



BUSINESS CREDIT CARD AGREEMENT

Please read all parts of this Agreement and keep it for your records.

This Business Credit Card Agreement ("Agreement") includes this document, any letter, card carrier, card insert, addendums, any other document accompanying this Agreement, any application that you signed or submitted to the Credit Union, and any notification of changes to this Agreement. The words "you" and "your" mean each person, each business or organization ("organization"), and each officer or owner of the organization who agrees to be bound by this Agreement as set forth below. The words we, our, us and "Credit Union" means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement. The word "card" means the Visa business credit card you receive from the Credit Union and any duplicates, renewals, or substitutions the Credit Union issues to you. The word "account" means the credit card line of credit account the Credit Union approves for you that is subject to this Agreement.

1. PERSONS BOUND. By signing (in ink, electronically or digitally) any business loan application stating your agreement to be bound by this Agreement or by using the card or account we issue to you, or by authorizing an employee to use the card or account we issue to you, you agree to be bound by the terms of this Agreement. Even if you do not use your card, this Agreement will take effect unless you contact us to cancel your card or account within thirty (30) days after we sent you this Agreement. If you are an officer or owner obtaining an account for your organization, you agree to the terms of this Agreement in your personal capacity as well as your capacity as an officer or owner authorized to bind the organization to this Agreement.

2. USING YOUR ACCOUNT. If you are approved for an account, the Credit Union will establish a line of credit for you. The amount of your credit limit is set forth on the Addendum accompanying this Agreement. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") that you will have outstanding on your account at any time. You agree to manage your account so that: (1) your account balance (including fees and charges) is not more than your credit limit; and (2) your cash advance balance (including fees and charges) is not more than your cash advance limit. If you exceed your credit limit, you must pay the amount you are over your limit plus any fees and unpaid finance charges before payments will begin to restore your credit limit. In addition, a fee may be imposed for exceeding your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union may increase or decrease your credit limit, refuse to make an advance and/or terminate your account at any time for any reason not prohibited by law. If your credit limit is increased, you are immediately responsible for the new credit limit and any increase in the account balance even when it differs from an amount previously agreed to orally or in writing. If you object to any credit limit increase, you must notify us immediately. If you are permitted to obtain cash advances on your account, we may from time to time issue convenience checks to you that may be drawn on your account. Convenience checks may not be used to make a payment on your account balance. If you use a convenience check it will be posted to your account as a cash advance. We reserve the right to refuse to pay a convenience check drawn on your account for any reason and such refusal shall not constitute wrongful dishonor.

You may request that we stop the payment of a convenience check drawn on your account. You agree to pay any fee imposed to stop a payment on a convenience check issued on your account. You may make a stop payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentment of the check for payment to give us a reasonable opportunity to act on your request. In addition, your request must accurately describe the check including the exact account number, the payee, any check number that may be applicable, and the exact amount of the check. You may make a stop payment request orally but such a request will expire after 14 days unless you confirm your request in writing within that time. Written stop payment orders are effective only for six (6) months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed. We are not required to notify you when a stop payment order expires. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft and to assist us in any legal action. You agree to indemnify and hold us harmless from all costs and expenses, including attorney's fees, damages, or claims, related to our honoring your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to us or the giving of inadequate time to act upon a stop payment request.

We are not required to honor a convenience check that will cause you to exceed your credit limit. We will not pay a convenience check if at the time that it is presented: (i) you are in default or we have suspended, terminated or canceled your account; (ii) the convenience check is not in the form we have issued to you; (iii) your signature or the payee's name or endorsement is missing on the convenience check or the convenience check appears altered; or (iv) your convenience check is post-dated.

