

VISA® BUSINESS CREDIT CARD TERMS AND CONDITIONS Business Credit Card Agreement

Read this Agreement thoroughly before you sign or use the Eastman Credit Union Visa® Business Credit Card. By signing, using, or accepting the Business Card, each Cardholder, each Guarantor, and the Company will be bound by this Agreement and each will be agreeing with us to everything written here. Your use of the Business Card will be governed by this Agreement, as amended from time to time. For Cardholders who do not wish to be bound by this Agreement, cut the Business Card in half immediately upon receipt and return the pieces to us.

1. **DEFINITIONS.** As you read this Agreement, remember that the words “you” and “your” mean the Company, any person who signed the Application on behalf of the Company, any guarantor(s), and anyone else authorized and named on the Business Card(s) issued by us. The words “we”, “our”, and “us” refer to Eastman Credit Union. The Eastman Credit Union Visa® Business Credit Card is called a “Business Card” or “Card”. The word “Company” means the Eastman Credit Union member in whose name the Business Card account is opened and whose name, in most instances, is on the Business Card with the Cardholder’s name. The “Cardholder” is the individual who is listed on the Business Card. An “Authorized User” is a type of Cardholder issued a Card at the request of the Company who is accepted by us and documented in our records with an Authorized User for Business Visa designation that is authenticated by an authorized Company representative. An “Obligor” means the Company, any person who signed the Application on behalf of the Company, guarantor(s), all Cardholder(s) other than Authorized User(s), and any person responsible for Company debts by law or other agreement.
2. **BUSINESS USE.** You agree to use the Card only for business purposes of the Company. You agree that you will not resell or return for a cash refund any goods or services obtained with the card. You are solely responsible for assuring the account is used only for business purposes.
3. **OTHERS USING THE ACCOUNT.** Obligors agree to be responsible for all obligations incurred through the authorized use of the account. Use of the account by you or by anyone for your benefit, or with your actual, implied, or apparent authority shall be authorized use.
4. **PERSONAL IDENTIFICATION NUMBER (PIN).** The personal identification number(s) or PIN(s) selected for the Business Card should be unique and different from any other personal identification number(s) used for any other Eastman Credit Union Service. You agree to safeguard your PIN(s) and notify us immediately if your PIN(s) has been compromised in any manner. If you disclose your PIN(s) to others, they will be deemed by us to have authority to use your account and we will have no liability to you for any losses resulting from their use of your Card.
5. **CHANGE OF CARDHOLDER’S AUTHORIZATION.** You agree to notify us immediately if an individual to whom a Card was issued is no longer authorized to use it. The notification must be in writing and be signed by an authorized Company representative. You are solely responsible for collecting and surrendering to us all affected Cards. We may freeze or cancel all Cards issued on the account and issue replacement Cards to all remaining authorized Cardholders upon changes in authorized individuals. We reserve the right to charge for the cost of granting a request for expedited delivery of Business Cards. Authorized Users may return their Card and notify us in writing to be removed as an Authorized User.
6. **AGREEMENT TO TERMS.** In accordance with the Visa® Business Credit Card Application, we have opened an account for the Company. Your signature on the Application, your retention of the Card, or your use of the account in any way means you agree to the terms of this Agreement and the provisions of the Card itself. This Agreement governs the account and use of the Card we have issued to each Cardholder. We will pay member merchants for goods and services obtained by use of the Card and make other loans on terms explained later in this Agreement. You authorize us to charge the account for all such amounts, and for other amounts advanced to third parties on your behalf. This includes without limitation, any amounts we advance on your behalf as a result of any Card related services offered by VISA U.S.A., Inc.

