepresent your identity or your account information.

4. Measures To Maintain Your Privacy And Security. Once you have added your Card to a Wallet service, you agree that we may share your information with the Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Card transactions, and to improve our ability to offer these services. We do not control the privacy and security of your information that may be held by the Wallet provider; we do not control the privacy and security of your information that may be governed by the privacy policy given to you by the Wallet provider. You agree not to leave your Mobile Device unattended while logged into the Wallet and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you believe that someone may have unauthorized access to your Mobile Device, you agree to immediately cancel your access to the Wallet associated with the Mobile Device. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules and regulations in connection with your Card.

5. Push Notifications. You may receive push notifications from us from time to time reflecting your Card account activity. If you do not wish to receive notifications, you may turn off these notifications through the device Settings on your Supported Device or by turning off the issuer notifications setting on the back of your Mobile Card. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Wallet. We may in some cases make individually identifying information available in the following circumstances: when ordered by a court or other legal body or when it is lawfully permitted or required; where we have agreed to provide information under contracts to vendors and partners to make products and services available to our members; or where the member has requested or consents to the disclosure of information. In those cases where we disclose information to outside vendors, we require that they use it for no purposes other than providing previously specified services to our members.

6. Lost, Stolen or Unauthorized Use of your wallet device. Call us immediately at the Credit Union telephone number printed on the back of your Card if you believe your Mobile Device or your credentials have been lost or stolen or someone has used or may use your Mobile Device or your credentials without your authorization. Also change your credentials immediately to avoid any unauthorized use of a Mobile Card or of your personal information. If you get a new Mobile Device, please be sure to delete all your Mobile Cards and other personal information from your prior Mobile Device. To update your personal information please go to www.marinefederalhb.org or call 800.225.3967. You must cooperate with us in any investigation and use any fraud prevention or other related measures we prescribe. Third parties offering Mobile Wallet services may contemplate certain security features and procedures to protect against unauthorized use of any of your Mobile Card(s). These features and procedures are between you and the applicable third party. You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Mobile Cards.

7. Protecting your Passwords and other Credentials. You are responsible for maintaining the confidentiality of your Credit Union user ID, User ID, Mobile Device passwords and passwords to applicable operating systems for your Mobile Device (such as Apple, Android, Windows, etc.) and other means you may from time to time have to access any of your Mobile Cards. You should keep your Mobile Device and these credentials secure in the same manner as you would keep your cash, checks, credit cards, and other personal identification numbers and passwords secure. Subject to the Agreements governing the use of the Card you use to create your Mobile Card, you are responsible for all transactions made using your Mobile Card. **You are solely responsible for maintaining the confidentiality of your User ID, passwords and any other means that you may from time to time have to access the application. If you share these credentials with any other person, they may be able to use your Mobile Card(s) and get access to your personal and payment information available through the Payment Services. Sharing of your credentials with another person shall create an authorized user until such time as you provide us notice in writing; and we have time to act upon such notice. Call us immediately at the Credit Union telephone number printed on the back of your Credit Union Card if you believe your supported device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without authorization. We caution you against sharing your credentials with any other person.**

8. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL CREDIT UNION, ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OF USE OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ANY CARD, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NOTHING IN THESE TERMS OF USE SHALL OPERATE SO AS TO EXCLUDE OR LIMIT OUR OR

OUR SUPPLIERS' LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

Federal law and the laws of certain States or other jurisdictions may not allow the exclusion or limitation of certain damages. If these laws apply, some or all of the above exclusions or limitations may not apply to you, and you may have rights in addition to those contained in these Terms of Use.

9. Governing Law. These Terms of Use, your use of any Mobile Card, and any claim, dispute or controversy arising from or relating to these Terms of Use or your use of any Mobile Card are governed by and construed in accordance with the laws of the State of North Carolina (without regard to its conflict of laws rules) and applicable federal law. The legality, enforceability, and interpretation of these Terms of Use and the amounts contracted for, charged, and received under these Terms of Use, if any, will be governed by such laws. These Terms of Use are entered into between you and us in North Carolina. Subject to the arbitration provision in the Membership Agreement, you expressly agree that exclusive jurisdiction for any claim or dispute with us or relating in any way to these Terms of Use or your use of any Mobile Card resides in the courts of Onslow County, North Carolina, and you further agree and expressly consent to the exercise of personal jurisdiction in such courts of North Carolina in connection with any such dispute including any claim involving us or our affiliates, subsidiaries, employees, contractors, officers, directors, agents and content providers.

