



P.O. Box 2069  
Vacaville, California 95696  
(707) 449-4000 • (800) 877-8328

## BUSINESS CREDIT CARD CARDHOLDER AGREEMENT AND DISCLOSURE

As used in this Agreement, the word(s) “you”, “your”, “Cardholder” means the Sole Proprietor business member, the business owner(s), guarantors, and every person signing, using, or having a business credit card account with Travis Credit Union, referred to as “we,” “us,” “Credit Union” or “Travis.”

The terms and conditions outlined in this Credit Card Agreement and Disclosure statement serves as a mutually protective contract with you and Travis Credit Union. You have applied for a Business Credit Card with us, if issued, this agreement applies and may be amended occasionally. Please read this agreement carefully in its entirety and keep it for your records. By using your credit card account, you agree to all the terms of this Agreement. Only Sole Proprietorships are eligible for this business credit card product.

Having applied for this card, you have certified that all the information you provided is true and correct. You understand that it is illegal to provide false information to obtain the card. By using the card, you affirm that you authorize Travis Credit Union to obtain your address from DMV and waived address confidentiality rights that you may have under California Vehicle Code §1808.21 and comparable laws of other states. You further authorize the Credit Union to investigate your credit standing when opening, renewing, or reviewing your credit card account.

**Visa Benefits.** Your business credit card account comes with such benefits as Auto Rental Collision Damage Waiver, Purchase Security/Extended Protection and roadside Dispatch. Certain restrictions, limitations and exclusions apply and benefit configuration may vary. Please refer to the Business Credit Card Benefits for terms and conditions.

**MyTravis Rewards.** Your business credit card account will earn points all eligible purchases. This does not apply to balance transfers, cash advances, ATM transactions, and all other outside of qualifying card purchase transactions. Rewards are subject to change and will only be available for use if your account is in good standing. See MyTravis Rewards disclosure for more information.

**Credit Limit.** If your application is accepted, the Credit Union will establish a credit limit for you. The amount will be based on many factors including your ability to pay and your creditworthiness. Your account will be an open-end or revolving credit account if your account is not in default or terminated. This means that you can borrow the full amount of the credit limit, repay the principal in full or part and borrow again up to your maximum credit limit if you continue to be creditworthy. The Credit Union has the right to terminate the account without advance notice. It will notify you in writing of the reason for any such denial of credit. Among the reasons for refusing to advance you credit are an adverse change in your credit worthiness, such as not making any or the minimum required loan payments, a change in your employment status, your insolvency, bankruptcy, or death. Your credit limit will be reviewed periodically, and you may be requested to provide current information. Your borrowing limit may be increased or decreased at any time. You can apply for an increase in your credit limit at any time.

Payments received will be applied against the amount owed, and your loan balance reduced accordingly. However, in certain instances, the payment amount may not be immediately applied to the available credit on your account.

**Cardholder Usage.** You consent to the terms of this Agreement by using your credit card. You are obligated for all transactions resulting from the use of the card until you have given us written notice of termination of your credit card account. This termination will not affect any processed or unprocessed transactions that occurred prior to your written notice of termination, for which you will be obligated.

You agree to pay all charges; purchases, cash advances, balance transfers, finance charges and fees added to your account that are made by you or anyone whom you authorized to use your account, whether or not the person

stays within the limits set by you. If there is more than one person bound to this Agreement, each will be individually and jointly responsible for paying all amounts owed under this Agreement. If you are an organization, the officer or owner that obtained the account for the organization is also personally obligated for all charges made under the account. This means that the credit union can require any one of you to individually repay the entire amount owed under this Agreement. You remain bound to pay for charges under this Agreement even though another person has been directed to pay the debt by agreement or court order such as a divorce decree. Your Credit Card may also access designated Automatic Teller Machines (ATMs) showing the Credit Card logo. The use of your Credit Card for ATM access is subject to additional ATM disclosure terms.

