

This Business Credit Card Agreement (“Agreement”) governs the VISA Business Credit Card Account (“Account”) that San Francisco Fire Credit Union (“Credit Union”), a California nonprofit mutual benefit corporation with its principal place of business at 3201 California Street, San Francisco, California, established for use by the business identified above (“Cardholder”). Use of the Account constitutes Cardholder’s acceptance of the terms and conditions of this Agreement. Cardholder acknowledges that this Account will be used for business purposes only, and not for personal, family or household purposes.

1. **Promise to Pay.** Cardholder, and any individual who personally guarantees payment of the Account (a “Guarantor”), agree to pay Credit Union, when due, the total of all purchases and other advances made on the Account, plus any finance charges or other charges incurred. Credit Union will send Cardholder a monthly statement. Cardholder will make payments in U.S. Dollars, using payment instruments drawn on U.S. financial institutions, at the address designated by Credit Union on the monthly billing statements. Should Cardholder fail to pay as agreed, Cardholder agrees to pay reasonable collection costs that Credit Union incurs, including attorney’s fees.
2. **Minimum Payment Requirement.** Cardholder will pay each month a minimum of the greater of (a) 3% of the outstanding balance shown on the monthly statement each month (excluding disputed charges), or (b) \$20. If the balance is less than \$20, the minimum monthly payment will equal the balance amount.
3. **Account Use.** Credit Union will issue up to three credit cards (“Card”) in the individual names requested by Cardholder. The individual whose name is embossed on each Card is called an “Authorized User” and may conduct transactions using the Card. The name of the business identified above will also be embossed on the Card. Each Card will have a unique 16-digit account number.

The Account is a revolving line of credit. The Cardholder may borrow up to the credit limit, pay down the balance, and borrow again up to the credit limit as long as the Account is in good standing and the Cardholder is not in default on any obligation to Credit Union.

Authorized Users, or persons to whom Authorized Users give permission to use the Cards, will be able to use the Cards to make purchases at participating merchants and obtain cash advances at Credit Union and other participating financial institutions. If a PIN is requested and issued, the Cards can also be used at ATMs displaying the Card logo to obtain cash advances. If the Cardholder has a Credit Union Checking Account and Credit Union and Cardholder agree in writing to establish this Account as a source of overdraft protection for Cardholder’s Credit Union Checking account, Credit Union will, if this Account has credit available, make a loan advance on this Account in an amount sufficient to cover any Checking Account transaction that would otherwise draw the Checking Account balance negative. Any person authorized to sign on the Cardholder’s Checking Account can obtain an overdraft advance, even if he or she is not an Authorized User of this Account. Credit Union can unilaterally discontinue overdraft protection if Cardholder attempts to use overdraft protection to make payments on this Account or on any other obligation to Credit Union or Credit Union otherwise reasonably believes that Cardholder is making improper use of overdraft protection, such as for kiting. The Account may not be used for illegal transactions such as illegal online gambling. Credit Union has the right, but not the obligation, to refuse to honor any transaction Credit Union reasonably believes to be illegal, or to terminate the Account if it is used for unlawful transactions. The Cardholder, however, has ultimate responsibility for determining the legality of transactions made using the Account. The

Cardholder cannot use the actual or alleged illegality of an authorized transaction as a defense to the obligation to pay the charge.

4. **Credit Limit.** Credit Union will establish the credit limit on this Account. Within the limit for the Cardholder, cards may be issued to Authorized Users at lower limits. The Cardholder credit limit will be shown on each monthly Account statement sent to the Cardholder. For Accounts with more than one Authorized User, transactions will be listed on the monthly statement by Authorized User. Should an attempted transaction (including an overdraft protection transaction, if that service is in effect for Cardholder) exceed the credit limit, Credit Union may decline the transaction or may advance an amount that exceeds the credit limit. Any attempt to exceed the credit limit, whether or not the charge is permitted, may be subject to a fee. Please refer to the current version of the “San Francisco Fire Credit Union Business Fee Schedule.” Credit Union can close this Account for repeated transactions that exceed the credit limit.
5. **Finance Charges.** Credit Union will assess finance charges on the Account each month. Total finance charges each month will consist of (a) transaction and activity fees (if any) such as cash advance fees, and (b) interest, which is calculated for each billing cycle. Credit Union arrives at the interest component of the finance charge by first calculating the average daily principal balance for the statement period. To do this, Credit Union obtains the balances for each day of the statement period by adding any cash advances or purchases to, and subtracting any payments or credits from, the previous day’s balance. Then Credit Union adds up the daily balances for each day of the statement period and divides that total by the number of days in the statement period to get the Average Daily Balance. Then Credit Union multiplies the Average Daily Balance by the Monthly Periodic Rate (1/12 of the Annual Interest Rate) to determine the interest component of the finance charges for the statement period. Interest on cash advances accrues from the date each transaction posts to the Account.
6. **Annual Percentage Rate.** The Annual Percentage Rate that Credit Union assigns to the Account may be fixed or variable. The Annual Percentage Rate applicable to this Agreement as of account opening is shown at the top of this Agreement. If the Annual Percentage Rate increases, the interest component of the finance charge (if any) will increase and your minimum payment may be greater.

