SOUTH CAROLINA
FEDERAL
CREDIT UNION

BUSINESS CREDIT CARD AGREEMENT

BINDING ARBITRATION: EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION PROVISION SUBSTANTIALLY LIMITS YOUR RIGHT TO BRING A LEGAL ACTION IN A JUDICIAL FORUM (EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT AS SET FORTH HEREIN).

PLEASE READ THIS SECTION CAREFULLY. THE PARTIES WILL NOT HAVE A RIGHT TO HAVE A JUDGE OR JURY DECIDE ANY CLAIM OR DISPUTE, AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER HEREUNDER. ANY DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. FURTHER, NEITHER PARTY NOR ANYONE ON THEIR BEHALF CAN PURSUE ANY CLAIM OR DISPUTE IN ANY CLASS OR REPRESENTATIVE CAPACITY. IT IS THE INTENT OF THE PARTIES HERETO TO PROVIDE A FUNDAMENTALLY FAIR AND LESS COSTLY FORUM TO ADDRESS ANY DISPUTES BETWEEN THE PARTIES, AND THE PARTIES SPECIFICALLY AGREE TO THIS ALTERNATIVE METHOD OF DISPUTE RESOLUTION AS AN INTEGRAL PART OF THE RELATIONSHIP BETWEEN THE PARTIES. REFER TO MANDATORY ARBITRATION CLAUSE FOR COMPLETE DETAILS.

THIS IS YOUR AGREEMENT AND DISCLOSURE STATEMENT WITH South Carolina Federal Credit Union. PLEASE READ IT CAREFULLY AND KEEP IT FOR YOUR RECORDS. IT SUPERSEDES ALL PRIOR AGREEMENTS AND DISCLOSURE STATEMENTS RELATING TO YOUR ACCOUNT. YOU DO NOT HAVE TO SIGN THIS AGREEMENT. YOUR AGREEMENT TO ALL OF THESE PROVISIONS, AS AMENDED FROM TIME TO TIME INCLUDING THE CARD ISSUED BY US, WILL BE SHOWN BY YOUR APPLICATION FOR THE CARD, YOUR ACCEPTANCE OF THE CARD, OR YOUR USE OF THE CARD, WHICHEVER OCCURS FIRST.

Definitions. In this Agreement, the word "Card" or "Business Card" means either one or more Mastercard® credit cards and any duplicates, renewals or substitutions we issue to the borrower or to any designated authorized user(s). The words, "Company," "you," "your," and "yours" mean the borrower and all cardholders (borrowers, co-borrowers and or guarantors); anyone any borrower or cardholder permits to use the Card(s); as well as any authorized user for whom an additional Card(s) is issued to the extent of their purchases, balance transfers, and cash advances, as well as transactions by anyone they permit to use the Card(s). The word "cardholder" means any borrower to whom a card is issued by us, as well as any person the borrower designates as a cardholder. The words "Credit Union," "we," "us," "our," and "South Carolina Federal" mean **South Carolina Federal Credit Union**.

Pledge Of Shares And Security Interest.

BY SIGNING AN APPLICATION, ACCEPTANCE OR AUTHORIZED USE OF ANY CREDIT CARDS, YOU GRANT AND PLEDGE A CONSENSUAL LIEN TO US ON ALL SHARES TO SECURE PAYMENT OF YOUR OBLIGATIONS ON THIS ACCOUNT. IN ADDITION, YOU ACKNOWLEDGE OUR STATUTORY LIEN RIGHTS UNDER THE FEDERAL CREDIT UNION ACT; YOU AGREE THAT SUCH A LIEN IS IMPRESSED AS OF THE DATE THAT THIS ACCOUNT IS OPENED; AND YOU AGREE THAT WE CAN APPLY THE SHARES PLEDGED AT THE TIME OF ANY DEFAULT ON THIS ACCOUNT WITHOUT FURTHER NOTICE. "Shares" for the purpose of your pledge to secure your obligations to the Credit Union means all deposits in any share savings, share draft, club, certificate, or other account(s) of the borrower or any guarantor, whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future.