10. Changes in These Terms and Conditions. Except as otherwise required by law, Credit Union may in its sole discretion change these terms, and modify or cancel the eligibility to use your Card with a Wallet service at any time, without notice. You cannot change these terms but you can terminate them by removing your Card(s) from the Wallet. Credit Union reserves the right to refuse any transaction for any reason.

11. Exclusion of Warranties; Limitation of Liability; Indemnification as to Mobile Wallet Services. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A MOBILE WALLET SERVICE IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WALLET IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND CREDIT UNION IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. CREDIT UNION MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF A WALLET.

Contact Information:

Card Services Dept.
Marine FCU
PO Box 1551
Jacksonville NC 28541-1551
910.577.7333 or 800.225.3967

To Report a Lost or Stolen Credit Card or Other Access Device after

Hours:
Call: 800.523.4175

To Close the Account (SEND WRITTEN NOTICE):

Card Services Dept.
Marine FCU
PO Box 1551
Jacksonville NC 28541-1551

Visa® Business Credit Card Disclosure



The information about costs of the card described in this disclosure is accurate as of **August 1, 2019**. Contact us at the address or phone number in this disclosure to find out what may have changed since this date.

Interest Rates And Interest Charges

ANNUAL PERCENTAGE RATE (APR) For Purchases	Prime + 4% to 18%
APR For Balance Transfers	Prime + 4% to 18%
APR For Cash Advances	Prime + 6% to 18%

Rates shown are variable and subject to change. Your rate may vary based on individual creditworthiness and our underwriting standards. This APR will vary with the market based on U.S. Prime Rate. Rates are capped at 18%.

Penalty APR and When It Applies	<p>18.00% may be applied to your account if you:</p> <ol style="list-style-type: none"> (1) Make a late payment (2) Go over your credit limit (3) Make a payment that is returned; or (4) Do any of the above on another account you have with us <p>How long will the Penalty APR apply? If your APRs increase for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due.</p> <p>If you receive a penalty rate and you have a Visa Platinum Rewards or Cash Back, you will no longer be eligible for Rewards or Cash Back benefits.</p>																
Paying Interest	Your due date is at least 25 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. We will begin charging interest on cash advances and balance transfers on the transaction date.																
Minimum Payment	The minimum payment is the greater of 2% of the total new balance, or \$35, or the total new balance if less than \$35. If the balance exceeds the limit, the minimum payment is \$35 plus the amount over the limit or 2% of the balance, plus the amount over the limit.																
Credit Card Tips From The Consumer Financial Protection	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://consumerfinance.gov/learnmore .																
Fees																	
Set Up/Maintenance Fee	There is no set up or maintenance fee on your account.																
Transaction Fees	<table border="0"> <tr> <td>Balance Transfer:</td> <td>3% or \$10 whichever is greater</td> <td>Foreign Transaction:</td> <td>Up to 2.80%</td> </tr> <tr> <td>Cash Advance:</td> <td>3% or \$10 whichever is greater</td> <td>Credit Card Recovery:</td> <td>\$75</td> </tr> <tr> <td>Visa Receipt Copy:</td> <td>\$2 plus research costs</td> <td>Research:</td> <td>\$10 per hour</td> </tr> <tr> <td>Billing Statement Copy:</td> <td>\$5</td> <td>Annual Fee:</td> <td>\$49</td> </tr> </table>	Balance Transfer:	3% or \$10 whichever is greater	Foreign Transaction:	Up to 2.80%	Cash Advance:	3% or \$10 whichever is greater	Credit Card Recovery:	\$75	Visa Receipt Copy:	\$2 plus research costs	Research:	\$10 per hour	Billing Statement Copy:	\$5	Annual Fee:	\$49
Balance Transfer:	3% or \$10 whichever is greater	Foreign Transaction:	Up to 2.80%														
Cash Advance:	3% or \$10 whichever is greater	Credit Card Recovery:	\$75														
Visa Receipt Copy:	\$2 plus research costs	Research:	\$10 per hour														
Billing Statement Copy:	\$5	Annual Fee:	\$49														
Penalty Fees	Late Payment Fee: \$27* on the 1 st occurrence or \$35* for each additional occurrence if the payment is not made by the due date. Returned Payment Fee: \$25* on each occurrence.																

**Or less as restricted by law. The fee amount will not exceed the amount of your minimum payment.*

How we will calculate your balance: Average Daily Balance method is figured by adding the outstanding balance (including new purchases, and deducting payments and credits) for each day in the billing cycle and dividing the total of each day by the number of days in the billing cycle.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Security for Advances and Purchases: The Credit Union will acquire a security interest in the property purchased with your Credit Card; and collateral securing other loans with us may also secure this account. Also, you are giving us a security interest in your shares and other deposits in the Credit Union.