7. **PROMISE TO PAY.** All Obligors, jointly and severally, promise to pay the total amount owed for any goods and services purchased, cash advances, or balance transfers obtained through the authorized use of the account. You, as Obligors, also promise to pay any FINANCE CHARGES, fees or other charges you owe.
8. **CREDIT LINE.** You will be notified of your Credit Line (limit). You promise that the total balance of purchases and cash advances will not exceed that limit. The Company may request an increase in your Credit Line, which must be approved by us. By giving written notice, we may change your interest rate from time to time, or with good cause, may change your Credit Line or revoke your Card(s) and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse reevaluation of your creditworthiness.
9. **IRREGULAR PAYMENTS.** You agree that we may accept partial payments of amounts due or late payments without losing any of our rights under this Agreement. You also agree that we may accept checks and money orders marked "payment in full" or otherwise purporting to be in full satisfaction of your outstanding balance without accepting any such condition or losing any of our rights in this Agreement.
10. **HOW WE APPLY PAYMENTS.** Payments are applied in the following order: unpaid finance charges, previously billed miscellaneous charges (e.g., late fee(s), if applicable), and principal reduction. The principal reduction portion of the payment is credited to balances in the following order, unless otherwise required by law: cash advance, balance transfer and finally purchases.
11. **FINANCE CHARGES.** You can avoid FINANCE CHARGES (interest) on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Balances not paid in full, along with subsequent purchases from the date they are posted to the account, which are carried to the next billing cycle will be subject to a FINANCE CHARGE. Cash Advances and Balance Transfers are always subject to a FINANCE CHARGE from the date they are posted to the account. FINANCE CHARGES are calculated using the average daily principal balances of purchases, cash advances and balance transfers in the account. The principal balances of purchases, cash advances and balance transfers are determined each day during the statement period, beginning with the principal portion of the Previous Balances, reduced by payments you make and credits we apply, and increased by purchases, cash advances and balance transfers you make and debit adjustments we make during the statement period. The daily principal balances are totaled and divided by the number of days in the statement period to produce separate average daily principal balances for purchases, cash advances and balance transfers to which the periodic rate is then applied.
12. **CHANGES IN YOUR VARIABLE RATE.** Your interest rate is based on the Prime Rate published in The Wall Street Journal on the last business day of the month plus a margin that is based on your creditworthiness. Your interest rate will change if the Prime Rate changes. Any changes in your interest rate will affect the amount of interest you pay and your minimum payment. The interest rate will be adjusted on the first day of the billing cycle following the Prime Rate change. If two rates are reported in The Wall Street Journal, the higher rate will be used. Your rate will be no lower than 7.00% and no higher than 18.00% per annum. Any request for a change in your account could result in a change in your rate and terms. Please contact ECU for a copy of current rate information or see your notification of cardholder approval for your rate.
13. **DISPUTES.** You agree to accept the monthly statements delivered to you as being correct unless you notify Eastman Credit Union (423-229-8200 or 800-999-2328) of any alleged errors within the time period prescribed by law or agreement with us. Your rights to dispute billing errors are set forth in this Agreement. Even though an amount is in dispute, you understand that you must pay the required minimum payment that is due less the portion attributable to the disputed amount. Unless required by law, we will not be responsible for any problems you have with any goods or services you charge on the Card.
14. **FAILURE TO HONOR CARD.** We are not responsible if anyone refuses to honor the Card.
15. **CHANGE OF NAME OR ADDRESS.** You agree to notify us promptly in writing of any changes in the address, name, ownership, structure, or dissolution of the Company. You also agree to notify us promptly in writing of any changes in the address or name of any Cardholder or Obligor.
16. **FINANCIAL AND OTHER INFORMATION.** You agree to promptly provide us, from time to time upon request, with current financial information regarding you and your financial affairs. You authorize us to investigate and

obtain credit information about you from others, including credit reporting agencies. You also authorize us to report credit information about you and this account to credit reporting agencies and others who we believe may lawfully receive such information. If you believe information, we have furnished to a credit reporting agency about your account is incorrect, you should write to us at the following address and identify the specific information you believe is incorrect: Eastman Credit Union, Attn. Card Services, P.O. Box 1989, Kingsport, TN 37662.

