Dow CREDIT UNION
dowcreditunion.org
Insured by NCUA

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BUSINESS VISA® CREDIT CARD AGREEMENT & DISCLOSURE

INTEREST RATES AND INTEREST CHARGES	
Annual Percentage Rate (APR) for Purchases	**10.74%** After that, your APR will vary with the market based on the Prime Rate.
Annual Percentage Rate (APR) for Cash Advances	**10.74%** After that, your APR will vary with the market based on the Prime Rate.
Annual Percentage Rate (APR) for Balance Transfers	**0.00%** Introductory APR for the first 15 billing cycles after account opening, on transfers initiated within 90 days of card opening. After that, your APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases (including balance transfers) if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	**None**

FEES	
Annual Fee	**None**
Introductory Balance Transfer Fees	The greater of **$25.00 or 5% of the amount of the balance transfer**
Transaction Fees • International Transaction Fee	**$0.00**
Penalty Fees • Late Payment Fee • Return Payment Penalty Fee	Up to **$25.00** Up to **$25.00**
Other Fees • 2-Day Rush Card Fee • Payment by Phone Fee	**$30.00** **$ 5.00**

How We Will Calculate Your Balance: We use a method called "Average Daily Balance (excluding new purchases)."

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in Additional Disclosures Required by Federal Law.

Frequently Used Terms:

For the purposes this document, "Agreement" is defined as all disclosures and terms that are included in the BUSINESS VISA CREDIT CARD AGREEMENT & DISCLOSURE.

In this Agreement, "you" and "your" mean the company/entity, each guarantor, and any person who accepts this agreement or uses the card.

Additional Disclosures Required by Federal Law

1. **ADJUSTABLE INTEREST RATE and INTEREST CHARGES**: This section explains how we calculate rates applicable to your account. This VISA loan has a variable rate, which means that your APR may increase or decrease each billing cycle while you maintain your account with us. **(A) The Index**: The APR is subject to change each billing cycle based on an increase or decrease in the Prime Rate Index (hereafter, Prime). Prime is the highest Prime Rate Index published in The Wall Street Journal "Money Rates" section on the 13th day of each month. If the Wall Street Journal is not published on that day, then we will use the immediately preceding edition. If Prime is no longer available, we will choose a new index that is based upon comparable information. We will give you notice of this choice.

   (B) Calculation of Interest Charges: We calculate your APR for Purchases, Balance Transfers, and Cash Advances by adding 3.74%, an amount which we call the Margin, to the Prime. Even if the Margin and Prime could be higher, the rate on any transaction type will not exceed 24.99% APR. Purchases, Balance Transfers, and Cash Advances made on your Account will be subject to an INTEREST CHARGE at a Daily Periodic Rate of 0.0294%, which corresponds to an **ANNUAL PERCENTAGE RATE** (APR) of **10.74%**.

   (C) Change Date: Your new interest rate will become effective on the first date of your billing cycle. The billing cycle and changes in your APR will be provided to you on your periodic statement or through a separate notice.

   (D) Introductory Balance Transfer Rate Change and Introductory Balance Transfer Fee: Balance Transfers made on your account within 90 days of account opening will be subject to an INTEREST CHARGE at a Daily Periodic Rate of .0000%, which corresponds to an **ANNUAL PERCENTAGE RATE** (APR) of **0.0000%**. The Introductory Balance Transfer rate will be applicable for 15 billing cycles from the account opening. Introductory Balance transfers will have a fee of the greater of $25 or 5% of the amount of the balance transfer. After the first 15 billing cycles is complete, the portion of the

balance transfers remaining that qualified for the introductory APR of 0.0000% will then be subject to a finance charge at th e Adjustable Interest Rate that will vary with the market based on Prime plus the Margin.

(E) Introductory Balance Transfer Offer Exclusion: Existing Dow Credit Union credit card and loan balances are not eligible for introductory balance transfer offers.

