

VISA® BUSINESS AGREEMENT AND DISCLOSURE

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 .

Fees

Annual Fee	None
Transaction Fees: Cash Advance Foreign Transaction	2% of transaction amount or \$2 minimum (\$5 additional fee for advances via phone) 1% of U.S. dollar transaction amount
Penalty Fees: Over the Limit Late Payment NSF	\$20 Up to \$25 assessed on the 15th day after the stated due date Up to \$25/item (Check, Visa AutoPay or other electronic means)

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

The information appearing on this Agreement is accurate as of January 1, 2013. This information may have changed after that date. To find out what may have changed, call us at 651.291.1515 or 800.899.5626 or write us at Hiway Federal Credit Union, 111 Empire Drive, St. Paul, MN 55103. To report lost/stolen cards, call 800.449.7728.

The purpose of this Business Visa Credit Card Agreement and Disclosure is to establish the terms and conditions of a 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 who applies for or uses the credit card(s) or duplicate card(s). The words “we”, “us”, or “our” refer to Hiway Federal Credit Union (Hiway) or its 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.

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 under the Internal Revenue Code. The granting of this security interest is a condition for receiving this credit card account. You authorize us to apply the balance 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.

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 must pay the amount 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 addition 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 charges or fees 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 account balances as follows: (1) Business and Authorized Officer shall be jointly and severally liable with each individual Authorized User for all transactions made with all cards; (2) each Authorized User is individually liable for all transactions made with their individual card. You acknowledge that each Authorized User is duly employed by the Business as of the date the card is requested and is 18 years or older. We can require any one of the Authorized Officers to individually repay the entire amount owed under the Agreement. Each of the Authorized Officers authorizes the other(s) to make credit purchases or cash advances individually. Any one of the Authorized Officers may terminate the account and termination will be effective to all of you. You also agree to pay any fees or charges incurred in the recovery of a credit card, retrieval of transaction data or collection of this account.

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 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**.

Method G: The **INTEREST CHARGES** on Credit Purchases for a billing cycle are computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, 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 is determined by adding to the Previous Balance of Credit Purchases posted to your account and subtracting any payments as received and credits as posted to your account, but excluding any unpaid **INTEREST CHARGES**. The monthly periodic rate for purchases, cash advances and balance transfers is **0.913%**, which is an **ANNUAL PERCENTAGE RATE of 10.96%**.

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 also those costs, expenses and any attorney's fees incurred in appellate, 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 or us will not affect your obligation to pay the full balance plus any interest and other charges you owe under this Agreement. You are also responsible for all transactions made to your account after termination, unless transactions were unauthorized. All cards on this account remain the property of the credit union and must be surrendered to us upon request or upon termination of this account by you or us. Any Authorized Officer may terminate the account.

8. Account Default: The account and Agreement will be in default if any of the following occur:

- You fail to make any minimum payment or other required payment that is due.
- You fail to abide by all terms and conditions of this Agreement.
- You fail to keep any promises to pay in connection with this account.
- You die, become incapacitated, file bankruptcy or you are unable to pay your financial obligations when due.
- You make false or misleading statements in any credit application or credit update.
- Upon re-evaluation, we believe your ability to pay what you owe is substantially reduced.
- 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, over 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 between the transaction currency and the billing currency used for processing international transactions is 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 the government mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. All transactions posted outside of the United States (which may include Internet transactions) will be charged a foreign transaction fee.

10. Credit Review and Release of Information: You understand that we may review your loan file at least once every 12 months and you hereby give us permission to and authorize us to investigate and re-assess your creditworthiness. You authorize us to investigate your credit standing at any time and you authorize us to disclose your account information to credit bureaus and other creditors who inquire about your credit standing.

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 made in response to an advertisement we sent to you or (b) your purchase cost more than \$50 and was made within your home state or within 100 miles of your current mailing address.

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 Minnesota and by federal law.

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 after 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 action 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, resulting from such illegal use.

18. Important Information for Business Rebate 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 credited on your statement on the net purchases made during that billing cycle. We reserve the right to change program rules, regulations, benefits, conditions or cancel/amend the program without notice.

Your Billing 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) *description of problem*; if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us: (a) within 60 days after the error appeared on your statement and (b) at least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

- Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error: (a) we cannot try to collect the amount in question, or report you as delinquent on that amount, (b) the charge in question may remain on your statement and we may continue to charge you interest on that amount, (c) while you do not have to pay the amount in question, you are responsible for the remainder of your balance, (d) we can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake:* You will have to pay the amount 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 pay the amount we think you owe.

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 must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when 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 Purchases

If you are dissatisfied with the goods or services that you have purchased with your 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 purchase.

To use this right, all of the following must be true:

- 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. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- 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.
- 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.