

this Agreement at any time, but termination by you or Notre Dame Federal Credit Union will not affect your obligation to pay the Account balance plus any Interest Charges and Other Charges you owe under this Agreement. Notre Dame Federal 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 Notre Dame Federal Credit Union.

Termination by you shall also be binding on each Authorized User. You are responsible for all transactions made to your Account after termination, unless the transactions were unauthorized and you followed the guidelines in #12 above.

If you are a Business, you agree to notify us within 10 days of any change in your legal structure or any change in your owners, officers or Authorized Users. You also agree to notify us by phone, by electronic mail or in person of any change or termination of any Authorized User's charging privileges or right to access the Account.

The Cards you or your Authorized Users receive remain the property of Notre Dame Federal Credit Union and you must recover and surrender to Notre Dame Federal Credit Union all Cards upon request or upon termination of this Agreement whether by you or by Notre Dame Federal Credit Union. If you cannot return the Cards issued to an Authorized User and if you request your Account to be closed, Notre Dame Federal Credit Union will close your account and you may re-apply for a new Account.

13. CREDIT REVIEW AND RELEASE OF INFORMATION.

You authorize the Credit Union to investigate and evaluate your Business and Personal credit standing when opening or reviewing your Account and agree to immediately notify us should there be any adverse change in your credit or financial condition. You further agree that the information you provide to us on your application may be re-investigated or re-evaluated at any time. We may request updated credit bureau reports and may or may not ask you to provide annual financial statements, tax returns or other credit-related information. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your standing.

14. RETURNS AND ADJUSTMENTS.

Merchants and others who honor the Card may give credit for returns or adjustments. They will do so by sending Notre Dame Federal Credit Union an electronic credit, which will be posted to your Account. If your credits and payments exceed what you owe Notre Dame Federal Credit Union, the excess amount will be credited to your Business Savings Account within 30 days.

15. FOREIGN TRANSACTIONS.

Purchases made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to U.S. dollars will be made in accordance with the operating reg-

ulations for international transactions established by Visa U.S.A. The conversion rate to U.S. dollars will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which 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 an adjustment determined by the Issuer. You will be charged an International Service Assessment (ISA) fee mandated by Visa, up to 3% of the transaction amount based on whether the transaction is processed in U.S. dollars or converted to U.S. dollars. All transactions, including online transactions, that may have been originated by the cardholder in the U.S., but are processed by a foreign merchant, are subject to this fee. You may not receive prior notification from the merchant that your transaction is processed overseas. This is not a fee assigned by Notre Dame Federal Credit Union.

16. MERCHANT DISPUTES.

Notre Dame Federal Credit Union is not responsible for the refusal of any merchant or financial institution to honor the Card. Notre Dame Federal Credit Union is subject to claims and defenses (other than tort claims) arising out of goods and services you purchase with the Card. Special Rule for Credit Card Purchases – If you have a problem with the quality of property or services you purchased with the Card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations to this right: a) you must have made the purchase in your home state, or within 100 miles of your correct mailing address; b) the purchase price must have been more than \$50. These limitations do not apply if Notre Dame Federal Credit Union owns or operates the merchant, or if we mailed you the advertisement for the property or services.

17. EFFECT OF AGREEMENT.

This Agreement is the contract that 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. You agree to all the terms and charges contained in this Agreement.

18. NO WAIVER.

Notre Dame Federal Credit Union can delay enforcing any of its rights any number of times without losing these rights.

19. STATEMENTS AND NOTICES.

Notre Dame Federal Credit Union is not responsible for generating statements for a billing cycle that has no account activity. Statements and notices will be provided to you at your physical or electronic address, whichever method you prefer. Notice sent to any one of you will be considered a notice to all. It is your responsibility to notify Notre Dame Federal Credit Union of a change of address for electronic or postal mail.

