



UNCLE CREDIT UNION BUSINESS PLATINUM MASTERCARD® CREDIT CARD AGREEMENT

If your UNCLE Credit Union Business Platinum MasterCard® Application (“Application”) is approved, you agree the following terms and conditions will apply to the Business Platinum MasterCard Account (“Account”) established for your business. In this document, “we” and “us” refer to UNCLE Credit Union. “You” and “your” refer to the business identified on the Application for which UNCLE Credit Union has established an Account, regardless of the type of business entity. “You” and “your” may also refer to either Personal Guarantor(s) of the business’s obligation to repay amounts borrowed using the Account or to Cardholders if the context so indicates. “Cardholder” refers to any natural person to whom we issue a Credit Card consistent with the instructions on the Application or subsequent written instructions from your Account Administrator. “Card” refers to any Credit Card issued on the Account. “Agreement” means this Business Platinum Credit Card Agreement as amended from time to time upon legally required notice.

1. **Information About the Account.** We will provide information about the Account to any person identified as a Cardholder or Personal Guarantor on the Application and to any person identified to us in writing as your business’s Account Administrator, as having Management Authority of your business, or as being Beneficial Owner of your business. Your Account Administrator is responsible for notifying us in writing of any additions to or terminations of any Cardholder, person having Management Authority, or Beneficial Owner. You are responsible for providing us with an updated resolution if you wish to change your Account Administrator.
2. **Responsibility for Payment.** The following individuals agree that you are responsible for repaying, and you promise to pay, all sums borrowed on the Account plus accrued interest, fees, and costs consistent with this Agreement.
 - a. If your business is a sole proprietorship, you; or
 - b. If your business is other than a sole proprietorship, the business and any person identified as a Personal Guarantor on the Application.
 - c. Any Cardholder who is not identified to us in writing as a sole proprietor or a Personal Guarantor is not responsible for repayment.
3. **Permitted Use of the Account.** You agree to use the Account for business purposes only and not for personal, family, or household purposes. You agree not to use the Account for any unlawful transactions, including but not limited to illegal online gambling. You agree not to use the Account for any purpose prohibited by the UNCLE Credit Union Business Membership Agreement, such as to conduct money service transactions or purchase cryptocurrency. You agree not to use the Account to pay any obligation owed to UNCLE Credit Union.
4. **Credit Limit.** We will establish a credit limit for your business and notify you of the credit limit in writing. Unless otherwise agreed in writing by us, each Card issued to a Cardholder consistent with your written instructions will have access to the full credit limit available to your business. We may, at our option, establish different credit limits for balance transfers, overdraft protection advances, and purchases. We may, based on our review of your Account or upon your application, increase or decrease your credit limit and will notify you in writing if we do so. If we offer the service, you may ask us to change the credit limit available on a Cardholder’s Card. Notice of credit limit changes may be limited to showing the revised credit limit on the monthly billing statement we send you.
5. **Using the Account.**
 - a. Cardholders and persons to whom Cardholders give permission to use their Cards can use the Account by presenting either the Card or the Card Number (in some cases along with the expiration date and/or three-digit CVV code) to make purchases in person, over the phone, over the internet, or by other means that become available in the future, from participating MasterCard® merchants.
 - b. Cardholders can also submit written requests to us to transfer balances owed to other creditors of the business up to the available credit limit. We reserve the right to verify the identity and authority of the Cardholder prior to completing a balance transfer.
 - c. If a Cardholder inputs Account information into a computer or digital wallet service on a mobile device such as ApplePay® or GooglePay®, transactions initiated using the computer or digital wallet service will be considered to have been made with the Account. You confirm your understanding that we have

no control over computers, mobile devices or digital wallet services into which Cardholders input account information. You and your Cardholders are solely responsible for any charges assessed by providers of internet services or devices into which Account information is loaded or by merchants or other parties who accept payments via these means. We have no control over and will have no liability related to any information or the security thereof if such information is transmitted as a result of your use of internet-based services or devices to use your Account.