Convenience checks may only be used by the person(s) whose name(s) is/are printed on the check. You are responsible for all authorized use of convenience checks. Certain merchants may inform you of their intent to convert your convenience check payment to an electronic ACH debit. For mailed payments, this notification will be provided at the time you receive a bill. For payments made in person, this notification will be provided at the time payment is made. You understand and agree that convenience checks are ineligible for conversion to an ACH debit and if presented by a merchant to us for payment, we are required to reject and return the entry. Using convenience checks for payments to merchants who have notified you of their intent to convert your check to an ACH debit may result in merchant returned item fees and/or late charges. You further understand and agree that you may not attempt to authorize a one-time advance from your account via ACH by providing check information (such as the routing, account, and serial numbers) to a merchant or other payee in person, via the Internet or by telephone for the purpose of having such merchant or other payee electronically initiate a funds transfer. The Credit Union will not be liable for any fees you incur as a result of the Credit Union's failure to honor a convenience check that is converted to an ACH debit.

Your periodic statement will show you an itemization of the convenience checks posted to your account during the billing cycle. Convenience checks paid by the Credit Union will not be returned to you with your periodic statement.

Convenience checks are the Credit Union's property; the Credit Union reserves the right to revoke them at any time. You agree to return them at the Credit Union's request.

3. STATEMENT OF BUSINESS PURPOSE. You agree that you have represented to us that you are obtaining your account for business purposes that all purchases, cash advances, balance transfers, use of any convenience checks issued on your account and any other use of your account will only be for a business purpose. If you do use your account for personal, household or family purposes, this Agreement still applies and you must pay us for those transactions. We may close your account if we learn that you are using it for personal, household or family purposes.

4. USING YOUR CARD. In order for your card to be valid, you must activate and sign the card as soon as you receive it. However, your liability does not depend on whether or not you sign your card. You may use your card to make purchases from merchants and others who accept your card. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your card. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. In addition, the Credit Union may permit you to obtain cash advances from the Credit Union, from other financial institutions that accept your card, and from some automated teller machines (ATMs). (Not all ATMs may accept your card.) If the Credit Union authorizes ATM transactions with your card, it will issue you a personal identification number (PIN). To obtain cash advances from an ATM, you must use the 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. Even if you use your card for an illegal transaction, you will be responsible for all amounts and charges incurred in connection with the transaction. If you are permitted to obtain cash advances on your account, you may also use your card to purchase instruments and engage in transactions that we consider the equivalent of cash. Such transactions will be posted to your account as a cash advance and include, but are not limited to, wire transfers, money orders, bets, lottery tickets, and casino gaming chips as applicable. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

Smart phones, tablets and other electronic devices can store your card (such as through a mobile wallet). This means they can be used to make purchases or other transactions. Any such transactions are covered by this Agreement. Apps that use your card to make transactions may have separate terms of use. We are not responsible if you violate those terms, or for any consequences resulting from any violation.

You cannot disclaim responsibility by notifying us, although we will close the account if you so request. Your obligation to pay the account balance continues until the account is paid in full. The cards remain our property and you must recover and surrender to us all cards upon our request and/or upon termination of this account

5. RESPONSIBILITY. You agree to pay all charges (purchases and cash advances, balance transfers, use of convenience checks and any other charge) to your account that are made by you or anyone whom you authorize to use your account even if the person you authorized exceeds your permission. 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. If there is more than one person bound to this Agreement, each will be individually and jointly responsible for paying all amounts owed under this Agreement. If you are an organization, **the officer or owner that obtained the account for the organization is also personally obligated for all charges made under the account.** This means that the Credit Union can require any one of you to individually repay the entire amount owed under this Agreement. In addition each person bound under this Agreement as well as any authorized user may make purchases individually and if cash advances are permitted for your account, may obtain cash advances individually.

You cannot disclaim responsibility by notifying us, although we will close the account if you request. In the event of, however, not limited to, an agreement, divorce decree, any other court judgment; your obligation to pay the account

balance continues until the account balance is paid in full, notwithstanding, an agreement, divorce decree or other court judgment to which we are not a party that direct that only one of you, or some person other than you (or all owners).