Security Agreement: *"Non-Purchase-Money Security Interests:"* Payments on your Account are secured by any security interest in any property securing your other obligations to the Credit Union, whether existing now or in the future, except your household goods and your primary residence. "*Purchase-Money Security Interests:*" You hereby grant Credit Union security interest in all property purchased/acquired by you or any authorized user pursuant to the use of this Account, including a purchase-money security interest in any household goods purchased/ acquired with an extension of credit upon this Account. These Purchase-Money Security Interests shall secure faithful performance of all obligations arising under this Agreement; and the Credit Union shall have all of the rights of a secured party in accordance with Article Nine of the Uniform Commercial Code and/or other applicable law.

How to Use this Account: You can purchase or lease goods and services ("Purchases") from any merchant who honors your Card up to your maximum credit limit for your Card (not to exceed the aggregate account limit) by presenting your Card and signing a sales slip for the amount of the Purchase. You may also use the Card to obtain cash advances up to your maximum credit limit from financial institutions that accept the MasterCard credit card. You agree not to present your Card or obtain a Cash Advance for any extension of credit in excess of your available Credit Limit (card limit and/or aggregate account limit). Certain purchases and cash advances require authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our system is not working, we may not be able to authorize a transaction, even though you have sufficient credit available. Also, for security reasons, we may block the use of your Card in certain countries or geographic areas. We will have no liability to you or others if any of these events occur.

ATM Access: If you have received a personal identification number (PIN), you may use your Card and PIN to obtain Cash Advances at any Automatic Teller Machine ("ATM") that accepts your Card. Your PIN is confidential and should not be disclosed to anyone. You agree not to write your PIN on your Card, you will not keep your Card and PIN together, and you will not provide your PIN to anyone who is not an authorized user. Except as otherwise provided in this agreement, advances through ATM access will be treated as Cash Advances under this Agreement. Advances at authorized ATMs are limited to a total of $500.00 per card during any 24-hour period. The total of all cash advances on your MasterCard Account and any withdrawals from your other accounts through an ATM in any 24-hour period may be combined for the purpose of this limitation. Although we do not charge a fee for this service, others may. **Owners of ATMs that we do not own may charge fees in addition to any fees disclosed in this Agreement. This is not a fee charged by your Credit Union; however, any such fee will be added to your account. The party charging the fee is required to provide appropriate disclosures to you with regard to any such fees.**

Term and Termination: Unless canceled by the Credit Union, each Business Card shall be in force for the term stated thereon. Within 45 days of the scheduled expiration date of a Business Card, Company or Designated Employee shall notify the Credit Union if the Business Card should not be renewed. In the absence of such notification, the Credit Union may renew the Business Card for such term as the new card shall state when issued. The Credit Union shall have the right to terminate this Agreement, effective immediately, upon any material breach or violation of any obligation contained in this agreement by the Company or any authorized user or guarantor. Without limiting the foregoing, the Credit Union has the right to terminate your line of credit and to demand the return of all cards and other access devices if the Credit Union, in

its sole discretion, feels that it is insecure for any reason whatsoever; including but not limited to mismanagement of your account, failing to safeguard any access device, creation of any credit balances by you that may increase the risk of loss or exposure of the Credit Union or failing to cooperate with the Credit Union or others with regard to any claim of unauthorized use or any other defense to payment under applicable law. Upon termination by you or us, all amounts owed pursuant to the terms of this Agreement are due and payable in full.

