Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases: 10.96%
Other APRs: For Balance Transfers and Cash Advances: 10.96%

Paying Interest
Pay full amount of the New Balance of Purchases within 25 days of your statement closing date. We will begin charging interest on cash advances and balance transfers on the transaction date.

Minimum Interest Charge
None

For Credit Card tips from the Consumer Financial Protection Bureau
To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.

How We Will Calculate Your Balance: We use a method called “average daily balance” (including new purchases). Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in this account agreement.

Other Fees: Document Copy: $5 max/item Lost Card Reissue: $10

Annual Fee
None

Transaction Fees:
- Cash Advance: 2% of transaction amount or $2 minimum ($5 additional fee for advances via phone)
- Foreign Transaction: 1% of U.S. dollar transaction amount

Penalty Fees:
- Over the Limit: $20
- Late Payment: Up to $25 assessed on the 15th day after the stated due date
- NSF: Up to $25/item (Check, Visa AutoPay or other electronic means)

Security Interest: We shall have a lien or the right to impress a lien on shares and deposits now or in the future for sums due to us as provided by the Federal Credit Union Act or law, as the case may be. Such a right will not apply to an Individual Retirement Account or other tax-deferred retirement accounts in accordance with the Internal Revenue Code. The granting of this security interest is a condition for receiving this credit card account. You authorize us to apply your balances in your individual or joint savings accounts to pay any amounts due on your account if you should default. We shall have the right to apply the proceeds of any collateral, with the exception of dwelling secured transactions, now or hereafter pledged to us to secure payment of your unpaid balance.

Card Use:
The word “account” means your Business Visa Credit Card line of credit. In this Agreement the words “you” or “your” mean each natural person (Authorized Officer and Authorized User), business and organization that you or anyone whom you have authorized to use it. Business and organization includes successors and assigns. The word “card” means your Hiway Business Visa Credit Card and any duplicates, renewals or substitutions we issue to you. The word “account” means your Business Visa Credit Card line of credit account with Hiway.

1. Card Use: Once approved, you will receive a line of credit with a credit limit determined by us. You agree that your credit limit is the maximum amount (purchases, cash advances, interest charges, plus other charges) that you will have outstanding on your account at any one time. If you are over your credit limit, you are over before payments will begin to restore your credit limit. You may use your card(s) for goods and services from merchants and others who accept Visa. However, this Visa account may not be used for any illegal transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. If our system is not working, we may not be able to authorize a transaction, even though you have sufficient credit available. Also for security reasons, we may block the use of your card in certain countries or geographic areas. We will have no liability to you or others if any of these events occur. In the event you may obtain cash advances from us or from other financial institutions that accept Visa cards, or from some automated teller machines (ATM) displaying the Visa logo. To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your card. You may request an increase in your credit limit only by a method acceptable to us. We reserve the right to increase or decrease your credit limit, refuse to make an advance and/or terminate your account at any time for any reason not prohibited by law without affecting your obligation to pay the account balance.

2. Agreement of Terms: We have opened this account at your request. Your signature on the application, your acceptance of an offer, your retention of the card and/or your use of the account in any way means you agree to all the terms of the Agreement and you will be obligated by this Agreement unless you cancel the account and return the card before you use it.

3. Responsibility: You agree to pay all charges on this account that are made by you or anyone whom you have authorized to use it. This includes all purchases, cash advances, interest charges and other fees or charges added to your account under the terms of this Agreement. You acknowledge that all cards will be used solely for business or commercial purposes and not for personal, family, or household purposes. You further agree that the Business, the Authorized Officer and the Authorized Users will be liable for all charges and accounts authorized by you or anyone whom you have authorized to use it.

4. Monthly Payment: You must pay at least the minimum payment by the date specified on the statement. The Minimum Payment will be either a) 3% of your Total New Balance or $25, whichever is greater, or b) your Total New Balance, if it is less than $25, plus any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your Total New Balance exceeds your credit limit, you must immediately pay the excess upon demand. Payments received by 5:00 p.m. on the due date will not be considered late. Any payment received after 5:00 p.m. will be processed on the next business day. Subject to applicable law, your minimum payment may be applied to what you owe us in any manner we choose. If you pay more than the minimum payment, your payment will be applied to the highest APR first.

5. Interest Charge: You may avoid an INTEREST CHARGE on new Credit Purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise the New Balance of Purchases and subsequent purchases from the date they are posted to your account, will be subject to an INTEREST CHARGE. Cash advances are always subject to an INTEREST CHARGE from the date the day they are posted to your account. The INTEREST CHARGE Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain by using your card is explained below and also appears on your monthly statement. Cash Advance INTEREST CHARGES calculated using Method F. Credit Purchase INTEREST CHARGES calculated using Method G.

Method F: The INTEREST CHARGES on Cash Advances for a billing cycle are computed by applying the monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Cash Advances is determined by adding to the Previous Balance of Cash Advances any new Cash Advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later, and subtracting any payments as received and credits as posted to your account, but excluding any unpaid INTEREST CHARGES.
6. Collection Costs: In the event of a suit to collect unpaid balances, you agree to pay all costs, including attorney’s fees as may be reasonable and just, and all those expenses, costs and any attorney’s fees incurred in appealing any bankruptcy and post-judgment proceedings, except to the extent that such costs, fees or expenses are prohibited by law.