20. INACTIVE CARDS ACCOUNTS.

Issued Cards that are not activated will be closed after 90 days. Activated Cards that have no activity for a period of 22 months will be de-activated and will not be re-issued. Any Account that has not had any activity for 24 months may have the credit limit removed, thus closing the Account.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

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

Notify Us In Case of Errors or Questions About Your Bill.

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

- Your name and Account number.
- The dollar amount of the suspected error.
- 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.

If you have authorized us to pay your credit card bill automatically from your savings or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

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 any unpaid amount against your credit limit. You do not have to pay any questioned amount; 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. We must tell you the name of anyone we reported you to. We tell anyone we report to that the matter has been settled between us when resolved. 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 your 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 100 miles of your current mailing address; or (b) The purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

BUSINESS CREDIT CARD AGREEMENT AND DISCLOSURE

PLEASE RETAIN THIS INFORMATION WITH OTHER FINANCIAL DOCUMENTS.

1. INTRODUCTION.

This Credit Card Agreement ("Agreement") covers each Business Visa Platinum Credit Card, issued by Notre Dame Federal Credit Union Credit Union ("Notre Dame Federal Credit Union"). This Agreement also covers any letter, card carrier, card insert, addendum, any other document accompanying this Agreement, any application that you signed or submitted to Notre Dame Federal Credit Union, and any notification of changes to this Agreement.

2. DEFINITIONS.

"Account" means the Business Visa® Platinum Credit Card line of credit established with Notre Dame Federal Credit Union pursuant to this Agreement.

"Applicable State Law" means the law of the State of Indiana, the location of the home office of Notre Dame Federal Credit Union, the credit card Issuer.

"Application" means the oral, written or electronically submitted application completed by the Business to request Notre Dame Federal Credit Union extend credit to you under the Account and issue a card based on information you supplied and on which we relied.

"Authorized Officer" means the individual who has authority to bind the Business to the terms of this Agreement and the Notre Dame Federal Credit Union Business Visa® Platinum Credit Card Agreement and Disclosure. The individual may be a Principal Owner of the Business or an individual duly authorized by Company Resolution or other authorizing documentation to sign on behalf of the Business.

"Authorized User" means any person you permit to use your Account or who has apparent authority to do so.

"Business" means the person or entity for which the Account is being opened.

"Business Days" means days of the week excluding Saturdays, Sundays and holidays.

"Card" means the Credit Card or Cards, and any duplicates or renewals, issued by Notre Dame Federal Credit Union for use by the Business or any Authorized Users.

"Credit Limit" means the maximum amount of Debt that can remain outstanding and unpaid at any time in a Business Visa® Platinum Credit Card Account under this Agreement.

"Debt" means all amounts charged to a Business Visa® Platinum Credit Card Account, including Purchases, Interest Charges and

Other Fees.

“Guarantor” means the individual, Principal Owner or Authorized Officer (unless the Business is a Non-profit organization) who unconditionally guarantees, or promises to pay the amounts due on your Account even if no demand for payment is first made to you.

“Holder”, “you” or “your” means the Business, Principal Owner and Guarantor jointly and severally, and Authorized Officer.

“Issuer”, “Credit Union”, “we” or “us” means Notre Dame Federal Credit Union with its home office in Notre Dame, Indiana.

“Non-profit organization” means an organization incorporated under state laws and approved by both the state’s Secretary of State and its taxing authority as operating for charitable, educational, scientific, social, religious, civic, or humanitarian purposes. An Authorized Officer of the Non-profit organization will not be treated as a Guarantor, if a valid copy of the IRS determination letter designating the Non-profit organization as a 501(c) (3) tax exempt entity is provided to Notre Dame Federal Credit Union.

3. BUSINESS VISA CREDIT LINE AND CREDIT LIMIT.

If approved for a Business Visa Account, the Credit Union will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (Purchases, Interest Charges, plus Other Charges and Fees (listed in #8) 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 to your credit limit in person, by phone, in writing or by electronic mail. Notre Dame Federal 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.