(F) Introductory Balance Transfer Offer Expiration: Beginning on the first day after the account has been open for 90 days, new balance transfers no longer qualify for the Introductory Balance Transfer rate.

2. To avoid paying INTEREST CHARGES on the balance of **Purchases** (including Balance Transfers) reflected on your monthly statement and, on any new purchases appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The Grace Period for the New Balance extends to the Payment Due Date; the Grace Period is the time between the end of a Billing Cycle and the payment due date, during which you can pay your New Balance in full without being charged interest. The INTEREST CHARGES for a Billing Cycle are computed by applying your 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 Billing Cycle. Each daily balance of Credit Purchases is determined by subtracting from the Previous Balance of Credit Purchases any payments received and credits as posted to your account, but excluding any unpaid Interest Charges and New Purchases.

   The INTEREST CHARGE on **Cash Advances** begins to accrue on the date you obtain the Cash Advance or the first day of the Billing Cycle in which it is posted to your account, whichever is later. The INTEREST CHARGES for a Billing Cycle are computed by applying your Monthly Periodic rate to the Average Daily Balance of Cash Advances. To get the Average Daily Balance, we take the beginning balance of your Account e ach day, add any new Cash Advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the Daily Balance. Then we add up the Daily Balances for the Billing Cycle and divide the total by the number of days in the Billing Cycle.

   You can always keep the INTEREST CHARGE to a minimum by making payments, whatever the amount, as promptly and as often as pos sible.

3. MINIMUM PAYMENT: We will mail you a statement every month showing your Previous Balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the New Balances of Purchases and Cash Advances, the Total New Balance, the INTEREST CHARGE due to date, and the Minimum Payment required. Every month you promise to pay at least the Minimum Payment by the date listed and to the address shown on your statement. 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 INTEREST CHARGE by doing so. The Minimum Payment will be either (a) 2% of your total New Balance, or $25.00, whichever is greater, or (b) your total New Balance, if it is less than $25.00 plus (c) any portion o f the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your total New Balance exceeds your Credit Line, you agree to immediately pay the excess.

4. FEES AND CHARGES: You agree to pay the various fees and charges related to this Agreement and included in the Rate and Fee Sc hedule that is accessible to members upon request. You agree to pay any related charges that are imposed as a result of your use of the Business VISA Credit Card or an ATM. Current fees associated with the VISA Credit Card include:
   - Late Payment: If the required minimum payment due under this Agreement is not paid within five days after the Closing Date subsequent to the Payment Due Date, your account may be charged, and you agree to pay, LATE PAYMENT FEE of **$25.00.** No further late charges will be imposed after this Agreement has become due and payable in full due to default as specified in the section of the Agreement entitled "Default.
   - Return Payments: If your payment is not honored by your Financial Institution, a RETURN PAYMENT PENALTY FEE of up to **$25.00** may be assessed. Checks returned NSF (Non-Sufficient Funds) or UCF (Uncollectible Funds) are subject to electronic ACH representment.
   - International Transaction Fee: **$0.00**
   - 2-Day Rush Card Fee: In general, there is no fee for lost card replacement. However, if you ask us to expedite the delivery of a replacement card, your account may be charged, and you agree to pay, a 2-Day Rush Card Fee of **$30.00**.
   - Payment by Phone Fee: If you call us and ask us to apply a payment to your account, your account may be charged, and you agree to pay, a Payment by Phone Fee of **$5.00**.

SECURITY INTEREST. THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF CREDIT UNDER THIS AGREEMENT. YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL ACCOUNTS THE COMPANY AND EACH GUARANTOR, AS DESIGNATED IN THE AGREEMENT OF GUARANTOR, HAS WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENDED UNDER THIS AGREEMENT. YOU ALSO AGREE THAT WE HAVE SIMILAR STATUTORY LIEN RIGHTS UNDER STATE AND/OR FEDERAL LAW. IF YOU ARE IN DEFAULT, WE CAN APPLY SHARES AND DEPOSITS TO THE AMOUNT YOU OWE. Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given are not subject to this security interest. If you have other loans with us, collateral securing such loans may also secure your obligations under this Agreement, unless that other collateral is your principal residence or non-purchase money household goods.