Payment and Notice in the Case of Lost or Stolen Card(s): Company shall be liable for any and all authorized charges and cash advances made with any and all of the cards we issue and/ or renew under this agreement and shall pay same together with any finance charges, expenses or other charges accrued. Unauthorized use is any use by an individual other than an authorized user without the knowledge or consent of Company or an authorized user to whom a card was issued and from which you receive no benefit. If Company or an authorized user believes that the Card has been lost or stolen, the credit union must be notified promptly at **(855) 325-0904 or Credit Card Services P.O. Box 182477 Columbus, OH 43272-4935.**

The Credit Union can accept late or partial payments as well as payments that are marked with "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. If you pay more than the Minimum Payment Due, we will allocate the excess amount to your account balance at our discretion, unless you tell us otherwise. You must pay the Credit Union in U.S. dollars drawn on funds on deposit in the United States. If you make payment with other currencies or from an institution domiciled outside the United States, then your payment will not be credited until the funds have been collected by us in U.S. dollars. The Credit Union will determine the the method of applying payments and credits to your account.

Payment crediting, credit balances, payments received at locations other than the address listed on the front of the statement may be subject to a delay in crediting up to five (5) days. If there is a credit balance due you, a request for full refund may be made in writing to the address indicated on the front of the statement after the phrase "send inquiries to" or at: South Carolina Federal Credit Union, P.O. Box 190012, N. Charleston, SC 29419-9012.

You authorize us to honor any Purchase or Cash Advance you make by telephone or mail on this account. You agree that a signature is not necessary as identification in such cases. We reserve the right to refuse to honor any request for credit, to reduce your credit limit or terminate your account at any time using our sole discretion, based on changes in the economy, the Credit Union's financial condition, your creditworthiness or for any other reason not prohibited by law.

To protect you and us, the Credit Union, in its sole discretion, may place a temporary freeze on all or part of the credit available to you for new purchases or cash advances under this agreement any time the Credit Union receives a large payment ($10,000.00 or more), by any method. In such cases, the Credit Union may freeze your credit line until payment is actually collected by us.

Terminating Authorized Users Card(s): The Company shall have sole responsibility for notifying the Credit Union in writing regarding cancellation of charging privileges of authorized user(s). The Company shall return to the Credit Union the card upon cancellation. The Company shall be responsible for any and all charges made prior to the return of the card to the Credit Union.

Limit(s) on Card Purchases and/or Cash Advances: The Credit Union shall establish and advise the Company of the limit (the Individual Card Limit) on the extension of credit under each account, which Individual Card Limit may be adjusted from time to time in the discretion of the Credit Union with the approval of the Company. In addition, the Credit Union establishes a limit (the Aggregate Limit or Control Account) on the extension of credit on all of the accounts. The Aggregate Limit is determined by certain rules and regulations to which the Credit Union is subject, which amount is also disclosed to you separately. The Aggregate Limit shall automatically be adjusted to reflect any changes in the applicable rules and regulations. The Credit Union shall promptly notify the Company of any such changes. In addition, the Credit Union may adjust the Aggregate Limit from time to time in the discretion of the Credit Union with the approval of the Company. The Company represents that it will not make, authorize or allow use of any Card for any purchases or cash advances which would exceed the Individual Limit for the card; and that it will not make, authorize or allow the amount of credit extended under all of the cards to exceed the Aggregate Limit.

The Credit Union shall have the right to withhold any further advances of credit to an account which exceeds its Individual Limit, and to withhold any further advances of credit to any account if the amount owing on all of the accounts exceeds the Aggregate Limit.

Card(s) Are Property of Credit Union and Cancellation: All Cards shall remain the property of the Credit Union and are not assignable or transferable and may be canceled by the Credit Union at any time for any reason, without notice, except as required by law. Such cancellation shall in no way impair existing obligations to the Credit Union. Any and all cards must be surrendered to the Credit Union upon the Credit Union's request.