- d. You can instruct us in writing to link the Account to your Business Checking Account as an overdraft protection source. In that case, any overdraft protection advances will be made to cover any checking account debit transaction that would otherwise cause a negative checking account balance, in an amount sufficient to cover the amount of the overdraft plus any published overdraft credit advance fee. Refer to your Business Checking Account Agreement for additional information about overdrafts.
6. Our Right to Decline Account Transactions. We have the right to decline to authorize an Account transaction if we reasonably believe it to be illegal or prohibited by this Agreement or your Business Membership Agreement with us, if it will cause you to exceed your approved credit limit, or if, based on our review or an alert provided by our fraud detection system, we reasonably believe the transaction is not properly authorized. We will have no liability to you or any third party due to our good faith decision to decline to authorize an Account Transaction. We may attempt to reach you to verify authorization for a transaction we believe to be suspicious or inconsistent with your usual Account use patterns, but we will have no liability to you or any third party if we either do not attempt to reach you or attempt and fail to reach you to verify authorization. If you anticipate travel or an unusual purchase by a Cardholder, please contact us in advance to minimize the risk that the transaction will be declined.
 7. Transactions that Exceed the Credit Limit. We will have no liability to you for allowing you to exceed your credit limit or for allowing a Cardholder to exceed any credit limit we have agreed to apply to that Cardholder's Card, or for any fees or interest that are assessed as a result of transactions that exceed the assigned credit limit.
 8. Interest. The annual interest rate applicable to the Account will be variable. The variable interest rate applicable to your Account can change monthly on the first calendar day of each month. The variable interest rate will be calculated by adding the margin assigned to your Account to the highest commercial prime rate published in the *Wall Street Journal*, Western Edition, on the last business day of the month prior to the rate adjustment. The margin assigned to your Account is disclosed to you in the document that discloses the initial credit limit assigned to your Account. We can change the margin assigned to your Account by giving you notice required by law. Reasons we can adjust your assigned margin include but are not limited to your failure to make required payments or changes in our assessment of your creditworthiness or ability to pay. Changes in your interest rate will be reflected in your monthly billing statements.
 - a. A 25-day grace period applies to purchases, balance transfers, and overdraft advances. If you have paid your entire previous month's outstanding balance in full on or before the due date, you will have 25 days to pay the current billing cycle's purchase balance in full without interest. If, however, there is any balance outstanding on your Account as of the end of the previous month's billing cycle, interest will accrue on purchases from the date they post to the date they are paid in full.
 - b. For each billing cycle, interest is calculated by multiplying the average daily balance of purchases and the average daily balance of cash advances by the monthly periodic interest rate and adding those two products together. The monthly periodic interest rate is 1/12 of the annual interest rate. The average daily balance of purchases is calculated by adding the purchase balances for each day of the billing cycle (determined by adding the previous day's purchase balance to the current day's purchases then subtracting any payments or other credits that post on the current day) together then dividing by the number of days in the billing cycle. The same method is used to calculate the average daily balance of cash advances.
 9. Fees. The following fees apply to this Account and will be added to the principal outstanding balance on the Account when assessed and accrue interest at the rate called for by this Agreement until paid in full.
 - a. Late Payment: \$40 per billing cycle
 - b. Overdraft Transfer/Balance Transfer: 3% of transaction amount, \$ 10 minimum
 - c. Foreign Transaction Fee: See section 12 below.We can waive a fee on one occasion for any reason or no reason without waiving our right to assess the fee in the future.