17. **LOST OR STOLEN CARD/UNAUTHORIZED USE.** You agree to notify us immediately if a card is lost or stolen, or if you suspect it is being used without your permission. You agree to notify us promptly of the loss, theft, or possible unauthorized use of the Card by calling the following number(s): (Call collect if necessary) 423-229-8200 or 800-999-2328. You will not be liable for a Card's unauthorized use that occurs after you notify us. You may be liable for unauthorized use that occurs before your notice to us in an amount not to exceed \$50.00. We may freeze or cancel all Cards issued on the account at the time any Card(s) are reported lost or stolen and issue replacement Cards to all remaining authorized Cardholders. If unauthorized use of the account occurs, you agree to cooperate with us and law enforcement authorities in identifying the unauthorized user. Notwithstanding the foregoing, when ten (10) or more Cards are issued to the Company's employees, the Company agrees to be liable for all unauthorized use that occurs prior to a notification to us.
18. **NOTICES.** If we have to notify you of anything concerning the account, you agree that notice is effective if mailed or otherwise delivered to the Company name and address as they appear in our records.
19. **AUTOMATED EQUIPMENT.** Transactions effected with electronic equipment shall be subject to the rules and regulations applicable to the use of such equipment. You agree that we will incur no liability by reason of any failure of automated teller machines or similar equipment.
20. **SECURITY INTEREST.** To secure the account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. Collateral securing other Company loans will also secure this account; except for loans (a) secured by your primary dwelling where an extension of credit under this Agreement would require us to give you a notice of the right to cancel under Truth In Lending; (b) secured by a Texas Homestead; or (c) loans secured by consumer household goods.
21. **CREDIT UNION LIEN.** Anyone responsible for repayment under this Agreement (i.e. Obligors) agrees that your obligations under this Agreement are secured by all shares and deposits in all joint and individual accounts you have with us now and in the future. In addition to our statutory lien, you grant us a continuing security interest in these accounts and monies you have with us now or in the future. This lien or right of setoff does not apply to an Individual Retirement Account or any other tax-deferred account that would lose special tax treatment if given as a security or when prohibited by law. You authorize us to apply the balance in these accounts to pay any amounts you owe under this Agreement. You agree to hold us harmless from any claim arising as a result of the exercise of our right of set-off or security interest rights.
22. **COLLECTION COSTS.** The company and all other Obligors promise to pay all collection costs, including reasonable fees of our lawyer (as permitted by law).
23. **DEFAULT.** The account will be in default if (a) a payment is not made when it is due; (b) the credit limit on the account is exceeded; (c) any Obligor becomes insolvent or dies; (d) any Obligor files or otherwise becomes subject to any bankruptcy proceedings or has an attachment, garnishment or levy issued against the Obligor or their property; (e) any of you made any false or misleading statement in the Application or other information provided to us; (f) a guardian, receiver or the like is appointed for any Obligor to manage their affairs; (g) any Obligor fails to pay any other loans or obligations owed us as they become due; (h) any Obligor has a material adverse change in financial condition; or (i) any Obligor does not comply with any of the terms governing this or any other accounts with us. If this account is in default, we may, at our option, declare any amounts owed on the account to be immediately due and payable. Also, we may revoke the privileges attaching to any or all Card(s), adjust the Annual percentage Rate (interest rate) due to adverse conditions, cancel the Card(s), and terminate this Agreement as to future Purchases and Cash.
24. **RETURNS AND ADJUSTMENTS.** Merchants and others who honor the Card may give credit for returns and adjustments, and they will do so by sending us a credit that we will post to the account. If your credits and payments exceed what you owe us, we will deposit the excess funds in the Company's regular share account no later than six months after the statement date following the excess credit or payment. If you want us to deposit the excess funds in your regular share sooner, contact us at 800-999-2328. It is the merchant's responsibility to

promptly deliver the credit to us so we can credit the account. We are not responsible for the merchant's failure to deliver the credit promptly.

25. **LATE CHARGE.** A late charge will be assessed if we have not received the minimum payment by 6:30 PM ET on the third day after the end of your permitted 25-day payment period. (The permitted 25-day payment period is explained under the "Minimum Payments" section.) The late charge will be \$25.00. However, you will not be required to pay a late charge more than once on the same late amount, even if that amount remains past due for more than one billing period. You agree not to use your account to make purchases or cash advances from the time a late charge is imposed until you bring the account current by making the minimum payment that you have failed to make.
26. **RETURNED CHECK FEE.** You agree to pay a fee of \$30.00 each time a check given to us as payment on the account is returned unpaid.
27. **USE OF DRAFTS.** We may choose to issue drafts for use with the account and the amount of each draft we pay will be charged to the account as a Cash Advance. There is no charge for the cost of supplying you the drafts. Drafts may only be used by an authorized company representative. You may use the drafts issued the way you use regular business checks; however, you cannot use a draft to pay any amount owed under this Agreement. We will pay each draft you use except that you will not write a draft, and we do not have to pay any draft, if you are in default under this or any other agreement with us or if your use of drafts has been cancelled or suspended. If, for any reason, we do not pay a draft, we may charge a fee of \$30.00 for each returned draft.
28. **CHANGES TO THIS AGREEMENT.** You agree that the terms of this Agreement may be changed from time to time upon notice to the Company not less than fifteen days prior to the effective date of the change. Any such changes shall be applicable to all balances outstanding on the effective date of the change.
29. **INVALIDITY.** If one or more provisions of this agreement are declared invalid or unenforceable, the remaining conditions and terms stand on their own and will not be affected.
30. **WHAT LAW APPLIES?** This agreement and all transactions under it will be governed by the laws of the State of Tennessee and the laws of the United States.
31. **ILLEGAL TRANSACTIONS.** You agree that you will not use the account to engage in any illegal activities including, but not limited to, Online Gambling. If you use the account to engage in illegal activities, you will nevertheless be liable for these activities and charges.
32. **ASSIGNMENT.** We may sell, assign, or transfer any or all, of the account or any balances due hereunder without prior notice to you. You may not sell, assign, or transfer the account or any of your obligations under this Agreement.
33. **CHARGES MADE IN FOREIGN CURRENCY (International Transactions).** Purchases from merchants located in foreign countries or withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions is 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. Please note that a credit to your account may not be fully offset due to changes in the exchange rate; therefore, you will be responsible for the difference.
34. **CANCELLATION: CARD REMAINS OUR PROPERTY.** We can revoke your right to use the account at any time with or without cause, and without giving you notice. If we revoke the Business Card or it expires, you must return it to us upon our request. Also, if an establishment that accepts the Card asks you to surrender an expired or revoked Card, you must do so. You may not use the Card after it has expired or after it has been revoked. In the event of cancellation, the terms and conditions of this Agreement shall continue in effect until all amounts owed on the account are paid in full.
35. **RENEWAL BUSINESS CARDS.** Your Business Card will be valid through the expiration date printed on the face of the Business Card. By accepting the issuance of this Business Card, you are requesting us to issue each Cardholder a renewal Business Card before the current Business Card expires. We will continue to issue renewal Business Cards until the Company tells us to stop.