**Foreign Transactions and Charges.** Purchases and cash advances made in foreign currencies will be billed in U.S. dollars. The conversion rate in U.S. dollars will be either at the government mandated rate or a wholesale currency market rate determined by Visa® for the processing cycle in which the transaction is processed.

The currency conversion rate used by Visa® on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. The Credit Union has no control over the conversion rate. In addition to the conversion rate selected by Visa®, a separate Visa International Service Assessment Fee of 1% is charged to the Credit Union and will also appear as a separate line item on your statement.

**Unlawful Activity.** You agree not to use any financial service provided by Travis Credit Union, including without limitation any credit cards, debit cards, loan transactions, or share checking or savings accounts, for any illegal or unlawful purpose. Any illegal or unlawful use of Travis Credit Union financial services by you may, at the option of the Credit Union, be deemed an event of default or breach of contract with respect to the service(s) in question and your use of such service(s) may be terminated or restricted. You and any co-signers, joint account holders, or authorized users agree to defend, indemnify and hold Travis Credit Union harmless from and against any and all claims, damages, lawsuits, liabilities, losses, injuries and costs, including attorney's fees, arising out of, caused by, or related to your unlawful or illegal use of Travis Credit Union financial services.

Internet gambling may be illegal or unlawful in the state, country or other jurisdiction in which you are located or in which you perform a transaction or use a Travis Credit Union financial service, including a debit card, or Visa® credit card. Display of a Visa®, or other payment logo by an online merchant does not mean that Internet gambling transactions are lawful in the jurisdiction(s) in which you may be located.

Illegal or unlawful use of Travis Credit Union financial services by you may also result in the suspension or termination of your Travis Credit Union membership.

**Transaction Limitations.** For security reasons there are limits on the number and dollar amount of transactions, transfers or withdrawals you can make with your card each month. This includes credit, point-of-sale, ATM and other electronic transactions or transfers conducted using your card.

**Statement of Business Purpose.** You agree that you have represented to us that you are obtaining your account for business purposes. All purchases, cash advances, balance transfers, and any other use of your account will only be used for business purposes. You agree that you will never use your account for any personal, family, or household purposes.

**Repayment Terms.** You promise to pay to the Credit Union at the address designated on your statement all sums advanced to you under this agreement at any time plus a Finance Charge, if applicable.

The minimum required monthly payment is the greater of 2% of the new balance shown on your current statement or \$20.00, plus any past due minimum required payment and any amount that exceeds your approved credit limit. At least one minimum payment must be made each calendar month if a loan balance exists.

The Credit Union will make available monthly statements of your Credit Card account which will advise you of the status of your account and other information required by law.

Any advance, together with your current outstanding balance, which for any reason is more than your authorized credit limit, must be reduced to the authorized limit by a single lump sum payment by you, upon written notification by the Credit Union. The balance owed by you, including accrued **Finance Charges** on the unpaid balance, may be repaid in full at any time without prepayment penalty. If the payment exceeds the outstanding balance of your credit card account, the amount over the credit limit will be transferred to your regular savings account. In certain instances, a hold may be placed on the portion credited to your savings account and may not be available for immediate withdrawal. If this occurs, a notice will be provided, advising you of the amount held, the date available and the reason for the hold. Payments may be made by mail, electronically, by phone (See **How to Contact Us** section), or in person at any of our branches to an employee of the Credit Union. A fee will not be charged for payment by mail, electronic transfer, telephone or other means unless it is for an expedited payment. To ensure the funds from the bank on which your payment is drawn are not returned, your available credit may not be immediately increased by the amount of the payment for up to seven (7) days after the payment posts to the accounts.

**Finance Charges.** The Finance Charge is the amount of money that you pay for the money you borrow. The Finance Charge is calculated using the rates reflected on the Annual Percentage Rate (APR) disclosure which you received, and which is incorporated herein by reference.