TERMS GOVERNING THE USE OF YOUR CARD

THIS IS YOUR AGREEMENT WITH DOW CREDIT UNION REGARDING RIGHTS AND RESPONSIBILITIES ASSOCIATED WITH YOUR BUSINESS VISA CREDIT CARD. PLEASE READ THIS DISCLOSURE CAREFULLY TO BE FAMILIAR WITH YOUR RIGHTS AND RESPONSIBILITIES. IT IS IMPORTANT TO RETAIN THIS NOTICE FOR FUTURE REFERENCE AND TO NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

1. **WORDS OFTEN USED IN THIS AGREEMENT.** The word "Agreement" means this Dow Credit Union Business VISA Credit Card Agreement. In this Agreement, "you" and "your" mean the company/entity, each guarantor and any person who accepts this agreement or uses the card. "Card" means the Business VISA Credit Card or Cards, and any duplicates and renewals thereof, or substitutions thereof, we may issue to you. "Account" means your Business VISA Credit Card Account (Account) with us. "We," "us" and "ours" means or refers to Dow Credit Union, or its Successors. Responsible Individuals are individuals that the company/entity has appointed to terminate, suspend, or agree to service changes related to this agreement and to appoint **Cardholders.** Cardholders are individuals who have been assigned a card by a Responsible Individual. Persons who have been issued a card may be referred to as a "Cardholder".
2. **SINGULAR AND PLURAL**. Wherever the singular is used in the Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.
3. **THIS IS YOUR CONTRACT WITH US.** When your application is accepted by us, it becomes a binding contract.
4. **ACCOUNT PURPOSE**: The Borrower guarantees the Business Visa Credit Card account is for business use, not personal use.
5. **CONTROL ACCOUNT and SUB-ACCOUNT:** The "Control Account" is the main, central account for billing and payment, linked to individual cardholder cards (Sub-Accounts), consolidating all spending into one ledger for the business to manage and pay; the Control Account defines the primary responsibility and financial hub for all card activity, even though Cardholders have separate cards. The Control Account is where a ledger for all charges, the aggregate of all Sub-Account transactions, is detailed on a Periodic Statement. The Borrower must manage payments through the main Control

Account. When you use the Card or assign a Cardholder(s) to a Sub Account Card, you promise to abide by the terms of this Agreement including all applicable laws. This Agreement is a Truth-in-Lending Disclosure Statement as well as a contract.

