

- Demand immediately payment of the full balance of this account or any other obligation you may have with Jovia from either the borrowing entity or its personal guarantor(s) who are jointly and severally liable for the debt
- Demand you pay our collection costs, court costs, attorneys' fees, including those incurred by bankruptcy, and other expenses
- Raise the Annual Percentage Rate or default interest rate to the maximum amount as allowed by law

#### Acceleration and Collection Costs:

Upon your default, you understand and agree that we have the right to temporarily or permanently suspend any and all Account and Card privileges and/or we may demand immediate payment of the unpaid balance, FINANCE CHARGES, late charges, overlimit fees, our collection costs, reasonable attorneys' fees, and court costs ("collectively, collection related charges"). You understand and agree that you will be subject to FINANCE CHARGES (at the applicable Monthly Periodic Rate), late charges, overlimit fees and collection-related charges under the terms disclosed in this Agreement, until you repay your entire loan.

#### Credit Information:

At our request, you will update the credit information that you have provided, and you authorize us to investigate your credit standing when opening, renewing, or reviewing your Account. You authorize us to disclose information regarding your Account to credit reporting agencies and other creditors who inquire of us about your credit standing to the extent authorized by applicable law. If you question the accuracy of our reported information to a credit reporting agency, write us at the address listed on the Statement with a description of your dispute. If available, please provide a copy of the credit report in question.

#### Personal Information:

You will notify us immediately if you change your name, address, home telephone number, or work telephone number.

#### Accuracy of Information:

The information provided in your request for credit (application) is accurate and you will notify us in writing immediately if there is a change in your financial condition. We may retain the application. You understand that it is a violation of Section 1014, Title 18, US Code to make false statements or overvalue security for the purpose of influencing the action of any federally insured credit union. We may gather credit and/or employment information we deem necessary and appropriate from time to time and we may give information concerning our credit experience with you to others.

#### Foreign Transactions:

Purchases, Cash Advances, and credits made in foreign currencies will be billed to your Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus a one percent (1%) foreign transaction fee. The conversion rate may be different than the rate on the day of the transaction or date of posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, you are responsible for the difference.

#### Enforcement:

Failing or delaying to exercise any of our rights under this Agreement will not cause us to lose the rights or waive any of our rights in the future. If any term of this Agreement is found to be unenforceable, all other provisions will remain in full force.

#### Telephone Monitoring:

We may listen to and record telephone calls between you and us for the purpose of improving the quality of service you receive.

#### Lost or Stolen Cards, Notification and Liability:

You may be liable for the unauthorized use of your Credit Card. We recommend you notify us IMMEDIATELY if you believe that your Card, Account number, Personal Identification Number (PIN) or any combination of the three has been lost. You will not be liable for unauthorized use that occurs after you notify Jovia at 1000 Corporate Drive, Westbury, NY 11590,

(516) 561-0030 or Fiserv PO Box 2087 Omaha, NE 68103-2711, orally or in writing, of the loss, theft or possible unauthorized use. Telephoning is the best way of keeping your possible losses down. In the event your card is used fraudulently, you agree to assist us in our investigation and you agree to sign an affidavit of fraud and forgery.

#### Governing Law:

This Agreement is made in New York and shall be governed by the laws of the State of New York to the extent that New York law is not inconsistent with controlling federal law. Also, New York's choice of law rules shall not be applied if that would result in the application of non-New York law.

#### Returns and Adjustments:

Merchants and others who honor the Account and/or Card may give credit for purchase returns or adjustments and they will do so by sending us a credit slip which we will post to the Account. If a credit fails to post to your Account, you may request our help in having the credit applied to your Account by sending us a copy of the credit slip issued by the merchant. You have the sole responsibility to obtain written proof of credit and to retain copies of credit receipts until the credit is properly applied to your Account.

#### Change of Terms:

This Agreement is the contract that applies to all transactions on the Account, even though the sales, Cash Advance, credit, or other documents you sign, agree to, or receive, may contain different terms. We may amend, modify, add to, or delete from this Agreement any term, condition, service, or feature at any time, including the amount or calculation of FINANCE CHARGES. Unless we state otherwise, the change will affect any unpaid balance outstanding and any subsequent transactions. A notice will be mailed to your last known address at least fifteen (15) days prior to the effective date of the change as required by federal or other law. When a notice of change in terms is required, it may be sent as late as the effective date of the change when the change has been agreed to in writing by you.

