

# VISA<sup>®</sup> BUSINESS CREDIT CARD AGREEMENT AND DISCLOSURE

Prime + 7.00%

**Terms.** In this Agreement, the following definitions will apply throughout. The word "cardholder" means the Business who applied for the Account, the person(s) to whom we issue the Card(s), the person who uses the Account and any joint applicant or guarantor all of whom are bound by all the terms and conditions of the Agreement. The word "Card" means one or more Cards that we have issued with your Account number. The words "we", "us" and "our" mean Nusenda Federal Credit Union, Albuquerque, New Mexico, its successors and assigns. This Agreement is binding on each Cardholder or borrower obtaining credit with the Card, jointly and severally.

**Agreement and Promise to Pay.** Here is your current agreement governing the use of your Nusenda Federal Credit Union Credit Card ("Card") Account ("Account"). The first time that you or someone you authorize uses, accepts or signs the Card(s), it will mean that you have accepted and agreed to this Agreement and you promise to pay us the total amount of any purchases and advances together with any Finance Charges, fees, other charges and collection costs. If this is a Joint Account, each of you separately and all of you jointly will be liable for all amounts owing on the Account and will be responsible for complying with this Agreement, even if the Account is only used by one of you. Further, if this is a Joint Account, each of you agrees that we may mail statements and notices regarding the Account to the single address shown on our records as the address for statements and notices regarding the Account ("the Account Address").

**Use of Account.** Your line of credit and Card information will be disclosed to you when you receive your Card. As long as you are not in default, the full amount of your credit line is available to buy or lease goods or services wherever the Card is honored. In most cases, you will be asked to present your Card and sign a sales slip or to give your Personal Identification Number. Your cash advance limit is available for cash advances at a financial institution or at any automated teller machine that accepts the Card. The total amount charged on your Account, including purchases, cash advances, Finance Charges, fees or other charges must always remain below your credit limit. Should your balance exceed your established credit line, you agree to pay an Over Limit Fee of \$30.00 for each statement period in which your new balance exceeds your credit limit.

Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are lawful in all jurisdictions in which you may be located.

**Additional Cards.** You may request in writing additional Cards for authorized users provided that those persons sign an authorized user form. However, if you do, you are liable for all charges made by those persons. You must notify us in writing to revoke permission for any person you previously authorized to use your Account. If you tell us to revoke another person's use of your Account, we may close the Account and issue a new Card or Cards with a different Account number. You are responsible for the use of each Card issued on your Account according to the terms of this Agreement.

**Balance Transfers and Promotions.** We may from time to time offer special rates on balance transfers and balances created through other promotional programs. If you transfer a balance from another creditor's Account through a balance transfer promotion, the transferred balance will be

subject to the terms of the applicable balance transfer offer. Balance transfers may be treated as cash advance transactions. With each balance transfer and other promotional programs, the terms, including the **ANNUAL PERCENTAGE RATE** and the corresponding monthly periodic rate used in determining your FINANCE CHARGE and the effective dates, will be detailed in the offer.

**Statements.** Each month in which your Account has a balance you will receive a statement showing the balance due. Your statement will show the minimum amount you must pay and the date by which we must receive your payment. The due date will be 25 days after the statement date. The statement also shows your current credit limit and an itemized list of current charges, cash advances, payments and credits, an itemized summary of the purchase balance, the cash advance balance, Finance Charges on each, and other important information.

## FINANCE CHARGES:

**Annual Percentage Rate for Purchase Transactions.** The Annual Percentage Rate ("APR") may change every quarter. The index we use is the Prime Rate as published in The Wall Street Journal on the 5th day of the month preceding the change date ("Index"). If the 5th day falls on a Saturday, Sunday or holiday, we use the Prime Rate published on the next business day. To determine the **ANNUAL PERCENTAGE RATE** for purchase transactions, we add a "Margin" of **7.00%** to the Index. This gives us the new purchase transaction APR. If the calculation of the variable **ANNUAL PERCENTAGE RATE** is less than **10.0%** we will use **10.0%** as the **ANNUAL PERCENTAGE RATE**. There is no limit on the amount the APR may increase at any one time. The **ANNUAL PERCENTAGE RATE** will not exceed the maximum rate of **18.0%**. The monthly periodic rate of **FINANCE CHARGES** is **1/12th of the ANNUAL PERCENTAGE RATE**.