6. **SIGN THE CARD AND KEEP THIS AGREEMENT.** You must direct all Cardholders to sign the issued card before you use it. By the use of an issued Card, you are agreeing to comply with the terms of this Agreement. However, your liability under this Agreement does not depend on whether you sign your Card. You should read this agreement and keep a copy for future reference.
7. **USING THE CARD.** We will send you a Card or Cards as you have directed. As soon as received, each Card must be signed (in the space provided on the back) by the person whose name is printed thereon. That signature must be in the same form as printed on the front of the Card. You hereby agree not to allow a person or entity to use the Card that is not recognized by us as a Cardholder. To make a Purchase or Cash Advance, present the Card to a participating VISA plan merchant or financial institution, or to us, and sign the sales draft or cash advance draft. Please note that we are not responsible if a particular VISA plan merchant or financial institution refuses to honor your Card. You will receive a copy of any draft you sign when using the Card which you should retain to verify your monthly statement. We may, upon request, furnish you with a copy of a draft *if* one is available. You may only use the Card for business or commercial purposes and not to make purchases and cash advances primarily for personal, family, or household purposes. In addition, you may obtain cash advances from the Credit Union or from other financial institutions that accept VISA Cards or ATMs that accept VISA Cards. Whenever you request an advance, we may require the Cardholder to prove their identity. When the amount advanced appears on a subsequent statement that will be conclusive evidence of the request. To obtain an advance at an ATM the Cardholder must first assign a Personal Identification Number (PIN) to be used with the Card. PINs are not automatically assigned. Each Cardholder must request a PIN from us.
8. **IMPERMISSIBLE AND ILLEGAL TRANSACTIONS.** You agree that you will only use your Account for Business Related transactions that are legal where you reside, and that any use for transactions that are not Business Related or illegal will constitute an event of default under this Agreement. Gambling transactions, including Internet Gambling, is not permitted on your Account. Display of a payment card logo by an on-line merchant does not mean that the transaction with that merchant is legal where you reside. You agree not to use your Card for any illegal transactions. We will not be liable if you engage in any illegal transactions.
9. **PROMISE TO PAY.** If we approve your application and issue you a Card, you promise to repay to us all debts and the INTEREST CHARGE thereon arising from any authorized use of the Card. If this Agreement is signed or guaranteed by more than one person, each signer, separately and jointly with each other, is liable for all debts on the Account and INTEREST CHARGE thereon. Your obligation to pay all such debts and INTEREST CHARGES thereon continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct that only one of you, or some person other than you (or both of you), must pay such debts and INTEREST CHARGE.
10. **CREDIT LIMIT.** If we approve your application, we will establish a self-replenishing credit limit for you and will notify you of the amount thereof ("Credit Limit") in the mailer in which we will send you your Card. All Sub-accounts opened under the Control Account will be able to draw on the total Credit Limit. Sub-accounts credit limits can be set by a Responsible Individual to have a credit limit that can be equal to or less than the Control Account total credit limit. That mailer is hereby incorporated herein as part of this Agreement. You agree not to let your Account Balance exceed such amount, and you agree to pay us the total amount over the credit limit upon our demand whether or not we authorized the advance(s) which caused you to exceed your credit line. Unless you are in default, each payment you make on the Account will replenish your credit limit by the part of that payment which is applied to principal. You may request an increase in the credit limit by a written application, which must be approved by us.
    We may increase or decrease the limit from time to time or may, with good cause, revoke your Card and terminate this Agreement; in either event, we will give you written notice of such action. "Good Cause" includes your failure to satisfy the terms of this Agreement or our adverse reevaluation of your Credit worthiness; in either event, we will give you written notice of such action. In the event your account is cancelled or revoked due to default, the balance at the time of default may be transferred in-house with the Credit Union and, as a consequence thereof, be included within your Revolving Credit Agreement for collection at the same rate as set forth in the Revolving Credit Agreement. However, you may terminate this Agreement, at any time and for any reason, by giving us written notice. Nevertheless, termination by you or by us does not affect your obligation to pay all debts and INTEREST CHARGE thereon arising from authorized use of your Card.
