

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 only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and: (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than \$50 and was made from a plan merchant in your state or within 100 miles of your home. For other disputes you must resolve directly with the plan merchant.

14. Security Interest. To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which have not been paid for through our application of your payments in the manner described Monthly Payment. You grant us a security interest in all individual and joint share accounts and/or deposit accounts you have with us now and in the future to secure what you owe under the credit card agreement. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. Shares and deposits in an Individual Retirement Account, and any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you have given in your shares and deposits.

15. Effect of Agreement. This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions. The Credit Union can delay enforcing any of its rights any number of times without losing them.

16. Terminate This Agreement. Either the Credit Union or you may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the account balance plus any FINANCE CHARGES and other charges you owe under this Agreement. The cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all cards upon request or upon

termination of this Agreement whether by you or the credit union. Failure to surrender your cards **will result in a card recovery fee of \$75 each**, should you attempt to use the cards.

17. Statements and Notices. You will receive a statement each month showing transactions on your account. You are responsible for your minimum monthly payment even in the event your statement is late or returned to the Credit Union. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

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

19. Personal Data. You authorize us to provide Cardholder personal data to VISA U.S.A., its Members, or their respective contractors for the purpose of providing Emergency Cash and Emergency Card Replacement Services.

20. Additional Benefits/Card Enhancements. We may from time to time offer additional services to your Account, such as travel accident insurance, 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.

21. Cross Collateral. If cardholder has other loans from issuer, or takes out other loans with issuer in the future, collateral securing these loans, excluding any dwellings, will also secure the Cardholder's obligations under this agreement. Cardholder agrees to pay all costs incurred by issuer in collecting Cardholder's indebtedness or in enforcing this agreement, including attorney's fees as may be reasonable and just and also those costs, expenses and attorney's fees incurred in appellate, bankruptcy, and post-judgment proceedings.

To find out about changes in the information in this application, write us at IH Mississippi Valley Credit Union, 2500 River Drive, Moline, IL 61265. Residents of Illinois

may contact the Illinois Department of Financial & Professional Regulation for comparative information on interest rates, charges, fees and grace periods. IDFP, 320 W Washington St, FL 3, Springfield, IL 62786: 888-473-4858.

YOUR BILLING RIGHTS

- Please Read Carefully -

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

Notify Us In Case of Errors or Questions About Your Bill

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

In your letter, give us the following information: Your name and account number.

The dollar amount of the suspected error and the date. 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.

Describe attempts to resolve error with the merchant.

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 bill 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 bill that are not in question.

If we find that we made a mistake on your bill, 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 bill. 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 of the questioned amount, even if your bill was correct.

Special Rules 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:

(a) 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

(b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

READ AND RETAIN

May 2020

G-17958

Cardholder Agreement



IH Mississippi Valley Credit Union
VISA BUSINESS CASH BACK CREDIT CARD AGREEMENT

This card is issued by IH Mississippi Valley Credit Union (IHMVCU) pursuant to a license from Visa U.S.A. Inc.

The Business Owner/Officer who signed a VISA Business Cash Back Credit Card Application with **IH Mississippi Valley Credit Union** and any individual employee whose name is embossed on a VISA Business Cash Back Credit Card issued by **IH Mississippi Valley Credit Union**, agrees to the following terms and conditions in this VISA Business Cash Back Credit Card Agreement.

VISA BUSINESS CASH BACK CREDIT CARD AGREEMENT

Notice: See reverse side for important information regarding your rights to dispute billing errors.

In this Agreement the words **you** and **your** mean the Business Owner/Officer and all of those who apply for the card or all individual employees who sign the VISA Business Cash Back Credit Card application and have a card issued to them under this account. **Card** means the VISA Business Cash Back Credit Card and any duplicates and renewals we issue. **Account** means your **VISA Business Cash Back Credit Card Line of Credit** account with us. **We, Us** and **ours** means IH Mississippi Valley Credit Union.

1. Responsibility. Use of the Card or the Account will signify acceptance of the terms of the Credit Card Agreement. If we issue you a card, you agree to repay all debts, including purchases, advances, FINANCE CHARGES, Late Charges and collection costs arising from the use of the card and the card Account by you or any other person you permit to use your Account even if that person exceeds your permission. For example, you are responsible for charges made by yourself, your spouse, minor children or employees of your business and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards. 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. You agree that the Business, the Business Owner/Officer and the individual employees will be liable for charges as follows: 1) the Business Owner/ Officer is jointly and severally liable with each Individual Employee as to that Individual Employee's charges; 2) the Business Owner/Officer and each Individual Employee is individually liable as to their respective individual charges; and 3) Business Owner/ Officer is individually liable and

jointly liable with the Business for all charges made to the Account.

2. Liability rule for unauthorized use-Lost/Stolen Card Notification.

If you believe the Card has been lost, stolen or compromised, you will immediately call the Credit Union at (309) 793-6200 or (800) 722-0333. You agree to notify us immediately, orally or in writing of the loss, theft or unauthorized use of your credit card. Liability for lost/stolen VISA cards is \$0. The Credit Union has the right to make exceptions to the preceding conditions, if it can determine that you have been negligent or fraudulent in handling the card or account, you may be liable for unauthorized transactions. Such liability does not apply to electronic funds transactions. Any fraud claims must be submitted in writing by your authorized officer with any documentation to us at I.H. Mississippi Valley Credit Union, Attn: Credit Card Services, P.O. Box 1010, Moline, IL 61266-1010

3. Credit Line. If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to the principal. You may request an increase in your Credit Line only by written application to us by the Business Owner/Officer, which must be approved by our loan officers. By giving you written notice our loan officer may reduce your Credit Line from time to time, or with good cause, revoke your card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse reevaluation of your creditworthiness. You also agree to advise us of any change in your financial condition which may affect your creditworthiness. You agree that you will update the credit information you have provided us, from time to time, on our request.