4. USING THE ACCOUNT AND CARD.

You represent that your Account will be used exclusively for business, commercial, agricultural or organizational purposes and not for personal, family or household purposes.

Before using the Business Visa® Platinum Credit Card, both an application and the card must be signed by the Authorized Officer or the Authorized User whose name appears below the Business name on the Card. By requesting, signing, keeping, using, or authorizing an employee to use the Account and/or Card we issue to you, you agree to accept the terms of this Agreement.

If you are an Authorized Officer or Principal Owner obtaining an Account for your Business, 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 Business to this Agreement.

You and any Authorized Users may use the Account for Purchases made in person, by phone, mail or the Internet, from anyone who accepts the Card.

You may not use the Card for any illegal purpose or to initiate any type of electronic gambling transactions through the Internet.

5. RESPONSIBILITY.

You agree to pay all Purchases made to your Account by you or anyone you authorize to use your Account. You also agree to pay all Interest Charges and any Other Charges and Fees added to your Account under the terms of this Agreement. Your obligation to pay the amount owed on your Account continues until paid in full, even though an Agreement, business dissolution, divorce decree, or other court judgment to which Notre Dame Federal Credit Union is not a party may direct someone else to pay the Account balance. If more than one person signs this Agreement, as an Owner or Authorized Officer, each will be individually and jointly responsible for paying all amounts owed under this Agreement. The Owner or Authorized Officer that obtains the Account for the Business is also the Guarantor and is personally responsible for all amounts owed on the Account. This means Notre Dame Federal Credit Union can require all Guarantors together or individually to repay the entire amount owed under this Agreement.

6. INTEREST CHARGES.

The total outstanding balance of Purchases in the Account on the closing date of a billing cycle, including any Interest Charges will be shown on the Monthly Statement for that billing cycle as the “New Balance”. Interest Charges will be calculated using an interest rate, also known as the Annual Percentage Rate (“APR”), set by the Credit Union. Interest Charges are determined separately for Purchases by multiplying the APR by the average Daily Balance for each charge type. The average Daily Balance for each type is determined by 1) taking the beginning balance (Purchase) in your Account each day, adding any new Purchases and subtracting any payments or credits to arrive at the Daily Balance and 2) totaling these Daily Balances for the billing cycle and dividing by the number of days in the billing cycle.

Interest Charges are imposed as follows:
Purchases – 1) Purchases posted during a billing cycle if the Previous Balance was not paid in full within the first 25 days of the billing cycle and
2) Purchases included in the New Balance if the New Balance is not paid in full within 25 days of the Statement date.

7. OTHER CHARGES AND FEES.

Other Charges and Fees that apply will be added to your Account on the Monthly Statement for the billing cycle in which they are incurred, as follows:

a) Late Payment – A late fee of up to \$35 or the minimum payment due rounded to the whole dollar, whichever is less, will be charged if we do not receive your minimum payment on or before the payment due date as noted on your Monthly Statement

b) Returned Check Fee – A fee up to \$32 will be charged if you (i) make a payment on your account with a check, draft, negotiable order of withdrawal, or similar instrument drawn on a depository institution and such instrument is not paid or is dishonored by that financial institution, or (ii) issue a Convenience Check for which there are not sufficient available funds on your Account.

c) Statement Copy – A \$5 Fee will be charged for any additional Monthly Statement copy you request from Notre Dame Federal Credit Union.

The charges and fees will be treated by Notre Dame Federal Credit Union as an adjustment to the Account balance and will not be subject to an Interest Charge; however, we may choose to waive any of the charges or fees described in this section from time to time.

8. MONTHLY PAYMENT AND ALLOCATION.

You promise to pay all amounts you owe on your Account, including any Interest or Late Charges. When you receive your Monthly Statement you may pay the full amount due or some lesser amount, but the least you may pay is the minimum payment amount due. Your minimum payment amount due is 2% of your New Balance, or \$20.00, whichever is greater, plus the amount of any prior minimum payments that you have not made and any amount by which you are over your credit limit.