    The Cards remain our property and you must recover and surrender to us all Cards upon our request or upon termination of this Agreement. We reserve the right not to re-issue a Card when an Account has been inactive for more than 12 months at the time it is scheduled to be reissued. In addition, for security reasons, your Card may be disabled within 60 days of its issuance if the Card has not been activated within that time.
11. **AUTHORIZING CARDHOLDERS.** A Responsible Individual may assign additional Cardholders on the Account by notifying us of the individual that you want added to the account as a Cardholder and completing the required Credit Union process for designating Cardholders. You should think carefully before you allow someone to become a Cardholder. By doing so, you authorize the person to use your Account to the same extent you can, including but not limited to making Purchases, Cash Advances, Balance Transfers and allowing others to use your Account. A Cardholder's authority will continue until you notify us that you are terminating the authority and you physically retrieve the Card. If you cannot retrieve the Card, you will remain liable for any transactions we cannot prevent after you notify us. Use of the Cards must be for Business use in accordance with Section 4 of the Terms Governing the Use of this Card contained in this Agreement. Once we have issued a card to a Cardholder at your request, you will be liable for all transactions that occur with the use of that Card. Specifically, you will be liable if a Cardholder conducts transactions that you did not specifically authorize until we receive notice of revocation of Cardholder.
12. **PERIODIC STATEMENTS.** We will mail you a Control Account statement every month showing previous balance, aggregate Sub-account purchases and cash advances, payments made on your Account, periodic rate, annual percentage rate, finance charge and its method of computation, any other charges, Grace Period, payment due date, procedures for error resolution, Minimum Payment required, and the closing date with corresponding New Balance for the billing cycle. For your bookkeeping and reconciliations, a separate Sub-account periodic statement will be sent for each of the Cardholders, detailing the transactions authorized under the Sub-Account Cardholder activity. You may not receive a statement on your Account if there has been no activity or if collections procedures have been initiated against you because you are in default. Each statement is deemed to be a correct statement unless you establish a billing error pursuant to the Federal Truth in Lending Act as described in this Agreement.
13. **PAYMENT AND PAYMENT ALLOCATION.** Provided your Account has a balance, a minimum monthly payment is due each and every month, even if you pay more in a given month than what is required. You agree to make payments in U.S. dollars drawn on a U.S. bank. We will apply your payments in any manner we choose, at our discretion, except as otherwise provided by law. All payments will be processed as of the close of the business day on which they are received. We reserve the right to change the manner in which payments are allocated.
14. **DISPUTED BALANCE PAYMENTS.** Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to the attention of the Credit Card Disputes Department, Dow Credit Union, 600 E Lyon Rd, Midland, PO Box 1649, MI 48641-1649. We reserve all our rights regarding these payments (e.g. if it is determined that there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it, or destroying it. All other payments that you make should be sent to the appropriate payment address.
15. **DEFAULT.** You will be in default and we may, to the extent permitted by law, terminate your credit line and declare the entire unpaid balance of the account immediately due and payable, under any of the following conditions:
    - You fail to make the minimum payment by the statement payment due date;
    - You breach any other promises made in or conditions of the Agreement and/or any other agreement with us;
    - You use your card for an illegal transaction;
    - You or any guarantor files for bankruptcy, or becomes insolvent or generally unable to pay the applicable debts, or makes an assignment for the benefit of creditors;