4. Credit Information. You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing.

5. Monthly Payment. Every month you must pay at least the Minimum Payment on or before the scheduled monthly due date. By separate agreement you may authorize us to charge the minimum payment automatically to your share or share draft account with us. You may, of course, pay

more frequently pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce the finance charge by doing so. The Minimum Payment will be either (a) 4% for your Total New Balance or \$20, whichever is greater, or (b) your Total New Balance, if it is less than \$20 plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remain unpaid and the Total of Account Penalties. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand.

6. Finance Charges. In order to avoid finance charge on purchases made since your last statement date, you must pay the total new balance shown on your statement within 25 days of the statement closing date. Otherwise, finance charges on purchases are calculated from the beginning of the next statement period on previously billed but unpaid purchases and on new purchases from the date they are posted to your account. Cash advances are always subject to FINANCE CHARGES from the date they are posted to your account. FINANCE CHARGES are calculated at the periodic rate per month or Annual Percentage Rate, on the average daily principal balances of purchases and cash advances on the account. The principal balances of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of your Previous Balances, reduced by payments you make and credits we apply, and increased by purchases and cash advances you make and debit adjustments we make during the statement period. The daily principal balances are totaled, and divided by the number of days in the statement period, to produce separate average daily principal balances for purchases and cash advances to which the periodic rate is then applied.

The Annual Percentage Rate that is used to compute the finance charges is variable and may change monthly. The Annual Percentage Rate is based on the index of the Wall Street Journal Prime Rate as published on the 15th day of the month prior to the first day of each statement period plus 4%. The rate adjusts on the first day of each statement period. Annual Percentage rate is divided by 12 to equal the periodic rate per month.

7. Late charge. If you are 10 days late in making a minimum Monthly payment, you will be charged a late fee. Your late fee will be one of the following: a) \$25.00 if your past due minimum payment is \$25.00 or more, b) equal to your past

due minimum payment if your past due minimum payment is less than \$25.00.

8. Other charges. Returned Check: \$25.00. Card Replacement: \$10.00. Draft Copies: \$6.00. Cash Advances are subject to a cash advance fee of either \$5.00 or 2% of the amount of each transaction, whichever is greater. These fees will be added to other amounts which are subject to a FINANCE CHARGE, as described in the same manner as Cash Advances. The following transactions will be treated as cash advances:

- * Using your Card to obtain cash from a participating Automated Teller Machine("ATM");
- * Using your Card to obtain cash from a participating financial institution;
- * Using a check drawn on the Account;
- * Obtaining money orders, travelers checks, foreign currency, lottery tickets, casino chips, vouchers redeemable for cash or similar items;
- * Balance Transfers

9. Default. You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default when something happens which the Credit Union believes may substantially reduce your ability to repay what you owe. When you are in default, the Credit Union has the right to demand immediate payment of your full account balance without notice. If immediate payment is demanded, you will continue to pay FINANCE CHARGE, at the periodic rate charged before default, until what you owe has been paid and any shares that were given as security will be applied towards what you owe. You agree to pay reasonable collection expenses, including card recovery fee, court costs and/or collection agency fees and costs to the extent allowed by applicable laws or regulations. You understand that a contingency or hourly fee arrangement may be established under an agreement entered into by the Credit Union with a collection agency to collect amounts due under this agreement if you are in default and you hereby agree that any such fee arrangement is reasonable.

10. Using The Card. All applicants agree that the Account will be used primarily for business purposes, and not personal, family, or household purposes. You may use the card issued to you to make purchases in person, by mail, by telephone or over the internet from merchants and others who accept the VISA credit card. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program and from automated teller machines (ATMs) that accept the VISA card (participate in the PLUS systems network). Not all ATMs provide such access. The reverse side of your credit card identifies any other ATM networks that you may access. You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the card. The daily limit for cash advances from all participating ATMs is up to your available credit limit, but no more than \$998.00. Your VISA card may not be used for any illegal transaction. This may include online gambling services on the Internet. Internet gambling may be illegal in the jurisdiction in which you, the cardholder, are located, including locations within the United States. Display of a payment card logo by an online merchant does not mean the Internet gambling transactions are lawful in all jurisdictions in which you may be located.

11. Foreign Transactions. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The conversion rate to dollars will be at (1) the wholesale market rate or (2) the government mandated rate, whichever is applicable, in effect on day prior to the processing date, increased by one percent (100 basis points). The Credit Union has no control over the conversion rate. Effective April 2005, the exchange rate 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 or minus any adjustment determined by the Credit Union.

12. Copies of Documentation. You will be charged a fee for each copy of a draft or monthly statement that you request from us.

13. Plan Merchant Disputes. We are not responsible for the refusal of any plan merchant or financial institution to