If the Annual Percentage Rate is fixed, Credit Union may change the rate by giving the Cardholder advance notice required by law. If the Annual Percentage Rate is variable, Credit Union may change the formula used to calculate the rate by giving the Cardholder advance notice required by law. If the Cardholder wishes to avoid a change in a fixed Annual Percentage Rate or a variable rate formula, the Cardholder may pay off the balance in full and close the Account to future borrowing.

7. **Rate of Interest if Delinquent or if in Default.** Per the Section titled “Credit Union’s Rights Upon Cardholder Default” below, interest rates may change in the event of default.
8. **Grace Period for Purchases.** Cash advances and overdraft protection advances will begin to accrue Finance Charges as soon as Credit Union posts them to the Account. There is no grace period. Purchases are subject to a 25 day grace period if at the end of the previous month the Account had no outstanding balance or if the Account was paid in full as of the previous month’s payment due date.
9. **Transaction Charges.**
 - a. Card Changes and Replacements. Credit Union will not charge a fee for issuing replacements Cards at Credit Union’s initiative, for example if we issue replacements for expiring Cards. Credit Union will charge a fee of \$5.00 per card issued to Authorized Users in excess of three per Cardholder and \$5.00 per replacement or stolen card.
10. **Other Charges.**
 - a. Late Payments. If the payment is more than \$15 days past due, Credit Union will add a \$15.00 charge to the Account balance.
 - b. Returned Payments. If a non-cash item presented for payment on the Account is returned by the paying financial institution for any reason, Credit Union will add a charge of \$25.00 to the Account balance.
 - c. Insufficient Funds. If the Cardholder sets up automatic payments on the Account from any source and the source does not have sufficient available funds to make the payment when due, Credit Union will add a charge of \$25.00 to the Account balance.
 - d. Account Research. Credit Union will add a fee to the Account balance of \$25.00 per hour of research time spent on the Account at the Cardholder’s (\$25.00 minimum). Credit Union will waive the fee if the research reveals an error by Credit Union or a merchant or financial institution charging the Account.
 - e. Copying. Credit Union will add a fee to the Account balance of \$1.00 per copy of a credit card transaction slip, a non-cash item presented to pay the Account, or a periodic billing statement.
11. **Processing of Payments.** Credit Union will generally post payments received on the Account on the business day of receipt. Business days are Monday through Friday excluding holidays. A payment received after 6:00 p.m. on a business day or received on a non-business day will be posted on the next business day. Credit Union reserves the right to delay making the credit limit available, or to delay refunding credit balances, until final collection of non-cash items presented for payment on the Account.
12. **Foreign Transactions.** For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be (a) 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 (b) the government-mandated rate in effect for the applicable central processing date.
13. **Credit Union’s Right and Obligation to Follow Cardholder Instructions.** Credit Union can, and will be obligated to, follow the authenticated instructions of any person designated by the Cardholder on the application or any subsequent change in authorization for the Account on any subject related to the Account, including but not limited to honoring any request to make a loan advance (if credit is available), change the designated Authorized Users of the Account, or close the Account. Should Credit Union receive conflicting instructions, Credit Union has the right to refuse to make further loan advances or make any changes in authorization until Credit Union receives consistent written instructions from all persons designated on the application or a valid court order.