Default: The Company will be in default if: (a) you fail to pay the Payment Due by the Payment Due Date; (b) the Credit Union, in its sole discretion, feels insecure (For example: Our good faith belief that your ability to pay your account is impaired; use of your account in any manner or in any way that may expose the Credit Union to a risk of loss; etc.); (c) your ability to repay is materially reduced by a change in your employment, by an increase in your obligations, by bankruptcy or insolvency proceedings involving you, by your death, or (for community property state residents only) by a change in marital status or domicile; (d) you exceed your credit limit without our permission; (e) you have made a false or misleading statement to us in your application or otherwise; (f) you are in default under any other agreement with us; (g) if you use or authorize the use of any Card(s) to make or facilitate any illegal transaction; or (h) you fail to perform any of your other obligations under the terms of this Agreement as it may be amended from time to time. Upon default we may close your Account to future purchases and advances and, to the extent not prohibited by Governing Law, demand immediate payment of your entire Account balance, after giving you any notice and opportunity to cure the default if required by applicable law. The Credit Union's sole obligation hereunder with regard to determining and declaring an event of default is the exercise of "good faith," based on its subjective understanding of applicable facts.

Collection Costs: You agree to pay all costs incurred by the Credit Union in collecting any amounts you owe or in enforcing or protecting the Credit Union's rights under this Agreement, including attorneys' fees of not less than 20% of the unpaid balance or such greater sum as may be reasonable, and also those costs, expenses and attorneys' fees incurred in any appellate, bankruptcy and post-judgment proceedings, except as limited or prohibited by applicable law.

Fees: The first five cards issued are at no fee, the Company shall pay a card fee of $5.00 for each additional card issued pursuant to this Agreement. Said amount may be increased from time to time by the Credit Union upon prior written notice to the Company. **Exceeding Your Credit Limit Fee.** The Credit Union may charge your account an over the credit limit fee of up to $30.00 for each billing period in which your new Balance exceeds your credit limit. This fee may be added to your account balance, or collected from you on demand. **Late Payment Fee.** The Credit Union will charge your account a late payment fee of $30.00 for each billing period in which your minimum payment is not received within five (5) days of your payment due date. This fee may be added to your account balance, or collected from you on demand. **Expedited Payment Fee**. You will be charged $11.00 to make an expedited payment. **Returned Payment or Insufficient Funds Fee.** The Credit Union will charge your account a $35.00 fee if your payment by any method, including check, electronic transfer, home banking transaction or otherwise is not honored, collected by us, or if we must return it to you because it cannot be processed for any reason. This fee may be added to your account balance, or collected from you on demand. **Charge for Copies, Research and Card Replacement**. If you ask for a copy of any document, such as a sales slip, Convenience Check, or billing statement, a charge of $22.00 per hour may be imposed for the time it takes to research and locate the document. In addition, a copying fee of $5.00 per copy will be imposed. However, no charge will be imposed in connection with any actual or asserted billing error. We will charge a $5.00 per card fee to replace a lost card. **Card Recovery Fee.** A card recovery fee of $75.00 will be charged if you or any authorized users continues to use the card(s) after we mail you notice of termination of this Agreement; or you notify us of any account or card termination. card(s) after we mail you notice of termination of this Agreement; or you notify us of any account or card termination. **Balance Transfer Fee.** You may be charged a fee for balance transfers. This fee may be added to your account balance, or collected from you on demand.

Financial Information: Unless otherwise specifically agreed in writing by the Credit Union, the Company shall furnish the Credit Union with an annual financial statement at the end of each year; and/or shall furnish such other information as the Credit Union may reasonably request from time to time within 15-days from the date of any such request.

Commercial Use Only: No charges or cash advances may be incurred for personal family household purposes. The Company shall so advise each authorized user.

Monthly Payments: The Credit Union shall provide the Company with a statement showing all charges and appropriate billing data regarding all fees relating to employee Business Cards. The Company will pay to the Credit Union within 25 days from billing cycle closing date indicated on each statement, an amount at least equal to 2.5% or $10 whichever is greater. Balances under $10 must be paid in full. Unless the Credit Union takes other action as a result of default under this Agreement, the Monthly Payment will also include any amount that is past due and any amount by which your new balance exceeds your credit limit.

Automatic Payment Option. if you requested the Automatic Payment Option in your Application, all Minimum Payments due will automatically be deducted from your designated account on your Payment Due Date. If your designated account does not contain sufficient funds, no automatic deduction will be made; we will bill you for the Minimum Payment Due; and your account will be charged an insufficient funds fee and you will be responsible for making the payment by some other means.