#### Your Billing Rights - Keep this Notice for Future Use:

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

#### Notification in Case of Errors or Questions About Your Statement:

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

- Your name and account number.
- The dollar amount 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. If you have authorized us to pay your Statement automatically, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

#### Your Rights and Our Responsibilities After We Receive Your Written Notice:

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the Statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. 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 charges on 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 the incorrect 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 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 us within ten (10) 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 make available to you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between you and us when it finally is.

## Jovia Business Visa Credit Card Disclosure and Agreement



#### Credit Card Agreement and Federal Truth-In-Lending Disclosure

In this Agreement and Disclosure Statement (Agreement) the words WE, US, OUR, OURS, or CREDIT UNION means Jovia Financial Credit Union ("Jovia"). The words YOU, YOUR, YOURS or MEMBER mean any person or entity who applies for a Card, uses the Account, whose name appears on a Card or Statement, or otherwise is liable for the Account. This Agreement governs your credit card Account with us.

#### Notice: this document contains provisions for a variable annual percentage rate.

ACCOUNT means the line of credit associated with the Card. CARD means a Credit Union credit card, the credit card number, and any other means of using your Account. CARD also means each and every Visa Card issued to you and any duplicates and renewals we may issue. Requesting, receiving, signing, using, or permitting others to use the Card issued to you by us binds you to the terms and conditions of this agreement and any amendments.

#### Authorization and Payment:

You authorize us to charge your Account for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You will be obligated to pay all such Purchases and Cash Advances charged to your Account whether resulting from: (1) actual use of your Card; (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card; or (3) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account (collectively, "authorized charges"). The Cards remain our property and you must recover and surrender to us all Cards upon our request and upon termination of the Agreement. This card cannot be used for illegal means. We will not be held liable if you engage in illegal transactions. You may not utilize your Card for the purchase of any goods or services on the Internet that involve gambling, gaming, betting or similar transaction or activity. Such transactions include, but may not be limited to, any quasi-cash or online gambling transactions, any electronic commerce transactions conducted over an open network, and any betting transactions including the purchase of lottery tickets or casino gambling chips or off-track betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and posted, you will still be responsible for such charges. You promise to pay us or to our order in U.S. Dollars with an instrument drawn on a financial institution in the United States at our office or at the address set forth on your periodic statement, all authorized charges on the terms and at the rates set forth herein, plus any FINANCE CHARGES assessed on your Account and any other charges and fees which you may owe us under the terms of this Agreement. If any Account payment is invalid, we will reverse such payment. We may accept checks, money orders, or other types of payment marked "payment in full" or other language indicating full satisfaction of indebtedness, without being bound by such language or waiving any rights under this Agreement. Full satisfaction of indebtedness shall be accepted by us only in a written agreement, signed by an authorized representative.

Payments will continue until you have paid in full the unpaid balance, FINANCE CHARGES, and any other charges and fees which you may owe us under the terms of this Agreement.

#### Signature Requirement:

In order for your Card to be valid, you must sign the back of your Card as soon as you receive it.

#### Credit Limit:

Your Card has an Account limit (Credit Limit) that is established by us.



#### Equal Opportunity Lender

We make loans without regard to race, color, religion, sex or national origin.

518201-30-16

You agree not to allow the unpaid balance to exceed the Credit Limit. However, if your balance exceeds your Credit Limit, you are still obligated to pay us. We may change your Credit Limit at any time and we may notify you by mail or through a Statement sent to the address of record for the primary accountholder either before or after the change takes effect. If you object to a Credit Limit increase, you must notify us immediately. You or your joint applicant may request a change to your Credit Limit in writing or electronically, but it must be approved by our Credit Department. If your Credit Line is increased, you are immediately responsible for the new Credit Limit and any increase in the unpaid balance even when it differs from an amount previously agreed to orally or in writing. Purchases and Advances are subject to daily limits that may restrict the full use of your available Credit Limit.