7. Changing or Terminating Your Account: We may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. Your use of the card after receiving any notice of a change to this Agreement will indicate your acceptance of the change. If permitted by law and specified in the notice to you, the change will apply to your existing account balance as well as any future transactions. Either you or we may terminate this account at any time, but termination by you requires proof of your consent to this Agreement. We may request, but are not obligated to request, a new agreement acceptance before removing you from this Agreement and after that time may terminate the account. You are responsible for all transactions made to your account after termination, by you or us will not affect your obligation to pay the full balance plus interest that would have been used on the purchase date or cardholder statement date. We reserve the right to change program rules, regulations, benefits, conditions or cancel/amend the program without notice.

8. Account Default: The account and Agreement will be in default if any of the following occur:
   a. You fail to make any minimum payment or other required payment that is due.
   b. You fail to abide by all terms and conditions of this Agreement.
   c. You fail to keep any promises to pay in connection with this account.
   d. You die, become incapacitated, file bankruptcy or you are unable to pay your financial obligations when due.
   e. You make false or misleading statements in any credit application or credit update.
   f. Upon re-evaluation, we believe your ability to pay what you owe is substantially reduced.
   g. Your creditworthiness becomes unsatisfactory to us because of a change in your employment, an increase in other obligations, excessive open credit card accounts, other delinquent loans, or limit or other reason.

   In the event of default, we have the right to demand that the entire amount owed on the account becomes due and payable immediately. If immediate payment is demanded, you agree to continue paying any fees and interest charges, at the periodic rate prior to default, until what you owe has been paid.

9. Foreign Transactions: Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to determine the dollar amount of the transaction will be the balance currency used for processing international transactions. A rate selected by Visa from a 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 other related services may be terminated at our discretion. You further agree, should illegal use occur, to waive the right to sue us for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold us harmless from any suits or other legal action or liability, directly or indirectly related to the use of your account.

10. Important Information for Business Rebatch card holders: Rebate only applies to net new purchases (less returns). Cash advances do not qualify. Purchases must exceed $500 per billing cycle to qualify, then 1% is rebated once the minimum purchase amount is met. The rebate will apply to your existing account balance as well as any future transactions. The monthly periodic rate for purchases, cash advances and balance transfers is 0.9315%, which is an ANNUAL PERCENTAGE RATE of 10.96%.

11. Additional Benefits/Card Enhancements: We may from time to time offer additional services to your account at no additional cost to you. You understand that we are not obligated to offer such services and may withdraw or change them at any time.

12. Merchant Disputes: We are not responsible for the refusal of any merchant or financial institution to honor your card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider and (a) your purchase was in response to an advertisement or (b) you notify us within 60 days after your purchase was made that you think an error occurred in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent. If you do not notify us, we cannot report you as delinquent without also reporting that you are in default.

13. No Waiver: We can delay enforcing any of our rights any number of times without losing them.

14. Statements and Notices: Statements and notices will be mailed to you at the most recent address you have given us. Notice sent to any one of you will be considered notice to all.

15. Governing Law: This Agreement and your account will be governed by the laws of the State of Florida and by federal laws.

16. Liability for Unauthorized Use: Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transaction using your lost or stolen Business Visa Credit Card. This limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number (PIN) which are not processed by Visa. If you are liable for unauthorized transactions, your liability will not exceed $50. In addition, even in these circumstances you will not be liable for unauthorized transactions that occur before you notify us orally or in writing, of the loss, theft or possible unauthorized use.

17. Illegal Use: You agree that illegal use of any financial service will be deemed an act of default and/or breach of contract and such service and/or other related services may be terminated at our discretion. You further agree, should illegal use occur, to waive the right to sue us for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold us harmless from any suits or other legal action or liability, directly or indirectly related to the use of your account.

Your Rights—Keep This For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Statement
If you think there is an error on your statement, write to us at: Customer Service, PO Box 31112, Tampa, Florida 33631-3112. In your letter, give us the following information: (a) account information; your name and account number, (b) dollar amount; the dollar amount of the suspected error and (c) concise description of error: tell us how you believe the error occurred and the amount you believe is wrong.

We must do two things within 30 days of receiving your letter:
1. Correct any error:
   a. If you have an error as described above, we will correct any incorrect amount as soon as we receive your letter. We will also send you a statement of the amount we have corrected, and the date it was corrected. We may hold you liable for any unauthorized transactions that occurred during that billing cycle. We reserve the right to change program rules, regulations, benefits, conditions or cancel/amend the program without notice.

2. Find the error, and if so, correct it
   a. If we do not believe there was an error, we will send you a statement of our decision, and provide you with any documentation we have that shows the amount or reasons for our decision. You have the right to submit additional information to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are in default. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent. If you do not notify us, we cannot report you as delinquent without also reporting that you are in default.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We will send you the name of anyone to whom we report you as delinquent, and we will let those organizations know the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchase
If you are not satisfied with a product or service purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right to not pay the remaining amount due on the purchase.

To use this right, all of the following must be true:
1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. If you are unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was in response to an advertisement, or (b) you notify us within 60 days after your purchase was made that you think an error occurred in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent. If you do not notify us, we cannot report you as delinquent without also reporting that you are in default.

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Customer Service, PO Box 31112, Tampa, Florida 33631-3112. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.