10. Other Costs.

- a. **Collection Costs.** If you do not pay as agreed, you agree to pay any reasonable costs we incur attempting to collect what you owe. If we take legal action to collect what you owe, whether a collection lawsuit, a proceeding to protect our interests if you become a bankruptcy debtor, an action to collect a judgment we have obtained against you, or any other legal proceeding, you agree to pay our reasonable attorney's fees and court costs or arbitration costs in addition to any other remedy the court or arbitrator finds proper. Collection costs, if incurred, will be added to your principal Account balance and accrue interest at the rate called for by this Agreement until paid in full
 - b. **Special Services.** If we provide special services, such as sending a replacement Card by overnight delivery, you agree to pay (i) any actual cost assessed by a third party such as an overnight delivery service fee, plus (ii) our standard fee for the service as set forth on the UNCLE Credit Union Business Fee Schedule.
11. **Monthly Statements.** We will issue a single monthly statement that shows all transactions on your Account, including purchases, cash advances, fees, payments, merchant credits, interest assessed, and other activity. If you have more than one Cardholder, purchases and cash advances will be grouped by Cardholder.
12. **Foreign Transactions.**
 - a. Transactions initiated in foreign currencies will be converted to U.S. Dollars before posting to your Account. MasterCard International will convert the transaction using its procedure in effect when the transaction is processed, at either (a) a wholesale rate, which may vary from the rate MasterCard International itself receives, or (b) a government-mandated rate for the applicable currency as determined by MasterCard International. This rate may differ from the rate in effect when the transaction occurred or when the transaction posted to your account. In addition, we will charge an International Service Assessment equal to 2% of the transaction amount for transactions initiated in foreign currencies.
 - b. Transactions initiated in US Dollars in foreign countries will be posted to your Account in U.S. Dollars. We will charge an International Service Assessment equal 2% of the transaction amount for transactions initiated outside the U.S. (other than on U.S. military bases, embassies and consular facilities) in U.S. dollars.
 - c. When you purchase goods or services remotely, the location in which the merchant processes the transaction, not your physical location when you initiate the transaction, determines whether an International Service Assessment will be charged.
13. **Payments.** You agree to make all Account payments at the address we designate in U.S. dollars using payment instruments drawn on U.S. financial institutions. Your required minimum payment will equal % of the outstanding principal balance of purchases, balance transfers, and overdraft advances, plus interest and fees charged during the billing cycle, and will be shown on your billing statement. Payments are posted on the business day received by us if received before 5:00 p.m. on a business day. Otherwise the payment is considered received and posted the next business day. You can make your payment by mail to the address shown on your billing statement, in person at any UNCLE CU branch during business hours, or by telephone using the telephone payment service number shown on your billing statement. If you use another financial institution's online bill payment system or other third-party payment mechanism, you are responsible for timing your Account payments to arrive on time. We will not be responsible for costs associated with late payment, such as late fees or accrued interest, unless the charge results from our failure to accurately post your timely payment. We can apply payments in any order we choose consistent with applicable law. We can accept payments bearing restrictive legends such as "payment in full" without waiving our rights unless the restriction legend accurately reflects the status of your Account in our records.
14. **Liability for Unauthorized Card Transactions.** Except to the extent mandated by Consumer Financial Protection Bureau Regulation Z and/or MasterCard operating rules, you are responsible for all transactions initiated using your Account, whether or not authorized by you or a Cardholder. If we issue 10 or fewer Cards on your Account and MasterCard operating rules do not otherwise limit your liability for unauthorized use, your liability for unauthorized Card use is generally limited to \$50. Cardholders are generally not liable for unauthorized Account activity, unless the Cardholder is a sole proprietor or Personal Guarantor of the Account.

All transactions initiated by a Cardholder or by any person to whom a Cardholder has given permission to use their Card or the Account are considered authorized, regardless of whether the user stayed within the limits of permission given. We are not responsible for agreements you or your Cardholders make with third parties limiting their use of Cards or the Account. You are responsible for instructing your Cardholders to keep their Cards, Account numbers, and any computers or other devices linked to the Account secure. You agree to notify

us immediately if you become aware of any actual or potential unauthorized access to your Card, Account information or a device on which your Account information is stored or through which your Account information may be accessed.

You agree to notify us immediately if you wish to restrict or terminate a Cardholder's ability to make Account transactions, whether via Card, computer, mobile device, or otherwise. Your failure to do so may result in unauthorized transactions for which you will be responsible.

15. Default. You will be in default under this Agreement if
- a. you fail to make required payments on time;
 - b. you or any Cardholder or person authorized by a Cardholder use or attempt to use the Account for any unlawful transaction or any transaction prohibited by this Agreement or your UNCLE Credit Union Business Membership Agreement;
 - c. you or any Personal Guarantor die or become the subject of an insolvency proceeding and you fail to provide a substitute Personal Guarantor satisfactory to us;
 - d. you fail to provide current financial or business information to us upon our request;
 - e. your business becomes subject to material reorganization and you fail to provide us with updated information and meet our then-current underwriting requirements; or
 - f. you or any Personal Guarantor of your Account materially default on any other material obligation under this Agreement or the agreement(s) governing any other obligation you have to UNCLE Credit Union.

If you default, we can, at our option, close your Account and declare your entire Account balance immediately due and payable in full. We can forfeit any rewards accumulated under any rewards program we have previously offered on this Account and terminate your enrollment in such rewards program. We can exercise lesser remedies such as reducing your credit limit, increasing fees, canceling or limiting a Cardholder's borrowing privileges, or increasing the interest rate applicable to the Account. We can delay exercising our rights without waiving them. You waive any rights to presentment or notice of dishonor.