#### **Purchases and Advances:**

You may use your Card to request advances and to make purchases of goods and services, in accordance with current policies, up to your Credit Limit. All transactions are subject to our approval. To make a purchase or obtain an advance, there are two alternative procedures to be followed. One is for you to present the Card or Card number to a participating Visa plan merchant, to us or to another financial institution, and sign or authorize a sale or cash advance draft. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine or other type of electronic terminal that provides access to the Visa system. You may obtain Cash Advances by using an Automated Teller Machine (ATM), Interactive Teller Machine (ITM), requesting them from us or other participating financial institutions or merchants, or requesting a Balance Transfer orally or electronically. You may only use your Card for transactions that are legal where you reside. Cash advances and cash transactions do not earn points under the uChoose Rewards Program. We will not be held liable if you engage in illegal transactions. You may not utilize your Card for the purchase of any goods or services on the Internet that involve gambling, gaming, betting or any similar transaction or activity. Such transactions include, but may not be limited to, any quasi-cash or online gambling transactions, any electronic commerce transactions conducted over an open network, and any betting transactions including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and posted, you will still be responsible for such charges.

#### **Electronic Fund Transfer:**

In the event a use of the Card or the Account number of the Card constitutes an Electronic Fund Transfer, the terms and conditions of your Electronic Fund Transfer Agreement and Disclosure with us shall govern such transactions to the extent the Electronic Fund Transfer Agreement and Disclosure expands or amends this Agreement.

#### **Authorizations:**

Most transactions require approval of funds. Approvals result in placing a hold against your Credit Limit. We may limit the number or amount of approvals or Purchases and Advances per day or deny transactions when we detect unusual or suspicious activity, even if you have sufficient credit available. We are not liable for failing to approve any transaction and we may, although we are not required to, approve transactions above your available credit. We are not liable if a merchant, financial institution or ATM does not honor your Card.

#### **Periodic Billing Statements:**

Your Card or other Account activity will be reflected on the Periodic Billing Statement (Statement). Your Statement will identify the merchant, electronic terminal or financial institution that processed the transaction but sales, cash advance, credit or other slips cannot be returned with the Statement. You should retain your statements and records of your transactions in order to reconcile your Statement. If you request a copy of any sales draft or similar document, a fee may be assessed. Please refer to our fee schedule.

#### **Termination:**

We may terminate this Agreement upon your default. Either you or we may terminate this Agreement for any reason. If you choose to terminate this Agreement, you are not relieved of your obligation to repay the balance of all transactions on the Account including Fees and FINANCE CHARGES. You agree to return all the Cards issued to you or any party designated by you.

#### **Minimum Monthly Payment and Payment Order:**

We will mail you a statement each month showing your Previous Balances of purchases and cash advances, the current transactions on your account,

the remaining credit available under your Credit Line, the New Balances of purchases and cash advances, the Total New Balance, the Finance Charge due to date, and any other billed fees, and the Minimum Payment required. The minimum payment required is the New Balance shown on your statement if the amount is equal or less than \$20. If the New Balance exceeds \$20 the minimum payment is 3.00% of that portion of the New Balance which does not exceed your credit limit (rounded up to the nearest dollar), or \$20, whichever is greater, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due. Every month you must pay at least the Minimum Monthly Payment due by the Payment Due Date shown on your Statement. You understand and agree that each payment is applied first to unpaid FINANCE CHARGES, then to unpaid fees and charges (if any), then to any promotional balances, then the Cash Advance balance, and then to the Account Purchase balance. By separate agreement, you may authorize us to automatically transfer the Minimum Monthly Payment from your Credit Union share or share draft account.

#### **Prepayment or Irregular Payments:**

Although you need only pay the Minimum Monthly Payment, you may repay your Account balance at any time without penalty. You will be charged FINANCE CHARGES only to the date you repay your entire Account balance. You may make larger payments without penalty, and this may reduce the total amount of FINANCE CHARGES that you will pay. If you pay more than the Minimum Monthly Payment in any month and there is still a balance due, you must continue to make minimum payments in future months. Any partial payment of your balance will not advance your next payment due date(s). Any payment that (a) delays or (b) accelerates the repayment of your unpaid balance will (a) increase or (b) decrease your monthly periodic FINANCE CHARGE.