Skip Payment Option. At our option, we may offer you the opportunity to not make ("skip") a minimum payment during certain designated billing cycles ("skip payment period"). If you do not make your monthly payments as provided in this Agreement, during such designated billing cycles, you understand that we will continue to apply finance charges to your account. Beginning with the billing cycle following an allowed skip payment period, all other provisions of this Agreement will apply.

Balance Transfers. Balance transfers may not be used to repay existing South Carolina Federal Credit Union loan products. If you transfer a balance form another issuer/merchant, continue to make your monthly payments to the issuer/merchant until you receive a statement from the issuer/merchant reflecting the balance transfer payment. If your balance transfer request exceeds your credit limit, we will process an amount less than your requested amount.

Finance Charges: Your Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances may vary (except during the introductory period with respect to Purchases and Balance Transfers). Your statement will list your purchases, cash advances, and balance transfers, with their corresponding APRs. The Credit Union may adjust the rate once each month at the start of your monthly billing period. The formula for calculating a change in this interest is as follows: we will add a margin to the Prime Rate as correctly published in the Wall Street Journal as of the Wednesday immediately preceding the billing cycle. The margin will be between 2 - 5 % depending on your credit limit, creditworthiness, and risk assessment of the business and/or guarantors. Any increase in the APR will result in an increase in the periodic payments required. The monthly periodic rate will appear on your credit card statement.

You can avoid Finance Charge on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and subsequent purchases from the date they are posted to the account, will be subject to Finance Charge. Cash advances and balance transfers are always subject to the Finance Charge from the date they are posted to the account. Finance Charge (interest) is calculated on the average daily principal balances of purchases and cash advances in the account. The principal balances of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of your Previous Balances, reduced by payments you made and credits applied, and increased by purchases and cash advances made and debit adjustments made 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 and cash advances to which the periodic rate is then applied. If a payment is not paid on or before the 5th day after its due date, a $30.00 late fee will be charged.

Promotional Rates. From time to time and in our sole discretion we may offer a special rate applicable to certain transactions such as particular purchases (as defined by us), balance transfers, cash advances or purchases made by using Convenience Checks. The promotional rate will apply only to the transactions and for the period of time set forth in any such offer from us. Existing balances and new purchases or advances not expressly subject to any such promotion will remain governed by the terms and conditions of this Agreement. In addition, the terms and conditions of this Agreement will govern your obligations regarding any unpaid balance or transactions that are made subject to any such promotional offer, that are not fully paid within the time period set forth in such promotional offer.

Changing This Agreement: Credit Union may change the terms of this Agreement, including the Annual Percentage Rate, at any time. Except where limited by applicable law, the new terms, including, but not limited to, increasing the finance charge or the way the Credit Union calculates finance charges, late charges, and the minimum payment due, will apply both to new purchases and cash advances and to the existing outstanding balance of your account as of the day of the change. In accordance with applicable law, the Credit Union will notify you of any increased charge or change by writing to you at the most recent address shown for you on the Credit Union's records.

Delay in Enforcement/Waivers: The Credit Union may delay or waive enforcement of any of the provisions of this Agreement, including any agreement to make timely payments, without losing its right to enforce the same provision later or any other provisions of this Agreement. You waive the right to receive notice of any waiver or delay or presentment, demand, protest or dishonor.

You also waive any applicable statute of limitations to the full extent permitted by law and any right you may otherwise have to require the Credit Union to proceed against any person before suing you to collect. You understand that the Credit Union will not be liable for a merchant's or other parties' refusal to honor your Card whether due to an error by the Credit Union, the merchant, the Credit Union's authorized agent, or other third party.

Change of Name or Address: You will notify immediately the Credit Union in writing if your Company name or Company address changes for this account, or the Company's or any Guarantors' financial status changes detrimentally.