- You or any Company Principal or Guarantor furnishes false, incomplete or misleading information to Credit Union at any time, including on the Card application or acceptance form, or any financial statement or other document or information submitted to Credit Union;
- There is any material change in the equity ownership or managerial control of Company; or
- A judgment or tax lien is filed against the you or any attachment or garnishment is issued against any of your property or accounts, including anyone starting an action or proposing to seize any of your funds on deposit with us;
- We in good faith determine that your creditworthiness (which includes your ability to repay us) has become unsatisfactory due to change in employment, increase in your other obligations, or because of any other reason, time being of the very essence;
- You cease to be a legal entity or any guarantor dies or becomes legally incapacitated; or
- Government action precludes us from imposing the annual percentage rate or a government authority has notified us that continued advances constitute an unsafe and unsound practice.

16. **COLLECTION COSTS.** You also agree that, in case of default, you will pay all usual and customary costs of collection permitted by law, including, but not limited to, attorney fees and expenses incurred by us in the enforcement of this agreement.
17. **DELAY OR FAILURE TO ENFORCE.** We do not lose our rights under this or any related agreement if we delay or fail to enforce them. We can accept late payments, partial payments or any other payments without losing any of our rights under this Agreement.
18. **NOTIFICATION OF ADDRESS CHANGE.** You agree to notify us promptly if you change your name, the business name, address, or telephone number.
19. **ADDRESS FOR NOTICES TO US.** Except as otherwise expressly provided, all notices under this Agreement must be in writing and mailed to DOW CREDIT UNION, 600 E LYON RD, PO BOX 1649 MIDLAND, MI 48641-1649.
20. **CHANGE IN TERMS.** From time to time, we may amend this Agreement by mailing a written notice of the amendment to you at the last address shown for you in our records. In the event the terms we are changing require advance notice by law, we will comply with the requirements of that law.
21. **YOU MAY CANCEL THE ACCOUNT.** You may cancel the account whenever you choose. If you do, you agree to cut each Card in half and return it to us at the address shown in Section 19 above, along with your written notification that you wish to cancel the account. Such cancellation will become effective within five days after the notice is received by us. You will still be responsible for the repayment of any outstanding balance on your account and any other amounts that have not yet been billed to you.
22. **WE MAY CANCEL THE ACCOUNT.** We have the right to close or suspend your Account for any reason, even if you are not in default under this Agreement. This includes suspending the ability for you or any Authorized User to perform Transactions or use other Account features. If we close your Account, you must immediately collect and destroy all Cards that were issued on the Account.
23. **CREDIT REPORTING AGENCIES.** You authorize us to investigate your credit standing and financial information about the Company when opening, renewing or from time to time when reviewing your Account. Your failure to provide such information when requested by us may result in suspension of credit privileges under this Agreement, including your ability to obtain any future advances by any means. **You are hereby notified that negative information may be provided to appropriate consumer reporting agencies if you fail to perform your obligations under this agreement.**
24. **TRANSACTION SLIPS (RECIEPTS).** Your periodic statement will identify the merchant, electronic terminal location, or financial institution at which transactions were made, but sales, cash advances, credit or other slips cannot be returned with each statement. You must retain the copy of such slips furnished at the time of each transaction in order to verify the transactions listed on your statement. You agree to pay a reasonable fee for photocopies of transaction slips that you request.
25. **CREDITS.** If merchants who honor your Card give you a credit for returns or adjustments, they will do so by sending us a credit transaction which we will post to your Account. You should keep your copy of the credit slip to verify your monthly statement. If your credits and payments exceed what you owe us on the Account we will credit such excess to the Account and, if the amount is $1.00 or more, we will credit it to your credit union share account after two (2) months or upon your written request.