#### **Payments by Automatic Transfer:**

If you request payment by automatic transfer, you understand and agree that no payment can or will be made if there are insufficient or uncollected funds in the designated sub-account to make the scheduled loan payment. Should this event occur, you understand and agree that you will not be released from making the payment. Any automatic transfer you have requested will remain in effect until you cancel it in writing or the Agreement is paid in full. We may cancel this service at our discretion.

#### **Monthly Periodic FINANCE CHARGE, Monthly Periodic Rate, and ANNUAL PERCENTAGE RATE (APR):**

The Monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE used in calculating the Monthly Periodic FINANCE CHARGE may increase or decrease during the term of this Agreement. The ANNUAL PERCENTAGE RATE is subject to change monthly on the first day of the billing cycle to reflect any change in the Index and will be determined by the Prime Rate as listed in the "Money Rates" section of the Wall Street Journal on the 10th day of the previous month to which we add a margin. The ANNUAL PERCENTAGE RATE will take the form of additional payments shown as Total Minimum Payments on the statement. If the Index is no longer available, the Credit Union will choose a new Index which is based on comparable information.

Your ANNUAL PERCENTAGE RATE is determined by adding the margin that ranges from 5% to 14.74% as determined by your creditworthiness to the Index when you open an account. This APR will vary with the market based on the Prime Rate. An evaluation of your Credit History will determine the margin added to the Index. Changes in the Index will cause changes in the interest rate on the first day of each billing cycle and any increase or decrease will affect the amount of the payment you will make. The ANNUAL PERCENTAGE RATE will never exceed the rate permitted by applicable law.

We calculate the FINANCE CHARGE on your account by applying the periodic rate to the "Average Daily Balance" on your account (including new transactions). To get the "Average Daily Balance" we take the beginning balance of your account each day, add any new purchases, and subtract any payments or credits and any unpaid FINANCE CHARGES. 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".

#### **Minimum FINANCE CHARGE:**

A minimum 50¢ FINANCE CHARGE will be imposed during a billing cycle in which FINANCE CHARGES are incurred.

#### **Grace Period and FINANCE CHARGES:**

There is no grace period on Cash Advances or Balance Transfers. FINANCE CHARGES for each Cash Advance and Balance Transfer will be imposed on the date of the transaction and will continue to accrue interest on the unpaid "Average Daily Balance" of such transactions until the date of payment if paid during the same billing cycle, or until the Closing Date of the billing cycle preceding the date on which the entire New Balance is paid in full, or until the date of payment if more than 25 days from the Closing Date.

There is a grace period on Credit Purchases. The payment due date is at least 25 days after the close of each Billing Cycle, which allows time to repay any credit extended for purchases without incurring a FINANCE CHARGE. A FINANCE CHARGE will not be imposed on Credit Purchases if you pay the entire New Balance shown on your monthly statement by the payment due date. If you elect not to pay the entire New Balance within that grace period, a FINANCE CHARGE will be imposed on the unpaid "Average Daily Balance" of such Credit Purchases from the statement Closing Date (including new Credit Purchases posted during the current billing cycle) and will continue to accrue until the Closing Date of the billing cycle preceding the date on which the entire New Balance is paid in full, or until the date of payment if more than 25 days from the Closing Date.

#### **Annual Fee:**

We charge no annual fee at this time for participation in this Credit Card plan.

#### **Overlimit Charge:**

Cardholder shall not use the Card or permit the use of Related Cards to obtain Credit Purchase or Loans, which will increase Cardholder's Visa indebtedness to Issuer to an amount in excess of the limit established by Issuer. **A Member may exceed the Credit Limit by no more than 2%.**

#### **Late Charge:**

If the minimum required payment is not received within 3 days after the Statement Closing Date subsequent to the payment Due Date, a late charge equal to \$25 will be charged. However, the Late Charge shall not exceed the maximum amount permitted under applicable state law.