The **ANNUAL PERCENTAGE RATE** for purchases will be changed once every calendar quarter on these dates: January 1, April 1, July 1 and October 1 ("Change Date"). An increase in the Prime Rate may increase both the number of minimum monthly payments required to repay the account balance and the amount of each minimum monthly payment. The Prime Rate as of **October 3, 2022** was **6.25%**, which results in an **ANNUAL PERCENTAGE RATE** of **13.25%** for purchase transactions and a monthly periodic of **FINANCE CHARGE** of **1.04%**.

**Finance Charges on Purchases.** We will calculate the Finance Charge on your Account for purchase transactions, if you did not pay the total New Balance listed on the last billing statement in full by the payment due date. When you do not pay the New Balance in full, Finance Charges on purchases begin to accrue on the date the purchase is posted to your Account, as follows: To figure the Finance Charge for a billing cycle, we will apply a monthly periodic rate of Finance Charge, to the average daily balance of your purchase transactions, including current transactions, for the billing cycle. The average daily balance is computed as follows: First, we take your balance for purchase transactions at the beginning of each day, excluding unpaid Finance Charges, Insurance Premiums, and Other Fees. Then we add any new purchase transactions for that day and subtract any credits or payments. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance. If there is a **FINANCE CHARGE** due which is less than **\$1.00**, you will be charged a minimum **FINANCE CHARGE** of **\$1.00**.

## VISA® BUSINESS CREDIT CARD AGREEMENT AND DISCLOSURE (Cont.) 2

**Annual Percentage Rate for Cash Advances.** The **ANNUAL PERCENTAGE RATE** ("APR") may change every quarter. The index we use is the Prime Rate as published in The Wall Street Journal on the 5th day of the month preceding the change dates ("Index"). If the 5th day falls on a Saturday, Sunday or holiday, we use the Prime Rate published on the next business day. To determine the **ANNUAL PERCENTAGE RATE** for cash advance transactions, we add a "Margin" of 7.00% to the Index. This gives us the new cash advance transaction APR. If the calculation of the variable **ANNUAL PERCENTAGE RATE** is less than **10.0%** we will use **10.0%** as the **ANNUAL PERCENTAGE RATE**. There is no limit on the amount the APR may increase at any one time. The **ANNUAL PERCENTAGE RATE** will not exceed the maximum rate of **18%**. The monthly periodic rate of **FINANCE CHARGE** is **1/12th of the ANNUAL PERCENTAGE RATE**.

The **ANNUAL PERCENTAGE RATE** for cash advances will be changed once every calendar quarter on these dates: January 1, April 1, July 1 and October 1 ("Change Date"). An increase in the Prime Rate may increase both the number of minimum monthly payments required to repay the Account balance and the amount of each minimum monthly payment. The Prime Rate as of October 3, 2022 was 6.25%, which results in an **ANNUAL PERCENTAGE RATE** of 13.25% for cash advance transactions and a monthly periodic rate of **FINANCE CHARGE** of **1.04%**.

**Finance Charges on Cash Advances.** We will charge a Finance Charge on cash advances from the day you take them until the day we receive payment in full as follows: To figure the Finance Charge for a billing cycle, we will apply a monthly periodic rate of Finance Charge to the average daily balance of your cash advance transactions, including current transactions, for the billing cycle. The average daily balance is computed as follows: First, we take your balance for cash advance transactions at the beginning of each day, excluding unpaid Finance Charges, Insurance Premiums, and Other Fees. Then we add any new cash advance transactions for that day, and subtract any credits or payments. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance. If there is a **FINANCE CHARGE** due which is less than \$1.00, you will be charged a minimum **FINANCE CHARGE** of **\$1.00**. For each cash advance you obtain, you agree to pay a **FINANCE CHARGE** in the form of a cash advance transaction fee equal to **1%** of the cash advance, not less than **\$2.00**, but not more than **\$20.00**.

**Effect of Change in the Annual Percentage Rate.** Any change in the APR will take effect on the first day of the first billing period beginning after the Change Date.

**Payment Default.** We may impose a higher monthly periodic rate and corresponding Annual Percentage Rate for purchases and cash advances on our Account in the event that you either: (i) make three late payments to us within any twelve (12) consecutive billing cycles; or (ii) you fail to make a required payment within 30 days of its payment due date. This higher rate is called the "Default Rate" and it will be applied to your outstanding unpaid indebtedness for purchase and cash advance transactions and all future purchase and cash advance transactions. The Default Rate, when triggered on your Account, will take effect on the first day of the next billing cycle.