Additional Terms of Agreement: To the extent not prohibited by applicable law, the terms, interpretation and enforcement of any claim or dispute arising under this Agreement, as well as all parties' rights and duties, will be governed by **South Carolina** law regardless of where you may reside or use your account. Further, this Agreement is the contract which governs all transactions on your Account even though sales, cash advances, credit or other slips may contain different terms. You may not transfer or assign your account or any card to any other person without the Credit Union's written permission. The Credit Union may assign or transfer this Account, your Account balance, or this Agreement to another person, who will have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives. **If any law or judicial ruling makes any part, provision, sentence or section of this Agreement unenforceable, the remainder will continue in full force and effect.** You agree that your account will also be subject to all rules and regulations of MasterCard. If there is any conflict between this Agreement and the rules and regulations of MasterCard, the rules and regulations of MasterCard will control, as applicable.

UChoose Rewards®: UChoose Rewards points may be earned simply by enrolling in UChoose Rewards and using your South Carolina Federal credit card. Log on to UChoose Rewards at uchooserewards.com to enroll and learn more about earning points, balance information, and to discover all the options for redemption to include merchandise, travel, gift cards and more. UChoose Rewards points will not be earned on cash advances.

Overdraft Protection: You can choose to link your Credit Card to your Checking account for overdraft protection. To do this, you must notify us to select this option and inform us of the order in which you want your credit card to act as an overdraft source. Overdraft advances will be treated as a cash advance as outlined in the Finance Charges section with interest accruing from the date of the overdraft advance and will not earn UChoose Rewards points..

If you have multiple account owners or authorized signers on your checking account, you will be responsible for all advances, including interest and charges from your credit card to cover overdrafts regardless of who initiates the transaction that causes the overdraft. Overdraft advances will transfer funds to your checking account in the amount needed to cover the transaction if your credit card is in good standing and the credit available is sufficient. Overdraft advances may occur that cause you to exceed your credit limit. If this occurs, you agree to pay the over limit amount along with any applicable payment amount.

Illegal Transactions: You warrant and agree that your account and any card(s) issued, and any other access device or any related account will not be used to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us) under applicable law, including but not limited to any transaction involving or relating to any gambling activity. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Mandatory Arbitration of Disputes and Claims: Arbitration is a method of deciding disputes outside the court system. The parties agree and understand that they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This provision governs when and how many disputes you and we may have will be decided. Unless specifically prohibited by applicable law all disputes, claims, damages, choses in action, claims for injunctive relief or controversies arising from or relating in any way to the agreements, relationships, accounts, loans, or security agreements between you and us; the relationships which result or arise as a result of this Agreement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in or ancillary to any bankruptcy or other insolvency proceeding; or the validity of this clause (together referred to collectively as Agreement), shall be resolved by binding arbitration by a single arbitrator chosen with the mutual consent of the parties. The arbitrator must be an attorney with more than ten (10) years experience or a retired judge. If for any reason the parties do not consent to an arbitrator within thirty (30) days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association ("AAA").

This arbitration Agreement is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act ("FAA") at 9 USC § 1, et seq., as amended from time to time. It is understood and agreed that your Credit Plan Agreement(s), your Accounts, all transactions on your Accounts, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the Arbitration Act for the State set forth in this Agreement, as amended from time to time, in which case all references to the FAA herein shall be to said State Act. **If the State has no Arbitration Act, then the parties will be governed by the Rules of the American Arbitration Act in any matter not involving interstate commerce.** The parties agree and understand that the arbitrator shall have all power provided by the law and this Agreement to make and enter findings of fact and determination of judgment based on the parties Agreements and applicable law, including but not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of this Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the American Arbitration Association, and the Arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or applicable State Law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than $100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All provisions of this Arbitration Agreement will apply to the panel. Judgment upon the award rendered may be entered in any court having jurisdiction.