36. **REWARDS.** Cardholders will be enrolled in ECU Credit Card Rewards, a points-based rewards program. You will earn at least one point on Net Purchases made with the Card. Net purchases are earned based on new net retail transactions ("Net Purchases" i.e. purchases less credits, returns and adjustments) charged to the Account during each periodic billing cycle. When a purchase or transaction is not a whole dollar amount, any fraction equal to or greater than \$0.50 will be rounded up to the nearest whole dollar and any fraction equal to or less than \$0.49 will be rounded down to the nearest whole dollar. Transactions that are not eligible for Rewards include, but are not limited to, cash advances including ATM withdrawals, money orders, balance transfers, convenience checks, drafts, fees, interest charges and travelers check purchases. Earned Rewards will be itemized on your periodic statement and will indicate total amount of rewards earned during the statement month and total amount of rewards available for redemption. We reserve the right to exclude from Net Purchases unauthorized Purchases (or which are later returned or disputed) and Purchases which are added to your Account after you are past due or over limit. We reserve the right to add other transactions to the list of ineligible transactions at our discretion and at any time. Any questions regarding eligibility of transactions shall be determined by us in our sole discretion. This program is void where prohibited or restricted by law. You are responsible for any federal, state or local income or other taxes. We reserve the right to modify, amend or terminate the Rewards Program at any time. Additional terms and conditions of the ECU Credit Card Rewards program are included in the Program terms and conditions and can be obtained at <https://ecu.org/creditcardrewards>.
37. **USE OF CARD.** Use of the Card signifies agreement to the current condition set forth by Eastman Credit Union.
38. **MINIMUM PAYMENTS.** You can make full payment at any time. If you don't, you must make the minimum payment shown on your statement within 25 days of the closing date reflected on the statement. Your minimum payment will be 2.5% of your new balance as shown on your statement, but at least \$25.00. However, if the new balance as shown on your statement is less than \$25.00 you pay only the balance owed. Any charge exceeding your credit limit will be reflected in your new balance as shown on your statement. Amounts exceeding your credit limit are subject to the minimum payment requirements as set forth above.

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:

Eastman Credit Union Phone - 800-999-2328
Card Services Fax - 423-578-7626
P. O. Box 1989
Kingsport, TN 37662

Write to us as soon as possible. We must hear from you no later than 60 days after we have sent you the first bill on which the error or problem appeared. You can telephone us but doing so will not preserve your rights. If you prefer to contact ECU directly, you may write us at ECU Card Services P.O. Box 1989 Kingsport, TN 37662 or call 1-800-999-2328. You may also email your request via secure email at <https://securemail-ecu.org>. Login/register, click on 'Compose' and submit to ecenter@ecu.org. If your card is reported as being blocked due to fraud or dispute after ECU's normal business hours, additional information will be necessary so you will be contacted the following business day by an ECU representative.

Whether you report the error or problem by letter or phone, please provide:

- (a) Your name and account number.
- (b) The dollar amount of the suspected error.
- (c) 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 checking account, you can stop the payment on any amount you think is wrong. To stop the payment, a separate letter must reach us three business days before the automatic payment is scheduled to occur. Mail to: ECU Card Services, P.O. Box 1989, Kingsport, TN 37662

YOUR RIGHTS AND RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 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 while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.