The **ANNUAL PERCENTAGE RATE** will not exceed the maximum rate of 18%. The monthly periodic rate of **FINANCE CHARGE** is **1/12th of the ANNUAL PERCENTAGE RATE**. The Default Rate will remain in effect for 6 consecutive billing cycles after the billing cycle in which the entire past due balance is due.

The **ANNUAL PERCENTAGE RATE** for the Default Rate is 18%. An **ANNUAL PERCENTAGE RATE** of **18.00%** for the Default Rate and a monthly periodic rate of **FINANCE CHARGE** of **1.50%**.

### OTHER FEES:

A. Late Fee - Should you fail to make your minimum payment within 5 days of the payment due date, you agree to pay a Late Payment fee of up to \$27.00. You agree that we may change this Late Payment Fee.

B. Returned Check Fee - If you make payments using personal checks, and your financial institution refuses to pay the check and returns it to us, you agree to pay a Return Check Fee of up to **\$26.00**.

C. Cash Advance Fee - We will assess a **FINANCE CHARGE** in the form of a cash advance transaction fee equal to **1%** of the cash advance, not less than **\$2.00**, but not more than **\$20.00**.

D. Over Limit Fee - Should your balance exceed your established credit line, you agree to pay an Over Limit Fee of \$30.00 for each statement period in which your new balance exceeds your credit limit.

E. Copy Charges - A \$2.00 fee will be assessed for each additional copy you request of a monthly billing statement. A \$4.00 charge will be assessed for each copy you request of a charge slip.

F. Inactivity Fee - A \$20.00 fee will be assessed if card is not used 4 times a year.

**Minimum Monthly Payment.** You agree to pay a minimum monthly payment equal to: (1) the greater of \$20.00 or 2% of the new balance (rounded to whole dollars), plus the past due amount of any prior minimum monthly payments; plus (2) the full amount by which the Account balance exceeds your credit line. If the total amount owed is less than \$20.00, the minimum monthly payment will equal the entire new balance shown on the monthly statement. You may pay any amount in excess of your minimum monthly payment and you may pay your Account in full. Should you fail to make your minimum payment, within 5 days of the payment due date, you agree to pay a Late Payment fee of \$30.00. You agree that we may change this Late Payment Fee.

**Additional Payment Terms.** All payments must be made in U.S. dollars and delivered to us at any one of our branch offices or to the address shown on the monthly statement. If we receive your payment before 5:00 p.m. (Mountain Standard Time) on a business day, at the address shown on the front of your monthly statement or at any of our branch offices, we will credit your payment as of the date of receipt. All other payments will be credited to your Account on the next business day following receipt. We may accept late or partial payments as well as payments marked "PAID IN FULL" or other restrictive endorsements, without losing any of our rights under this agreement and without such payments constituting full accord and satisfaction of the debt. If you make payments using checks, and your financial institution refuses to pay the check and returns it to us, you agree to pay a Return Check Fee of \$20.00. If your loan Account balance is less than the minimum payment amount you must pay the entire balance. You may repay all or part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic minimum payment. Your minimum monthly payment will be allocated to your account in accordance with all applicable laws and regulations.

**Personal Identification Number.** We will issue you a Personal Identification Number ("PIN"), to be used with your Card. You agree not to write this PIN on your Card, and not to carry your PIN with you at the same time as you carry your Card. We will treat any charge made by you using your Card and PIN as having been authorized by you. If you keep your PIN with the Card, we can refuse to reissue your Card.

**Change of Terms.** We can change the terms of this Agreement, including all fees, other charges and Annual Percentage Rate, at any time. However, if the change will cause a fee or minimum payment to increase, we will mail you written notice at least 15 days before the change becomes effective. If you do not agree to the change, you must notify us in writing within 25 days after the effective date of the change and pay us the balance, either at once or under the terms of the unchanged Agreement. Otherwise, the change in the notice is binding on you. Use of the Card after the effective date of the change shall be deemed acceptance of the new terms, even if the 25 days has not expired.

**Events of Default.** You are in default if you fail to pay the minimum payment listed on each billing statement on time, file for bankruptcy, exceed your credit limit without our permission, or default on this or any other Nusenda Federal Credit Union loan or agreement you have with us. If you are in default, we may close your Account and demand immediate payment of the full balance. No notice is required. We may also declare the whole balance due if you die, if you make false or misleading statements on your application, or if other creditors attach or garnish your property. If you have given us a security interest in a share Account, share draft Account, or certificate of deposit, we may use the deposit amount to pay any amount you owe us.

