



## VISA® Business Platinum

### Important Information

#### VISA Credit Card Agreement

**In this Agreement the words, “you” and “your” mean each and all of those who agree to be bound by the Agreement, “Card” means the VISA credit card and any duplicates, renewals, or substitutions the Credit Union issues to you; “Account” means your VISA business credit card line of credit account with First Commonwealth Federal Credit Union, and “Credit Union” means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement.**

1. **Using Your Business Account:** If a Business Account is approved, the Credit Union will establish a line of credit on behalf of the business and will notify the business of the approved credit limit. You agree that your credit Limit is the maximum amount (purchases, balance transfers, cash advances, finance charges, plus “other charges”) that you will have outstanding on your Account at any 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 request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.
2. **Using Your Card:** You may use your Card to make purchases from merchants and others who accept VISA Cards. In addition, you may make balance transfers or obtain cash advances, if the business elects to authorize such requests, from the Credit Union and from other financial institutions that accept VISA Cards, and from some automated teller machines (ATMs). (Not all ATMs accept VISA Cards.) 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 agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law.
3. **Illegal Use and Internet Gambling:** You agree that all transactions that you initiate by use of your card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. You agree to repay according to the terms of this Agreement all transactions you initiate by use of your card, whether deemed legal or illegal.
4. **Responsibility:** You agree to pay all charges (purchases, balance transfers, and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you made with the Credit Union.
5. **Finance Charges:** You have a twenty-five (25) day grace (no finance charge) period on your purchase balance and for new purchases if you paid the Total New Balance on your last statement by the end of the grace period. You also have a twenty-five (25) day grace period for new purchases if you did not have an outstanding balance on your last statement. The grace period starts on the first day of the next billing cycle. If you do not pay the Total New Balance, which includes the purchase, balance transfers, and cash advance balances, by the end of the grace period a Finance Charge will be imposed on the unpaid balances. The Finance Charge will be imposed from the first day of the billing cycle, and on the new purchases from the date they are posted to your account. A Finance Charge is imposed on balance transfers and cash advances from the date they are posted to your account.
 

Separate average daily balances are calculated for purchases, balance transfers, and cash advances. The finance charge is calculated by multiplying the average daily balances by a daily periodic rate, which is the current rate divided by 365. THE ANNUAL PERCENTAGE RATE is subject to change monthly to reflect any change in the Index and will be determined by the Prime Rate on the last Tuesday of each month if it is a business day (if not, the next business day) as published in The Wall Street Journal “Money Rates” table plus 5.00%. The ANNUAL PERCENTAGE RATE will never be less than 9.00% or greater than 18.00%. Any increase in 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 upon comparable information.

To get each average daily balance, the daily balances for purchases, balance transfers, and cash advances for the billing cycle are added and the totals are divided by the number of days in the cycle. To get the daily balance for balance transfers and cash advances, new balance transfers and cash advances are added to the day’s beginning balances
- and payments and credits are subtracted. To get the daily balance for purchases, new purchases are added to the day’s beginning balance and payments and credits are subtracted. Fees are not included in the calculation of the average daily balance. Finance charges will continue to accrue on your Account until what you owe under this Agreement is paid in full.
6. **Other Charges:** The following other charges (fees) will be added to your Account, as applicable:
  - a. **Late Payment Fee:** A late charge of \$25.00 will be added to your account if you are late in making a payment.
  - b. **Card Replacement Fee:** You will be charged \$10.00 for each replacement card that you request.
  - c. **Collection Costs:** You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorney’s fees.
  - d. **Inactivity Fee:** If the card is not used annually, the Credit Union may elect at its discretion to charge a \$25.00 fee to your account.
  - e. **Over-the-Credit-Limit-Fee:** You will be charged a fee of \$30.00 if your new balance, less any fees imposed, is over your credit limit. You may be charged the fee for each purchase, balance transfer, or cash advance occurrence causing your new balance to exceed or remain above your credit limit.
  - f. **Foreign Transaction Fee:** For any foreign currency transaction, you will be charged .80% of each single currency transaction in U.S. dollars, and 1.00% of each multiple currency transaction in U.S. dollars.
7. **Payments:** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than twenty-five (25) days from the statement closing date, whichever is later. If your statement says the payment is “Now Due,” your payment is due no later than twenty-five (25) days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 2% of your Total New Balance, or \$25.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.
8. **Payment Allocation:** Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses. We may accept checks marked “payment in full” or with words of similar effect without losing any of our rights to collect the full balance of your account with us.
9. **Security Interest: AS A CONDITION OF CREDIT UNION'S OPENING YOUR ACCOUNT AND YOUR USE OF THIS CARD, YOU HEREBY GRANT TO CREDIT UNION A SECURITY INTEREST IN ALL SHARES, DEPOSITS AND OTHER FUNDS ON DEPOSIT WITH CREDIT UNION IN WHICH YOU HAVE AN OWNERSHIP INTEREST (other than an IRA or other account where this security interest would cause the loss of tax-exempt or tax deferred status). THE SECURITY INTEREST IS FOR ALL AMOUNTS OWED TO CREDIT UNION UNDER THE TERMS OF THIS AGREEMENT. IF YOU ARE IN DEFAULT UNDER ANY TERM OF THIS AGREEMENT, CREDIT UNION SHALL HAVE A RIGHT TO IMMEDIATELY SEIZE YOUR SHARES, DEPOSITS AND/OR OTHER FUNDS WITHOUT NOTICE OR DEMAND TO YOU AND TO APPLY SUCH FUNDS TO THE AMOUNTS OWED TO CREDIT UNION.**
10. **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 if something happens that 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 giving you notice. If immediate payment is demanded, you agree to continue paying finance charges, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your Account may be applied towards what you owe.