26. **INTERNATIONAL TRANSACTIONS.** If you incur charges in any foreign country or in any foreign currency, such charges will be converted to U.S. dollars. The conversion may occur after the transaction date and the conversion rate may differ from the rate of exchange in effect at the time of the transaction. You agree to pay the converted amount to us in U.S. dollars. The exchange rate for transactions in a foreign currency will be 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.
27. **TRANSACTIONS WITH MERCHANTS.**
    - Return Policies – If a merchant discloses a policy such as but not limited to "no returns," "no refunds," "as is," or "all sales final" you will be bound by that policy when you use your Account to buy goods or services from that merchant.
    - Reservations – When using your Account to make a travel or lodging reservation, obtain the merchant's cancellation policy and follow it if you wish to cancel. If you cancel, obtain the merchant's cancellation number that they are required to provide to you. The merchant may charge you for a cancelled transaction unless you can provide us with the merchant's cancellation number.
    - Recurring Transactions – If you authorize a merchant to charge your Account for repeat transactions without your Card, you must notify the merchant, and not us, when you want to discontinue the repeat transactions.
    - Dispute Access – If you disagree with a transaction on your statement or have a dispute with a merchant as a result of a transaction, you agree to provide us with information and assistance we reasonably request. Otherwise, you will pay us for any resulting loss we have, unless we are prohibited by law from holding you liable for our loss.
28. **CARD AGREEMENT.** You understand that your VISA Credit Card is issued by us, remains our property, and is subject to rules governing ATM networks, which financial institutions must follow. The cards are not transferable. By using your card, you are agreeing to the following additional terms: (1) To abide by the rules and regulations and those of the participating ATM network as may be amended; (2) That we and the ATM network may follow all electronic instructions given through the ATM; (3) that we may restrict the use of or terminate your card at any time without notice to prevent loss to your account or to the Credit Union; (4) your Card may not be used for any illegal transaction.
29. **DAILY LIMITS.** You agree to adhere to any daily limits established by the Credit Union in conformance with the ATM network agreement and which are subject to modification to preserve the integrity of the ATM network and prevent loss to the Credit Union or its members. You may be restricted to no more than three cash advances per day, and no more than $1,010.00 per day, for transactions made at an ATM.
30. **PERSONAL IDENTIFICATION NUMBER (PIN).** Each Cardholder may request a PIN from us. You agree to keep the PIN confidential. You also agree you will not write the PIN on the Card or anything you keep with the Card. Your use of the PIN and Card in getting a Cash Advance or making a Purchase is agreed to constitute your signature for purposes of such transactions. You can also use your card together with your Personal Identification Number (PIN) to get a Cash Advance from an Automated Teller Machine (ATM) in the VISA Network, to get a Cash Advance from a VISA financial institution, or to make a Purchase from a merchant that uses the Card in an electronic terminal that accesses the VISA system. IF A CARDHOLDER OR AUTHORIZED USER FORGETS OR DOES NOT ENTER THEIR PIN CORRECTLY, THE ATM MAY KEEP THEIR CARD THE THIRD TIME THE PIN IS ENTERED INCORRECTLY. THIS PROCEDURE IS FOR SECURITY MEASURES. COMMIT PINs TO MEMORY OR KEEP ALL PINs IN A SECRET PLACE. If you authorize us to issue a Card to anyone else for use through any electronic access device, you are authorizing that individual to withdraw funds from any account which can be accessed by that card, regardless of whether that individual is authorized to withdraw money from the Account for any other means.
31. **LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** We will not be liable for transactions that are not completed if any of the following circumstances apply:
    - Through no fault of ours, you do not have sufficient funds available in your credit line;