**Collection Costs.** If we have to refer collection of your Account to a lawyer, to the extent permitted by law you will have to pay our attorney's fee plus court costs and any other fees.

**Information Reporting.** We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. A negative credit report may significantly harm your ability to obtain credit from other sources. We may also obtain follow-up credit reports on you (for example, when we review your Account for a credit line increase). We may exchange information about you or your Account with our affiliates, and, to the extent permitted by law, with other third parties. However, if you prefer that we not share such information with our affiliate companies, just call us at (505) 889-7755 or outside the Albuquerque area, 1-800-347-2838. You may also write to us at Nusenda Federal Credit Union, P.O. Box 8530, Albuquerque, New Mexico 87198.

**Closing Your Account.** You may close your Account at any time by **notifying us in writing**. However, you remain responsible to pay the balance according to the terms of this Agreement. We may close your Account or suspend your Account privileges at any time without prior notice. We may also reissue a different Card, Account number, or different checks at any time. You must return the Card or the checks to us upon request.

**Lost or Stolen Cards.** If any Card, Account Number or PIN is lost or stolen, or if you think someone used or may use them without your permission, notify us at once by calling the telephone number shown on the billing statement or by calling 1-800-325-3678. We may require you to provide certain information in writing to help us find out what happened. Do not use the Card after we've been notified, even if it is found or returned. You will not be liable for any unauthorized purchases or cash advances made after we've been notified of the loss or the theft; however, you must identify for us the charges on the billing statement that were not made by you or someone authorized by you, and from which you received no benefit.

**Credit Authorizations.** We are not responsible if we do not approve a purchase or cash advance on your Account, or if a third party refuses to accept or honor the Card, even if you have sufficient credit available. We may limit the number of purchases or cash advances which may be approved in one day. If we detect unusual or suspicious activity on your Account, we may temporarily suspend your credit privileges

until we can verify the activity. We may approve purchases or cash advances that cause the balance to exceed your credit line without waiving any of our rights under the Agreement.

**Waiver.** Our failure to exercise, or our delay in exercising any of our rights under this Agreement for any reason does not mean that we will be unable to exercise these rights later.

**Assignment.** You may not sell or transfer your Account or any rights or obligations hereunder without our prior written consent. We may sell, assign or transfer your Account and any amounts owed by you to another creditor at any time without prior notice unless otherwise required by law. If we do, this Agreement shall remain in effect.

**Applicable Law.** Federal and New Mexico state law shall govern the terms and enforcement of this Agreement, where the Credit Union is located. Invalidity of any part of this Agreement does not affect the remaining parts. Venue and Jurisdiction for any litigation regarding the card or this agreement shall be exclusively in courts located in Bernalillo County, New Mexico.

**Foreign Currency Exchange Rate.** Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. Visa charges a 0.8% fee on all international transaction where a currency conversion is not performed. When a currency conversion occurs, Visa charges a 1.0% fee.

The conversion rate to U.S. dollars will be made in accordance with the operating regulations for international transactions established by Visa International Inc. Unless the converted amount is determined to be in error, the converted amount will be due as well as any conversion charges that may be imposed.

**Questions.** If you have any questions about your statement, please contact us. You should write to Nusenda Federal Credit Union, P.O. Box 8530, Albuquerque, New Mexico 87198, or call us at the telephone number that will appear on your monthly statement. In case you believe there is a mistake on your statement, read the following information regarding your right to dispute billing errors.

Your monthly statement shall be presumed to be correct unless you notify us in writing within 15 days from the date of mailing in business transactions, or within 60 days from the date of mailing in case of consumer transactions. "Consumer Transaction" means purchases or advances for personal, family or household purposes.

#### **YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### **Notify Us in Case of Errors or Questions About Your Bill.**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet, at the address listed on your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount and date of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Please sign your letter.

**Your Rights and Our Responsibilities After We Receive Your Written Notice.**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe your billing statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report your Account as delinquent. We can continue to charge you for the amount in question, including Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your balance that are not in question.

If we find that we made a mistake on your billing statement, you will not have to pay any Finance Charges related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe us and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 25 days telling us that you still refuse to pay, we must report that you are disputing your balance. And, we must tell you the name and address of anyone to whom we reported your Account information. We must tell anyone to whom we reported that the matter has been settled between us when it is finally settled.

**Special Rule for Credit Card Purchases.**

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current address; and the purchase price must have been for more than \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services. A claim under this special rule may not exceed the amount actually billed to your Account and does not apply to purchases made outside the United States.