14. **Cardholder Default.** The following events are Cardholder defaults under this Agreement.
- Cardholder's failure to make payments when due.
 - Cardholder's breach of any term of this Agreement.
 - Cardholder's breach of any other agreement with Credit Union.
 - The initiation of a bankruptcy or other insolvency proceeding in which Cardholder or any Guarantor of Cardholder's obligations is the debtor.
 - A material decline in the financial condition of Cardholder or any Guarantor.
 - Presentation of items for payment of the Account that are returned unpaid for any lawful reason.
 - The failure of Cardholder or any Guarantor to provide financial information upon request by Credit Union.
15. **Credit Union's Rights Upon Cardholder Default.** If Cardholder defaults under this Agreement, Credit Union may do any or all of the following, with or without notice to Cardholder:
- Close this Account and/or any other account Cardholder maintains with Credit Union;
 - To the extent allowed by law, take any Credit Union shares in which Cardholder or any Guarantor of Cardholder's obligation under this Agreement has an interest to recover all or part of the amount Cardholder owes Credit Union;
 - Demand that Cardholder immediately pay in full the balance of this Account or any other obligation Cardholder has to Credit Union;
 - Raise the Annual Percentage Rate on this Account; or
 - Increase fees on this Account.
16. **Termination of Account.** Either Credit Union or the Cardholder can terminate the Account for any lawful reason by giving any notice required by law or this Agreement. If an Account has no transactions for six months and no outstanding balance, Credit Union can terminate the Account for inactivity. Upon termination, Cardholder agrees to destroy all issued Cards. Termination of the Account will not relieve Cardholder or any Guarantor of the obligation to pay any balance outstanding as of the effective date of the termination according to the terms of this Agreement. Interest on outstanding balances will continue to accrue at the rate called for by this Agreement until paid in full, even after termination of the Account, regardless of the reason for termination.
17. **Changes in Terms.** Credit Union can change the terms of this Account at any time by notifying Cardholder in writing. Unless prohibited by law, any changes in terms will apply to any balance outstanding as of the effective date of the change as well as to future borrowing. No change in terms, extension of payment terms, or release from any obligation to pay will be valid unless made pursuant to (a) a written change in terms notice from Credit Union, (b) a written agreement between Cardholder and an authorized Credit Union employee, or (c) a court order in an action to which Credit Union is a party. Credit Union may delay exercising its rights without waiving them.
18. **Liability for Unauthorized Use.** Consistent with VISA® operating rules governing U.S. card issuers, Cardholder will generally have no liability for unauthorized use of Cards as long as Cardholder and Authorized Users exercise reasonable care in handling Cards and Cardholder reports any unauthorized use within 60 days after the first statement showing unauthorized activity was mailed to Cardholder. Failure to exercise reasonable care may result in Cardholder liability for up to \$50 in unauthorized use of Cards. Failure to timely report unauthorized use may result in Cardholder liability for all unauthorized use.

Cardholder is responsible for notifying Credit Union of any changes in Authorized Users. Cardholder is responsible for all use of the Account by Authorized Users, even if (a) the Authorized User is no longer associ-

ated with Cardholder and (b) as long as the use is within the credit limit associated with a Card, even if the Authorized User exceeds the Cardholder's permission to use the Account. If Cardholder wishes to discontinue an Authorized User's ability to use the Account, Cardholder must notify Credit Union in writing to terminate the Card issued to that Authorized User. Cardholder, not Credit Union, is primarily responsible for supervising Authorized Users' activity on the Account.

To notify Credit Union of unauthorized use or to block access to the Account, please call (415) 674-4800 or 1 (888) 499-FIRE (3473) or write Credit Union at 3201 California Street, San Francisco, CA 94118, or visit any Credit Union office during normal business hours.

19. **Reporting Lost or Stolen Cards.** The Cardholder agrees to immediately call (415) 674-4800 or 1 (888) 499-FIRE (3473) to notify Credit Union if Cards on the Account are lost or stolen, and to confirm the oral report in writing by sending a letter to San Francisco Fire Credit Union, 3201 California Street, San Francisco, CA 94118. After the Cardholder reports a Card lost or stolen, Credit Union will require that any replacement Card be issued under a new card number.
20. **Billing Errors.** Cardholder agrees to notify Credit Union of any billing errors within 30 days after the date of the first statement on which the error appeared. Credit Union will not be responsible for any errors after 30 days. If Credit Union is unable to resolve an error, the Cardholder must resolve the dispute directly with the merchant or financial institution.
21. **Cardholder Contact Information Changes.** Cardholder agrees to notify Credit Union immediately of any change in the name, address, or telephone number of Cardholder or any Guarantors of Cardholder's obligations under this Agreement.
22. **Changes in Guarantors.** If Credit Union has required any individual to personally guarantee Cardholder's obligations under this Agreement, and either the Cardholder or the Guarantor wishes that individual to be relieved of his or her obligations as Guarantor, either Cardholder or the Guarantor may notify Credit Union in writing. The Guarantor will remain obligated for all amounts borrowed under this Agreement up to the time Credit Union receives the Guarantor's notice unless Credit Union agrees in writing to release the Guarantor. Credit Union has the right to require Cardholder to provide an acceptable substitute Guarantor or close the Account.
23. **Governing Law.** This Agreement is made in California and California law will govern its interpretation. Cardholder consents to jurisdiction and venue before California courts or non-judicial arbitration bodies.
24. **Integration; Severability.** This is the parties' entire agreement and supersedes all prior oral and written agreements. Changes in terms may take place only as specified in this Agreement. If any provision of this Agreement is unenforceable, the remaining provisions will continue in effect.
25. **Attorney's Fees.** The prevailing party in any legal or equitable action arising out of this Agreement will recover its reasonable attorney's fees and costs in addition to any other remedy the court finds proper.
26. **Dispute Resolution.** By opening an Account, Cardholder agrees that any disputes with Credit Union related to the Card will be resolved on an individual rather than a class basis. Any court or non-judicial alternative dispute resolution service provider will have authority to award the same remedies that would be available in a court of law. BOTH CREDIT UNION AND CARDHOLDER EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL.

VISA

BUSINESS CREDIT CARD

AGREEMENT AND DISCLOSURE STATEMENT



SF Fire Credit Union