- The transaction would cause you to exceed your credit limit;
- The ATM where you are requesting a cash advance does not have enough cash;
- The terminal or system was not working properly and you knew of the malfunction at the time you initiated the transactions;
- Circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions we have taken;
- Your Card is retrieved or retained by the ATM;
- Your Card or PIN has been reported lost or stolen and your account has been blocked or frozen;
- Your account is in default;
- The transaction or merchant was identified as suspicious by our fraud monitoring system;
- You or anyone authorized by you to conduct a transaction commits fraud or violates any laws or regulations; or
- You fail to follow the instructions on the screen or terminal.

32. **LIABILITY FOR UNAUTHORIZED USE.** 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 at the address or telephone number set forth below. You must notify us orally or in writing of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed $50.00 (except as notified in Limitations of Responsibility). Notify us at:

    CUSTOMER SERVICE CENTER
    PO BOX 31112
    TAMPA, FLORIDA 33631-3112
    800.449.7728

33. **LIMITATIONS OF RESPONSIBILITY.** We will not be responsible for merchandise or services purchased by you with the Card. We are not liable for the refusal or inability of merchants, financial institutions and others to accept your card(s) or electronic terminals to honor them or complete a transaction, or for their retention of the Card(s). If you have more than 10 Cards issued on the Account, your liability may be unlimited.
34. **BUSINESS DAY.** Our business days are Monday through Friday. Saturdays, Sundays and some federal holidays are excluded.
35. **GOVERNING LAW.** The Agreement and your Account and any claim, dispute, or controversy arising from or relating to this Agreement or your Account, whether based on contract, tort, fraud, and other intentional torts, statute, common law and/or equity, are governed by and construed in accordance with the laws of the State of Michigan (without regard to its conflicts of laws principles or rules) and applicable federal laws. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. This Agreement is entered into between you and us in the State of Michigan, and we make credit decisions under this Agreement from the State of Michigan. To the extent allowed by applicable law, you further consent to the jurisdiction and venue of the State or Federal Courts located in Midland County, Michigan.
36. **ASSIGNMENT.** We may sell, assign or transfer all or any portion of your Account, or any balance due under your Account, without prior notice to you. You may not sell, assign or transfer your Account or any obligations under this Agreement.
37. **LOST/STOLEN CARDS.** You agree to notify us immediately upon discovering that your Card has been lost or stolen by calling us at 800.449.7728, 24 hours per day.
38. **BENEFITS AND PROGRAMS.** We may from time to time offer additional services to your Accounts or special programs related to you being a Cardholder, such as the option for eligible Accounts to skip a payment in January, at no additional cost to you beyond normal INTEREST CHARGE. You understand and agree that we are not obligated to offer such services or programs and may withdraw or change them at any time.
39. **SEVERABILITY.** If any provision of this Agreement is determined to be void or unenforceable under applicable law, regulation, or rule, all other provisions of this Agreement shall be valid and enforceable.
40. **ENTIRE AGREEMENT / EFFECT OF AGREEMENT.** This Agreement, together with any application you signed or otherwise submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and us relating to your Account, supersedes any other prior or contemporaneous agreement between you and us relating to your Account, and applies to every transaction relating to the Account even though a sales or cash advance draft you sign or a credit slip may contain different terms. This Agreement may not be amended except in accordance with the provisions of this Agreement. You further acknowledge receipt of a copy of this Agreement.
41. **CREDIT UNION MEMBERSHIP.** You understand and agree that one of the requirements for obtaining this Account is your continued status as a member of the Credit Union. Upon termination of that membership, you can no longer obtain credit with the Business Visa Credit Card Account.
42. **COMMUNICATION MONITORING AND RECORDING.** You agree that we, our agents, and our service companies may monitor and/or record any telephone and/or electronic communications between you and us.
43. **PARTICIPATION IN VISA ACCOUNT UPDATER (VAU) AND YOUR RIGHT TO OPT-OUT.** VAU is a mandated service that facilitates and encourages customer satisfaction, retention and loyalty by exchanging updated Account information between participating merchants and Visa card issuers. VAU is a process that updates the Cardholder Card information that is stored for things like recurring and online transactions. Card information updates can result from account closures, cards reported lost or stolen, expiration date changes and product upgrades. Outdated account-on-file information can lead to declined transaction and cardholder inconvenience - and ultimately introduce the risks of service cancellation and customer dissatisfaction. VAU will not provide Merchants with updated information for cards that have been closed due to fraud or disputes. Serving as an automated, dedicated, and secure clearinghouse, VAU delivers updated cardholder account information in a timely, efficient, and cost-effective manner, benefiting all parties involved in the electronic payment process. Not all Merchants participate in VAU, and updates are not guaranteed. We recommend that you still contact the Merchant to verify your card information was updated. All Visa Credit Cardholders are automatically enrolled in VAU but have the option to opt out. To opt-out, contact the Credit Union and include the Cardholders' name, account number and new card number.

The information about the costs of the cards described on this form is accurate as of October 29, 2026. This information may change after that date. To find out what may have changed, write us at:

Dow Credit Union
ATTN: VISA Department
PO Box 1649
Midland, MI 48641-1649

YOUR BILLING RIGHTS:

Keep this Document for Future Use

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 CENTER
P.O. BOX 31112
TAMPA, FLORIDA 33631-3112

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.
- 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:

- Within 60 days after the error appeared on your statement.
- 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. If you call us, we are not required to investigate any potential errors and you may be required to pay the amount in question.

What Will Happen After We Receive Your Letter

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

1. Within 30 days after receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. 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:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- 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 questions, 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 $50.00 of the amount in 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:

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. (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.)
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 CENTER
P.O. 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.