#### **Cash Advance Fee:**

**\$5.00 or 3.00% of the amount of each transaction, whichever is greater. Cash Advance means the amount requested by you and advanced to you by any method approved by us according to the terms of the Agreement in cash or cash equivalent items. Cash equivalent items include but are not limited to any balance transfers, convenience checks, Automated Teller Machine (ATM), Interactive Teller Machine (ITM), or over the counter advances. Jovia will not be held liable for any merchant misclassifications. Cash advances and cash transactions do not earn points under the uChoose Rewards Program.**

#### **Other Fees:**

As applicable, the following fees will apply to your Account, in the amounts set forth on the Disclosure (collectively, "Fees"):

**Payment Reversal Return Fee:** We will charge you \$25 for each return by a bank or other depository institution of a dishonored check, negotiable order of withdrawal or share draft issued by you to us in connection with the Account. This fee will be in addition to all other Interest Charges and Other Charges we may collect from you and is not subject to refund or rebate.

**Supplemental Convenience Requests:** If you request supplemental copies of billing statements you will be charged \$5 for each, if such charges are not prohibited by law or regulations. We will not assess you this fee if you request a billing statement for a billing error/inquiry that you may assert against us under applicable law. For Supplemental Convenience Requests, you agree to pay the reasonable charges in effect at the time of your request.

**Pay By Phone Fee:** If you make a payment on your account by phone with the assistance of a customer service representative, a fee of \$5 will be charged to your account for each such payment. This fee does not apply to payments made through our automated phone system, online, or by mail.

#### **Cancellation:**

If the Card is canceled or surrender is demanded by Issuer, or if Cardholder defaults on any payment due or is deceased, bankrupt or insolvent, or any attachment or garnishment proceedings are initiated against Cardholder or his property, Issuer may elect to declare all amounts then owed to Issuer to be immediately due and payable without notice or demand of any kind. Cardholder may terminate this Agreement at anytime by sending us your request in writing. Termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance or other charges you owe under the Agreement. The Card(s) you receive remain the property of the Credit Union and you must return the Card(s) upon request. The Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union. The Credit Card Agreement may be canceled by the Credit Union (Issuer) at any time without prior notice. Jovia may also, at any time and to the extent permitted by applicable law, refuse to extend credit under this Agreement, with or without cause. If this is a joint Account, any one of you may terminate the Account and the termination will be effective for all of you.

#### **Responsibility for Account:**

You agree to repay us according to the terms of this Agreement for all Purchases, Advances, FINANCE CHARGES, fees, and collection costs, if any, arising from the use of this Account by you or any other person you permit to use your Card and/or Account (even if that person exceeded the amount for which you gave permission). You cannot disclaim responsibility by notifying us, although we will close the Account if you so request in writing and you will return all Cards to us. Your obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the Account. Any person using the Account and/or Card is jointly and severally responsible with you for charges he or she makes, but if that person signs the Card he or she becomes a party to this Agreement and is also responsible for all charges on the Account, including yours. The Cards remain our property and you must recover and surrender to us all Cards upon our request and/or upon termination of this Account. You remain liable for any transactions to the Account that we cannot prevent after you notify us.

#### **Cardholder Default:**

You will be in default if you fail to comply with any of the terms of this Agreement including:

- Failure to make payments when due
- Breach of any term of this Agreement
- Breach of any other Agreement with us
- Initiation of a bankruptcy or other insolvency proceeding in which you or any personal guarantor of the obligations is the debtor
- Material decline in the financial condition of you or any individual personally guaranteeing your obligations under this Agreement
- Failure of you or any individual personally guaranteeing your obligations under this Agreement to provide financial information upon request by us
- Presentation of items for payment of the account that are returned unpaid for any lawful reason or any other loan agreement with us or anyone else, in the event of your incompetency, bankruptcy, insolvency, death, fraud, or misrepresentation, or if your creditworthiness is impaired. If you are in default, we may close your Account or suspend your Card privileges without further notice and we may demand immediate payment of the unpaid balance including all fees and service charges. In the event of any action by us to enforce this Agreement, you will pay our collection costs, court costs, attorneys' fees, including those incurred by bankruptcy, and other expenses. If you are in default, FINANCE CHARGES and other charges and fees will continue to accrue until you repay your entire loan.

#### **Rights Upon Cardholder Default:**

If you default under this Agreement, we may do any or all of the following, with or without notice to you, the cardholder:

- Close this account and/or any other 3rd party Jovia account in either the borrowing entity or its personal guarantor(s) name
- To the extent allowed by law, take all amounts on deposit with Jovia as collateral to the card account from either the borrowing entity or its personal guarantor(s) who are jointly and severally liable for the debt