The Finance Charge is calculated by applying the Monthly Periodic Rate to the Average Daily Balance for cash advances and the Average Daily Balance for purchases. The Average Daily Balances for cash advances and for purchases are shown separately on your statement. The APR for cash advances, balance transfers or purchases may not be the same, and may result in different finance charges depending on the transaction. The Average Daily Balance is calculated by adding purchases and cash advances made during the statement period. If you had a previous balance as of the beginning of the statement period, it is reduced by any payments and credits and increased by cash advances, non-cash transactions and debit adjustments made during the statement period. The daily principal balances are totaled and divided by the number of days in the statement period to arrive at the Average Daily Balance. There is a minimum finance charge of \$5.00 if the total periodic finance charge is less than \$5.00. The additional amount will be added to any balance that is assessed a periodic finance charge.

The Finance Charge on cash advances runs from the date of each transaction. Finance Charges on non-cash transactions accrue from the date of posting to your account. However, if you pay your new balance in full within 25 days of your statement closing date, current Finance Charges on non-cash transactions are waived. Otherwise, a Finance Charge will be imposed on the unpaid average daily balance on non-cash transactions from the previous statement closing date until the payment date. Cash advances include credit withdrawals at ATMs, online transfers, over the counter cash advances, and through checking account overdraft protection if that option has been selected. A fee of 2% or \$10.00, whichever is greater, will be charged for each cash advance obtained on your Credit Card account. A cash advance charge is included as a Finance Charge under federal requirements. The Finance Charge continues to accrue until the date of payment on cash advances or purchases carried forward from the previous statement.

**Variable APR.** Unless noted otherwise, your APR will vary based on the U.S. Prime Rate published in The Wall Street Journal. This means your APR will increase if the U.S. Prime Rate increases and decrease if the U.S. Prime Rate decreases. An increase or decrease in the APR will increase or decrease the total amount of interest you pay and your Minimum Payment Due amount. Therefore, the amount of your minimum payment applied to interest will increase or decrease. Your APR for purchases, balance transfers, and convenience checks, if you request them, is your "Standard APR." Your Standard APR is adjusted monthly on the first business day of the month; it is determined by adding a margin to the U.S. Prime Rate published in The Wall Street Journal on the first day of the previous month.

**Promotional APR's.** If your account is or becomes eligible for one or more promotional APRs, the terms applicable to that promotional APR will be provided at the time you are approved for participation. After the promotional APR expires, the remaining balance incurred under the promotion will be subject to your Standard APR or cash advance APR, as applicable.

No Finance Charges will be imposed for any purchases paid off within 25 days of the closing date of the billing cycle. No Finance Charges will be imposed during the current billing cycle for repaid cash advances posted to your account during previous billing cycles. A partial payment will not reduce the current month's Finance Charge. The Finance Charge continues to accrue on the same basis on the total unpaid principal balance. Generally, we will apply your minimum payment first to lower APR balances (such as Purchases) before balances with higher APRs (such as Cash Advances). Payments made more than the minimum payment will generally be applied to the balances with the higher APRs first before balances with lower APRs.

**Credit Information.** Your business credit card account will only be reported to the credit bureaus if you make a late payment or if your account becomes delinquent.

**Changes in Terms.** The Credit Union can change the terms of this Agreement, including the Annual Percentage Rate, by giving you written notice 45 days prior to the effective date of the change. Note: Variable APR Prime index rate changes do not require 45 day notice. If you do not want the changes to apply to your credit card account, you must notify us in writing within 15 days after the date of your billing statement or within 15 days of the date a separate change of terms notice was mailed, stating your non-acceptance of the terms and indicating your name, address and account number. Mail it to Travis Credit Union, P.O. Box 2069, Vacaville, CA 95696. If you notify us, your credit card will be cancelled but you can continue to pay off the balance under the old terms in effect at the time you cancel your card. If you do not notify us or if you continue to use your card, the new terms, or new Annual Percentage Rate (APR), will apply to the balance of your loan. Your notice of termination will not affect any unprocessed transactions that occurred prior to your written notice of termination, for which you will be obligated.