11. **Security Precautions:** First Commonwealth Federal Credit Union advises all debit card and credit cardholders to please exercise discretion when using an ATM. There are risks of using a PIN at an ATM terminal that has been modified, has a suspicious device attached, may not be genuine, or is otherwise operating in a suspicious manner. Therefore, please contact us if you know of or suspect any problem with a facility or ATM. For instance, let us know if a light is not working or there is any damage to a facility or ATM. Report any suspicious activity or crimes to both the operator of the facility/ATM and local law enforcement officials immediately.
12. **Liability for Unauthorized Use - Lost/Stolen Card Notification:** You agree to notify us immediately, orally, or in writing at P.O. Box 20450, Lehigh Valley, PA 18002-0450 or telephone the Credit Union directly at 610-821-2400 or 888-821-2400 extension 6772, Monday through Friday, 8:00AM – 5:00PM (EST) or 855-710-3064 (domestic) and 303-967-1096 (international) 7 days a week, 24 hours a day, of the loss, theft, or unauthorized use of your Credit Card. You may be liable for the unauthorized use of your Credit Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your credit card, unless you are grossly negligent in the handling of your card. In any case, your liability will not exceed \$50.
13. **Changing or Terminating Your Account:** The Credit Union may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law and specified in the notice to you, the change will apply to your existing Account balance as well as to future transactions.

Either you or the Credit Union 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 and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized.

The Card or 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 the Agreement whether by you or the Credit Union. 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.
14. **Credit Information:** You authorize the Credit Union to investigate your business's credit standing when opening or reviewing your Account. You authorize the Credit Union to disclose information regarding your business Account to credit bureaus and creditors who inquire about your credit standing.
15. **Returns and Adjustments:** Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip, which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases, balance transfers, and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six (6) months.
16. **Additional Benefits/Card Enhancements:** The Credit Union 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 the Credit Union is not obligated to offer such services and may withdraw or change them at any time.
17. **Foreign Transactions:** Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by VISA International. 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 issuer.
18. **Merchant Disputes:** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. The Credit Union is 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 the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within one hundred (100) miles of your business address.

19. **Effect of Agreement:** This Agreement is the contract, which applies to all transactions on your business Account even though the sales, balance transfers, cash advances, credit or other slips you sign or receive may contain different terms.

20. **No Waiver:** The Credit Union can delay enforcing any of its rights any number of times without losing them.

21. **Statements and Notices:** 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.

22. **VISA Rules:** You agree that your Account shall be subject to all applicable rules and regulations of VISA, as applicable, as well as all applicable laws. If there is any conflict between the provisions of this Agreement and the rules and regulations of VISA, the rules and regulations of VISA shall apply.

23. **Final Expression:** This Agreement is the final expression of the terms and conditions of this VISA line of credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

24. **Copy Received:** You acknowledge that you have received a copy of this Agreement.

### **BILLING RIGHTS SUMMARY 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 sixty (60) days after we 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 business name, the primary contact's name, and the business 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.

### **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 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 an 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 (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 bill. And, we must tell you the name of anyone to whom we have reported you. 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 \$50.00 of the questioned amount, even if your bill was correct.

### **Special Rule 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 (2) limitations on this right:

- a) You must have made the purchase in your home state or, if not within your home state, within one hundred (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.