WITH THE EXCEPTION OF THE MATTERS SPECIFICALLY ADDRESSED HEREIN, THE PARTIES AGREE AND UNDERSTAND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORD WITH THIS AGREEMENT. Notwithstanding anything hereunto the contrary, the Credit Union retains an option to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the Agreements between the parties, to enforce all monetary obligations by you to the Credit Union so long as there is no dispute that is subject to mandatory arbitration, or to foreclose on any collateral securing your obligations to us by way of replevin, claim and delivery, or otherwise. The initiation and maintenance of an action for judicial relief in a court [on the foregoing terms] shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in any action brought by the Credit Union pursuant to this provision.

Any arbitration proceeding will take place in the federal judicial circuit where you live. If you cannot afford to pay the fees charged by the Arbitrator or any panel for an appeal as provided herein, we will consider any reasonable written request by you for us to pay the fees of the Arbitrator or Arbitration Panel. We will pay any fees or costs specifically required by applicable law. However, each party must bear the expense of that party's own attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern. Any costs we pay in order for you to bring a proceeding hereunder are subject to being awarded to us upon a ruling or an award by the arbitrator that is favorable to the Credit Union. The AAA and other legal assistance services may be able to refer you to legal assistance from government or non-profit organizations that provide assistance to those who can show a financial need for such assistance.

Returns and Adjustments: Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. **Problems with a Purchase:** The Credit Union will not be responsible for any problem You or any Cardholder has with any Purchase. If there is a problem or dispute with a merchant regarding a Purchase, you must still pay all amounts to us as required by this Agreement and settle the problem or dispute directly with the merchant. We will also not be responsible if any Card is not honored by a merchant at any time and for any other problem or dispute you or any Cardholder may have with the merchant.

Charges Made in Foreign Currencies: ***Currency Conversion Fee:*** If you incur a charge in a foreign currency or pursuant to or arising from any international transaction, Mastercard will convert the charge into a U.S. Dollar amount. The Mastercard currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by Mastercard, as applicable. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. ***Cross-Border Transaction Fee*:**In addition, Mastercard charges us a Cross-Border Assessment up to 1% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, an international transaction shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States, whether or not there is a currency conversion.

Mastercard processing rules provide that the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard receives, or the government-mandated rate in effect for the applicable central processing date. In addition, a fee of 1% will be assessed by Mastercard against the issuer of your card (the Credit Union), which is referred to as the International Transaction Fee. Mastercard processing rules are incorporated herein, as amended from time to time. The Credit Union will assess the International Transaction Fee to you to reimburse it for the fee it is required to pay for each of your international transactions.The converted transaction amount will be shown separately from the International Transaction Fee (1%) on your periodic billing statement.

Monthly Statement: We will send you a monthly billing statement whenever there is activity on your account. Your monthly statement will show an itemized list of current charges (Purchases and Cash Advances) and Convenience Check transactions to your account, your new balance, any Finance Charges, the minimum payment due, and the payment due date. In addition, it will show your current credit limit, payments, and credits, a summary showing your Purchases and Cash Advances, the merchant, electronic terminal or financial institution at which transactions were made, as well as other information concerning your account. Sales, Cash Advance, credit or other slips cannot be returned with any statement. You will retain a copy of such slip furnished at the time of the transaction in order to verify your monthly statement. ***E-Statements***: If provided electronically, statements will be (1) e-mailed to you as an attachment; or (2) you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy / download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by any owner.

Access to Account Information: You agree that all borrowers and authorized users will have access to information regarding transactions on your account, including but not limited to purchases and cash advances, account balances, account history, payments and other information relating to or arising with regard to this account or any transaction.

THE FOLLOWING APPLIES ONLY TO WISCONSIN BORROWERS - NOTICE TO MARRIED APPLICANTS - No provision of a marital property agreement, a unilateral statement under Wis. Stat. Sec. 766.59 or a court decree under Wis. Stat. Sec. 766.70 adversely affects the interests of the Credit Union unless prior to the time the credit was extended, the Credit Union is furnished with a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision when the obligation to the Credit Union is incurred.

Automatic Billing Updater (ABU). ABU is an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen, or new cards are issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. If at any time you wish to opt-out of the ABU service, or if you have any questions, please call 855-325-0904.