## **Other Charges**

**Late Charges.** If the minimum monthly payment is not received at the address shown on your statement within 15 days of due date, a late charge of \$15.00 will be charged to the account. If the minimum payment is less than \$15, the late fee will be no more than the amount of the minimum payment.

**Returned Items:** Each time a check or other transfer processed by the Credit Union as a payment on your account is returned unpaid, an additional charge of \$15.00 will be imposed.

**Replacement Card:** A charge of \$5.00 will be imposed for each replacement card.

**Balance Transfer Fee:** A fee of 2% of the amount transferred, not to exceed \$25.00.

**Penalty Pricing:** An APR adjustment will occur when the account is 60 days or more past due. The APR for existing and new balances will increase to the penalty rate. The APR adjustment will terminate if the required minimum payment is made for 6 consecutive months.

**Honest Dealing.** You will promptly notify the Credit Union of any information that affects your creditworthiness or ability to pay off the loan including but not limited to a change in address or employment. You will not apply to increase the credit balance if you have reason to believe that you will be unable to make the scheduled payments.

**Default – Lien – Acceleration.** If you are in default on your payments or your creditworthiness declines or you become insolvent or you file for bankruptcy or die, or any attachment or garnishment proceeding are initiated against you or your property, you will no longer have an active Credit Card account. The Credit Union will, at its option, terminate your account and declare the entire unpaid balance of the account due and payable immediately without notice. Even if the Credit Union accepts a late payment or partial payment, it is not waiving its right to accelerate the payment of the account and declare the entire unpaid balance due.

**Communications.** You agree that representatives of the Credit Union or its agents may call or send text messages to you regarding this account or any other account you have at the Credit Union at any telephone number that you provide to us or that representatives of the Credit Union or its agents obtain from other sources, now or later. This authorization includes calls and text messages made to cell phones and wireless devices using an automated dialing system or prerecorded message.

**Collection Costs.** You agree to pay all reasonable cost of collection incurred by the Credit Union before and after suit is filed. If we have to take legal action to collect what you owe us, you agree to pay our reasonable attorney's fees and court costs in addition to other amounts you owe us, whether the legal action we take is a collection lawsuit, a bankruptcy proceeding, an appeal, an action to collect a judgement we have against you, or another type of proceeding.

**Termination.** We can terminate your Credit Card account without prior notice, reduce or cancel all credit available on the account, refuse to make further advances, and revoke all cards issued on the account for any breach of this Agreement. Termination of the account does not relieve you of the obligation to repay the full account balance due under this Agreement.

If your Credit Card account is terminated by either the Credit Union or you, your open end credit card account will be converted to a closed end credit card account. A closed end credit account is a type of credit that should be repaid in the full amount by the end of the term and by a specified date. All finance charges and interest rates that were applicable and agreed to at the time of you signing this agreement will continue to accrue and be in effect until the balance is repaid.

## **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.

#### **State and Local Law**

The following summary of your rights under Federal law does not cover all rights you may have under State and local law. If under State or local law, you have a longer period in which to send an inquiry to the Credit Union concerning your statement, reliance on any such longer time period may result in you losing your important rights which could be preserved by acting more promptly under Federal law. State or local provisions, if any, only become operative upon the expiration of the time provided by Federal Regulation Z for submitting a proper written notification of an error.

#### **Notify us in case of errors or questions about your billing statement or electronic transfers**

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us at (707) 449-4000 but doing so will not preserve your rights. We will request that you send us your questions in writing.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. 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.

#### **How to stop a payment of pre-authorized electronic funds transfer**

If you have authorized us to make to your credit card automatically from your share or Credit Union checking account, you must contact us within three business days before the automatic payment is scheduled to occur. If you make this request by phone, we may require you to confirm your oral request in writing. If you fail to do so, your oral request will terminate 14 days after it is made. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**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 the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you 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 statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any Finance Charges related to any questioned amount. If we didn't 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 and the date that 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 ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your statement was correct.