6. INTEREST RATE. The Interest Rates applicable to purchases, cash advances, and balance transfers are disclosed on the Addendum that accompanies this Agreement. Any penalty rate that may be imposed is also disclosed on the Addendum. These rates may be either fixed or variable as disclosed in the Addendum accompanying this Agreement. If the rate for your account is fixed, the rate charged on purchases, cash advances, balance transfers, and any penalty rate will be fixed and will not vary from month to month unless we notify you in advance that the rate will change. If the rate for your account is variable, as indicated on the accompanying Addendum, the rate charged on purchases, cash advances, balance transfers and any penalty rate will vary periodically as disclosed in the Addendum accompanying this Agreement. The initial rate on your account for certain types of transactions may be an introductory discounted rate (Introductory Rate) that is lower than the rate that would ordinarily apply for that type of transaction. If an Introductory Rate applies to your account, the rates and the period of time it will be effective is shown on the Addendum accompanying this Agreement. After the Introductory Rate period expires, the Interest Rate will automatically increase to the rates that would ordinarily apply for that type of transaction based on the terms of this Agreement.

7. FINANCE CHARGE CALCULATION METHOD. New purchases and balance transfers posted to your account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero or credit balance at the beginning of that billing cycle, or you paid the entire new balance on the previous cycle's billing statement by the payment due date of that statement; otherwise a finance charge will accrue from the date a purchase or balance transfer is posted to your account. To avoid an additional finance charge on the balance of purchases, you must pay the entire new balance on the billing statement by the payment due date of that statement or no later than twenty-five (25) days from the statement closing date, (this 25-day period is called the "grace period"), 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. The finance charge is computed by applying the periodic rate to the average daily balance of purchases. To calculate the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of purchases. We then add all of the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases.

Balance transfers are treated the same as purchases for purposes of finance charge and balance calculations, as well as balance transfers having a twenty-five (25) day grace period. However, cash advances do not have a grace period.

New cash advances posted to your account during a billing cycle will incur a finance charge from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later (transaction date). The finance charge is computed by applying the periodic rate to the average daily balance of cash advances. To calculate the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. We then add all of the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances.

8. OTHER CHARGES. In addition to the Interest Rate, additional fees may be imposed on your account. The amount and description of these fees are disclosed on the Addendum accompanying this Agreement.

9. 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. All payments must be made in U.S. dollars and if made by a negotiable instrument such as a check or money order, must be in a form acceptable to us and drawn on a U.S. financial institution. 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 for your account is shown on the Addendum accompanying this Agreement. In addition to the minimum payment, you must also pay, by the date specified above, the amount of any prior minimum payment(s) that you have not made, all outstanding unpaid fees and charges, 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. Subject to applicable law, your payments may be applied to what you owe to 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.

By separate agreement, you may authorize us to automatically transfer the minimum payment amount from your Credit Union savings or checking account. If you request payment by automatic transfer, you understand and agree that no payment can or will be made if there are insufficient or uncollected funds in the designated savings or checking account to make the scheduled payment. Should this event occur, you understand and agree that you will not be released from making the payment. Any automatic transfer you have requested will remain in effect until you cancel it in writing or the account balance is paid in full. We may cancel this service at our discretion.

The use of your account to make preauthorized electronic recurring bill payments constitutes an “electronic fund transfer.” You may be able to place a stop payment on a preauthorized electronic recurring bill payment in accordance with the terms of our Business Account Agreement and Disclosure with you. A stop payment/revocation order does not release you from the obligation to pay for goods and services purchased from merchants.

10. FOREIGN TRANSACTIONS. Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by Visa. The rate Visa uses for a particular transaction is the rate Visa selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account. When a credit to the account does not fully offset a charge to the account due to changes in the rate, you are responsible for the difference.

A fee (finance charge) will be charged on all transactions completed outside of the United States, where the cardholder’s country code differs from the merchant’s country code. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded. The Foreign Transaction Fee is set forth on the Disclosure accompanying this Agreement.