Anytime your Total New Balance exceeds your credit limit, you must immediately pay the amount over your credit limit.

Subject to applicable law, your minimum payment will be applied to what you owe Notre Dame Federal Credit Union in the following order: Interest, fees, cash advance balances and purchase balances. Extra or larger payments over the minimum payment will be applied to the balance with the highest APR; any remaining payment will be applied to the balance with the next highest APR and continue in descending order.

We may accept checks marked “payment in full” or with words of similar effect without losing any of Notre Dame Federal Credit Union’s rights to collect the full balance of your account.

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).

If we elect not to require a minimum monthly payment at any time, the Interest Charge on your Account will continue to accrue at the assigned APR.

Whatever you choose to pay, your payment must reach us and be credited to your account no later than the payment due date shown on your Monthly Statement, or it will be considered late.

9. SECURITY INTEREST.

You grant the Credit Union a security interest under the Indiana Uniform Commercial Code in any goods purchased through your Business Visa® Platinum Credit Card Account. You agree that all collateral you have given the Credit Union to secure other business loan obligations, in the past and in the future, will secure your obligations under this Agreement. In addition, you agree this Account is also secured by all your individual and joint shares and deposits, present and future, and all accounts (except Individual Retirement Accounts or any other account that would lose special tax treatment under state or federal law if given as security). You agree, upon default, the Credit Union

may apply all security to pay any amounts due under this Agreement, without further notice to you.

10. DEFAULT.

You will be in default if a) you fail to make any minimum payment or other required payment by the date it is due; b) you break any promise you make under this Agreement; c) you exceed your credit limit; d) you are a natural person and you die; e) you are a Business and you cease to exist; f) you are a Business and you change your legal structure so that the person obligating the Business to this Agreement is no longer authorized to bind it to legal agreements; g) you become insolvent or file for bankruptcy; h) you make any false or misleading statements in any credit application or credit update; i) you have an attachment or garnishment proceeding initiated against you or your property; j) something happens that Notre Dame Federal Credit Union believes may substantially reduce your ability to repay what you owe.

When you are in default, Notre Dame Federal Credit Union has the right to accept a late or partial payment without waiving its right to accelerate the payment terms of the Account and declare the entire unpaid balance due. When you are in default, Notre Dame Federal Credit Union also has the right to demand immediate payment of your full Account balance without notice. If immediate payment is demanded, you will continue to pay an Interest Charge at the periodic rate charged before default, until what you owe has been paid. Any collateral given as security will be applied toward what you owe or sold pursuant to law. To the extent permitted by law, you will also be required to pay Notre Dame Federal Credit Union’s collection expenses, including court costs and reasonable attorney fees.

11. LIABILITY FOR UNAUTHORIZED USE.

You may be liable for the unauthorized use of your Credit Card or the Credit Cards in the possession of your Authorized Users. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use in writing by electronic mail at e-services@NotreDameFCU.com or by postal mail to Notre Dame Federal Credit Union Credit Union, Attn: Card Services, P.O. Box 7878, Notre Dame, IN 46556 or by telephone at 574.239.6611 or 800.522.6611. However, if you, or the Authorized User, exercise reasonable care in safeguarding your Card from risk of loss or theft, and have not reported two or more incidents of unauthorized use in the last twelve (12) months, and if you’re Account is in good standing, you will not be liable for any unauthorized purchase transactions. In any case, your liability will not exceed \$50.

12. CHANGING OR TERMINATING YOUR ACCOUNT OR AUTHORIZED USERS.

Notre Dame Federal Credit Union may change the terms of this Agreement from time to time after giving you advance notice as required by law. Your use of the Card after receiving notice of a change will indicate your agreement to the change. To the extent the law permits, and indicated in the notice to you, the change will apply to your existing Account balance as well as to future transactions.

Either you or Notre Dame Federal Credit Union may terminate