16. Consent to Offset. If you fail to make required payments on this Account when due or we declare your Account in default, you, including any Personal Guarantor of the payment obligations on this Account, give your consent to our immediately transferring funds from any UNCLE Credit Union share account in which you have a present ownership interest to recover all or part of the delinquent payment (or the full outstanding balance if we declare your Account immediately due and payable in full) without advance notice and without waiving our other collection rights. This consent does not apply to any funds or share accounts to the extent prohibited by applicable law or the governing share account agreement. We can delay exercising our rights under this consent without waiving them.
17. Billing Errors. Notify us immediately if your bill shows an unauthorized transaction or other error. If you do not notify us within 30 days after we sent you the billing statement on which the error appeared, we will not be responsible for correcting the error.
18. Telephone Contact Consent. If you or any Personal Guarantor of your Account obligations, your Account Administrator, a person with Management Authority over your business, or Beneficial Owner of your business, gives a telephone number to us, you agree that we can contact you at that telephone number by live representative or automated dialing system, and leave messages at that telephone number including live recorded messages, pre-recorded messages, or text messages, for any lawful purpose related to your Account including but not limited to collecting amounts owed to us. For purposes of this consent, "we" and "us" include any third parties acting on our behalf such as fraud detection services or debt collectors. Although you can revoke this consent as to specific telephone numbers by notifying us by any means that reasonably communicates your revocation to us, you (including any Personal Guarantor) agree that at all times you have Accounts with or balances owed to us, you will provide us with at least one valid telephone number where you can be reached during business hours, and your failure to do so will be a material breach of this Agreement. You warrant that you are the subscriber of, or have all necessary permission to authorize us to contact you at, any telephone number you provide to us. You agree to defend, indemnify and hold us harmless from any claims to which we become subject as a result of communicating or attempting to communicate with you at any telephone number you have provided to us, unless you have confirmed in writing our receipt of your revocation of permission to contact you at that telephone number.
19. Account Review. You agree that we can at any time review your credit history and obtain the credit history of any Personal Guarantor of your Account from any consumer reporting agency of our choice. We may take

actions on your Account based on our review, such as increasing or reducing your credit limit, adjusting the margin applicable to your Account, changing fees applicable to your Account, or closing your Account. We will give you legally required notice of any adverse action we take on your Account.

20. Changes in Terms. We can change the terms of this Account by giving you any legally required advance notice. Your continued use of the Account will constitute your consent to the change. Changes to your Account may be communicated to you on your monthly billing statements or any other means by which you have agreed to receive notice from us or which are legally sufficient to communicate with you.
21. Closing Your Account. You or we can close your Account for any lawful reason by providing any notice required by law. You must give us written notice to close your Account. Closing of your Account by you or us will not relieve you of any obligations incurred prior to Account closing.
22. Governing Law. The laws of the State of California and any applicable federal law will govern this Agreement.
23. Arbitration of Disputes; Exceptions.
 - a. You and we agree to submit any and all legal claims arising out of this Agreement to binding nonjudicial arbitration on an individual basis before an Arbitration Provider. Unless you and we agree otherwise, the Arbitration Provider shall be JAMS (Judicial Arbitration and Mediation Services) in its office in Livermore, Alameda County, California. Unless you and we agree otherwise, upon submission of the claim(s) to arbitration, the Arbitration Provider shall appoint a single arbitrator knowledgeable in the subject area(s) of the dispute(s). The costs of initiating arbitration shall be borne equally by you and us. Unless unreasonable given the nature of the claim(s) or conduct of the parties, the arbitrator shall strive to resolve the claim(s) within six months of submission. Each party may be represented by counsel. The arbitrator may order reasonable discovery. The arbitrator shall issue a written statement of decision setting forth the arbitrator's findings of facts and legal conclusions. The arbitrator may determine a prevailing party and award the prevailing party reasonable attorney's fees, arbitration costs, and costs associated with discovery, expert witness testimony, and the like. Absent clear abuse of discretion, the arbitrator's award shall be final, binding, and not subject to appeal, and may be entered as a judgment in any court of competent jurisdiction.
 - b. We will initiate any collection action under this Agreement in a court of competent jurisdiction, but you have the right to require us to arbitrate collection actions if you so choose.
 - c. Neither party will initiate or be required to submit to arbitration as to any claim subject to the jurisdiction of the Small Claims Court.
 - d. You and we each have the right to initiate actions for injunctive relief in a court of competent jurisdiction.
 - e. We may exercise any self-help remedy available to us at law or in equity without resort to arbitration.
24. How to Contact Us. To dispute billing errors, report lost or stolen Cards or Account numbers or access devices, or otherwise reach us regarding your Account:
 - a. To report lost or stolen Cards, Account numbers or access devices 24/7, call toll-free 800-348-6253.
 - b. For billing errors, write to us at 2100 Las Positas Court, Livermore CA 94551
 - c. For other inquiries, write to us at 2100 Las Positas Court, Livermore CA 94551 or call us at 800-348-6253