11. COLLECTION COSTS. You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorney’s fee, as permitted by applicable state law. You understand and agree that interest charges will continue to accrue at the Interest Rates permitted under this Agreement until you repay your entire account balance.

12. SECURITY INTEREST. If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares, your pledged shares will secure your account. You may not withdraw amounts that have been specifically pledged to secure your account until the Credit Union agrees to release all or part of the pledged amount. In addition, your account is secured by all other shares you have in any individual or joint account with the Credit Union, except for shares in an Individual Retirement account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this Agreement. You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on your account if you should default. Collateral securing other loans you have with the Credit Union may also secure this loan, in accordance with applicable law, except that a dwelling will never be considered as security for this account, notwithstanding anything to the contrary in any other agreement.

13. 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; a) break any promise you make under this Agreement; b) exceed your credit limit; c) are a natural person, if you die; d) are an organization, you cease to exist; e) are an organization, you change your legal structure so that the person obligating the organization to this Agreement is no longer authorized to bind it to legal agreements; f) file for bankruptcy or become insolvent; g) make any false or misleading statements in any credit application or credit update; h) 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; i) you have a returned payment; j) you or any guarantor fail to provide us with updated financial information, specifically, you (and any guarantor) shall provide us with your complete and accurate copies of all signed income tax returns (including all forms K-1, schedules, and exhibits thereto), prepared by a certified public accountant, by no later than fifteen (15) business days after they are filed with the appropriate governmental agencies; provided however, that in the event an extension is filed, such income tax returns shall be delivered to us no later than fifteen (15) days after they are filed with the appropriate government agency so long as the proof of such extension is delivered by April 15 of such year; k) you sell any assets except in the ordinary course of your business as now conducted, or sell, lease, assign or transfer any substantial part of your business or fixed assets or any property or other assets necessary for the continuance of your business as now conducted, including, but not limited to, the selling of any property or other assets accompanied by the leasing back of the same; l) any guaranty of our indebtedness to us, whether related or unrelated to your account, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that they have any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by an guarantor is false or misleading; m) any creditor tries to take any of your property on or in which we have a lien or security interest, whether related or unrelated to your account, including a garnishment of any of your accounts with us; n) a judgement or judgments is entered against you and any guarantor(s) (whether on your Account or any unrelated amount owed to us by you) in the aggregate amount of \$250.00 or more that is not satisfied within thirty (30) days or stayed pending appeal and not satisfied within thirty (30) days or stayed pending appeal; o) an involuntary lien or liens is attached to any of your and any guarantor’s assets of property (whether on your Account or any unrelated amount owed by use) and not satisfied within thirty (30) days or stayed pending appeal; p) an adverse change occurs in your financial condition or applicable credit histories; q) we are in good faith deem the Credit Union insecure; or r) you are in default under any agreement for borrowed money or any other material contract.. If immediate payment is demanded, you agree to continue paying finance charges, at the applicable interest rate, 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 .

14. CHANGING OR TERMINATING YOUR ACCOUNT. The Credit Union may change the terms of this Agreement and any attached Addendum for any reason from time to time. This means that we may change rates and fees that apply to your Account, add, remove, replace or modify provisions of this Agreement, as permitted by applicable law. Notice of any change will be given in accordance with applicable law. If permitted by law, 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 this 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.

15. CHANGING OR TERMINATING AUTHORIZED USERS. Upon your request, we may issue additional cards for authorized users that you designate. You must notify us in writing of any termination of an authorized user's right to access your account. Your letter must include the name of the authorized user and your account number and/or any subaccount number issued to the authorized user along with the authorized user's card and any convenience or other access checks issued to the authorized user. If you cannot return the authorized user's card or access checks and if you request your account to be closed, we will close your account and you may apply for a new account.

16. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION. You may be liable for the unauthorized use of your card or account. Notify us immediately, in writing or by telephone at the address or phone number included with this Agreement, if your card is lost, stolen or you suspect there has been unauthorized use of your card or account. After we receive your notification, you will not be liable for any further unauthorized use of your card or account.

If you are an organization with 10 or more employees and we have issued 10 or more cards on your account for use by your employees, **you will be liable for all unauthorized use** of your cards or account before notification to us unless your liability may be limited by Visa liability limitation rules as set forth below. Otherwise, you will be liable for up to \$50 for the unauthorized use of your card or account before notification to us unless your liability is further limited by Visa liability limitation rules as set forth below. Unauthorized use does not include use of a card by an authorized user in an unauthorized manner. If your card is a Visa, you may not be liable for any unauthorized transactions if you exercise reasonable care in safeguarding your card from risk of loss or theft and, upon discovering the loss or theft promptly report the loss or theft to us.

17. CREDIT REVIEW AND RELEASE OF INFORMATION. You and each guarantor, if applicable, authorize the Credit Union to investigate your credit standing when opening or reviewing your account, by obtaining business and personal credit bureau reports at any time as needed during the life of the account. You and each guarantor, if applicable, agree to submit current financial information, a new credit application, or both, in your name and in the name of each guarantor, if applicable, promptly upon our request. Based on our review of this information, we may at any time at our sole discretion and subject to any applicable notice requirements, increase or decrease your credit limit, increase or decrease your interest rate, terminate this Agreement, or take any other action as permitted by applicable law.

A. Release of Information. You authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing. We may report our credit experiences with you and any guarantor, if applicable, of your account to third parties as required by law.

You also agree that we any release information to comply with governmental reporting or legal process which we believe may be required, whether or not such is in fact required, or when necessary or helpful in completing a transaction, or when investigating a loss or potential loss.

B. Notice of Negative Information. Federal law requires us to provide the following notice to members before any "negative information" may be furnished to a nationwide consumer reporting agency. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

C. Error Resolution. If you think we reported erroneous information to a credit reporting agency, write us at the services address on your billing statement. We will promptly investigate the matter and, if we agree with you, we will contact each credit reporting agency to which we reported and request a correction. If, after our investigation, we disagree with you, we will tell you in writing or by telephone how to submit a statement to those agencies for inclusion in your credit report.

D. Emergency Cash/Emergency Card Services. If your account is eligible for emergency cash and/or emergency card replace services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested services(s).

18. RETURNS AND ADJUSTMENTS. We will choose how to apply the credit to your existing account balance. 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 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. You have the sole responsibility to obtain written proof of credit and to retain copies of credit receipts until the credit is properly applied to your account.

19. ADDITIONAL BENEFITS/CARD ENHANCEMENTS. The Credit Union may from time to time offer additional services to your account, such as travel accident insurance or a liability waiver program, 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.

20. EFFECT OF AGREEMENT. This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

21. NO WAIVER. The Credit Union can delay enforcing any of its rights any number of times without losing them.

22. STATEMENTS AND NOTICES. Your card or other account activity will be reflected on your monthly periodic statement. We will send you a statement for each billing period in which transaction activity has occurred on your account, and at least quarterly if no activity has occurred. Your statement will identify the merchant, electronic terminal, or financial institution at which transactions were made, but sales, cash advance, credit, or other receipts cannot be returned with the statement. You agree to retain the copy of such receipts furnished at the time of the transaction in order to reconcile your statement. If you request a copy of any sales draft or similar document, a Document Fee may be imposed by us. This fee will not be imposed, however, if it was requested in connection with a billing error.