#### **Your Liability for Unauthorized Use**

You are not liable for unauthorized non-PIN transactions in accordance with Visa's Zero Liability policy. This policy does not apply to transactions requiring the use of your PIN. The amount of your liability may increase if the Credit Union reasonably determines based on substantial evidence that you were grossly negligent in the handling of your business credit card. You agree to provide reasonable assistance in connection with our efforts to recover funds paid due to unauthorized use, including but not limited to the filing of a police report. You may be required to provide a written statement detailing your claim of unauthorized transactions. Immediately report a lost or stolen credit card, compromised PIN number or any discrepancy between the amount you requested from an ATM and the amount you received, to the Credit Union. Contacting us by phone is the best way to minimize your losses. Please refer to the HOW TO CONTACT US section at the end of this disclosure for telephone numbers. Any person, who is permitted by you, either by express or implied permission, to use your card will have access to your available credit. We refer to such persons as authorized users, and you agree that all authorized users may use your available credit limit, and you will be liable for those amounts, even if such persons go beyond amounts initially specified by you. If your statement shows a transaction you did not make, contact the Credit Union immediately. If you do not tell us within sixty (60) days from the date your statement was mailed, you may not be compensated for money lost after the sixty (60) days. If it is proven the unauthorized transactions could have been avoided if you had promptly notified us, you may not be compensated. Should an emergency, such as travel or hospitalization prevent you from notifying us within sixty (60) days, a reasonable extension will be granted.

#### **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:

1. You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

2. The purchase price must have been 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.

### **Governing law**

This Agreement is made in California and shall be governed by the laws of the State of California to the extent that California Law is not inconsistent with controlling Federal Law. California's "Choice of Law Rules" will not be applied if they would result in the application of non-California law. You agree by use of this Service that you do hereby submit to the jurisdiction of the courts of California regarding Travis Credit Union and that any conflict brought or filed with respect to use of this Service or concerning this Agreement shall be brought in a court of competent jurisdiction in Solano County, California.

### **ATM DISCLOSURE**

This part of the disclosure applies to use of your Credit Card to obtain cash advances on your Credit Card account at Automated Teller Machines (ATM). Please refer to your ATM Card disclosure for disclosures applicable to ATM use for purposes other than obtaining cash advances on Credit Card accounts.

You may use your Card and Personal Identification Number (PIN) to obtain Cash Advances at any Automatic Teller Machine ("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.

Advances at authorized ATM's are limited to a total of \$500.00 during any 24-hour period. This amount may be lower based on available credit balance or individual machine cash limitations.

### **Documentation of Transactions**

ATM cash advances using a credit card will be shown on your monthly statement mailed to your address of record. For this reason, always keep the Credit Union informed if your mailing address changes. You will have the option to receive a receipt each time you use your card. Always compare the receipt against your account record and statement.

### **Credit Union Liability**

Travis Credit Union shall be held liable for damages caused in the case of a failure on our part. However, if the action or failure to act was not intentional and resulted from a good faith error, even though we maintain procedures reasonably adapted to prevent such error, we shall be liable for only actual damages.

There are some exceptions to the extent of Travis Credit Union's liability. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to complete the electronic transaction and the transaction would go over the authorized credit limit.
2. If the funds in your account are subject to legal process or other encumbrances restricting such transfer.
3. If the ATM where you are making the transfer does not have enough cash.
4. If the terminal was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire, flood, earthquake, labor disputes, power or computer failure) prevent the electronic transaction from being completed, despite reasonable precautions that we have taken.
6. If there are other lawful exceptions established by the Credit Union and you are given proper advance notice of them.
7. In no event will the Credit Union be liable for consequential indirect costs or damages.

**HOW TO CONTACT US**

Call (707) 449-4000 or (800) 877-8328 8:00 a.m. to 7:00 p.m., Monday through Friday or 9:00 a.m. to 5:00 p.m. on Saturdays, excluding holidays (Pacific Time)

You may also visit any Credit Union office or write us at the address below:

Travis Credit Union  
Attn: Card Services Department  
P.O. Box 2069  
Vacaville, CA 95696-2069