Unless separate subaccounts have been set up under your account for authorized users, statements and notices will be mailed to you at the appropriate address you have given the Credit Union. You agree to notify us at least 10 days in advance of any change in address. Notice sent to any one person bound under this Agreement will be considered notice to all. If we have agreed to send statements for subaccounts under your account that have been issued to authorized users, we will send statements to the appropriate address you have provided for that authorized user. You agree to notify us at least 10 days in advance of any change in address for an authorized user. You are responsible for payment of all amounts shown on a statement delivered to an authorized user. You are responsible for payment of all amounts shown on a statement delivered to an authorized user. We consider a notice sent as soon as we mail it. We consider an electronic notice sent as soon as we email it, unless we receive notification that the email was undeliverable.

23. NOTIFICATION OF CHANGE IN LEGAL STRUCTURE, OFFICERS OR OWNERS. If you are an organization, you agree to notify us within 10 days of any change in your legal structure or any change in your officers or owners.

24. SEVERABILITY AND FINAL EXPRESSION. This Agreement is the final expression of the terms and conditions of your account. This written Agreement may not be contradicted by evidence of any alleged oral agreement. Should any part of this Agreement be found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

25. GAMBLING TRANSACTIONS PROHIBITED. You may not use your card to initiate any type of gambling transaction. Your card or account may not be used directly or indirectly in a manner that would constitute a crime under local, state or federal law, or in any illegal activity, including without limitation (1) any "racketeering activity" as defined in 18 U.S.C. § 1961, or (2) any gambling, gaming, betting, or similar activity or transaction. Further, you may not use your card or account for the purchase of any goods or services on the Internet that involve gambling, gaming, betting, or any similar transaction or activity. Such transactions include, but are not limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips/checks or off-track betting or wagering. Display of a payment card logo by an online merchant does not mean that internet gambling or other transactions are legal in the jurisdiction in which you are located. However, in the event that a charge or transaction described in this paragraph is approved and processed, you will still be responsible for such charges. If you use your card or account directly or indirectly in an unlawful manner you understand that your account may be declared in default and that we may exercise any rights available to us, including, but not limited to, accelerating your account balance and demanding immediate payment thereof. If you are permitted to obtain cash advances on your account, you may also use your card to purchase instruments and engage in transactions that we consider the equivalent of cash. Such transactions will be posted to your account as a cash advance and include, but are not limited to, wire transfers, money orders, bets, lottery tickets, and casino gaming chips, as applicable. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

26. GOVERNING LAW. This Agreement is governed by the laws of the state of California.

27. NOTIFICATION INFORMATION FOR REPORTING LOST, STOLEN AND UNAUTHORIZED USE OF CARD. Notify us at once if your card has been lost or stolen or if you suspect that your card is being used without your permission at

the following:

(800) 221-3311

(661) 833-7900

Or write to:

Valley Strong Credit Union

PO Box 9506

Bakersfield, CA 93389-9506

28. NOTIFICATION OF BENEFICIAL OWNER INFORMATION OR CHANGE IN LEGAL STRUCTURE, OFFICERS OR OWNERS. If you are an organization, you agree to provide us with any information we request regarding beneficial owners of accounts and certify their accuracy upon request by us.

29. ASSIGNMENT. We may sell, transfer or assign this Agreement and your account to a third party at any time without notifying you. You may not sell, assign or transfer your account or any of your obligations under this Agreement.

30. ENFORCING THIS AGREEMENT. We will not lose our rights under this Agreement because we delay in enforcing them or fail to enforce them. If any provision of this Agreement is found to be unenforceable, all other provisions of the Agreement will remain in effect.

31. INTEGRATED DOCUMENT(S). You understand and agree that any separate sheet of paper, which is delivered together with this Agreement and incorporates this Agreement by reference, is an integrated part of this Agreement. Any future amendments to this Agreement will be labeled as such and will form an integrated part of this Agreement.

32. MEMBERSHIP REQUIREMENT. You understand and agree that you must be and remain a member in good standing with us to be eligible for continuing account and/or card privileges including future transactions. You understand and agree that we may suspend or close the account and/or card privileges during any period in which you do not maintain your membership with us.

33. COPY RECEIVED. You acknowledge receipt of a copy of this Agreement and agree to accept its terms.