

**DuPont Community Credit Union**  
**Mastercard® Business Credit Card Agreement**

Annual Percentage Rate (APR) for purchases	Annual Percentage Rate (APR) for cash advances	Variable-rate information	Grace period for repayment of balances for purchases	Grace period for repayment of balances for cash advances	Method of computing the balance for purchases	Annual Fees	Minimum finance charge
Variable Prime* Plus <b>14.74% - 21.74%</b>	Variable Prime* Plus <b>18.74% - 25.74%</b>	Rates may vary. Determine and adjusted monthly. Prime* +	25 days from close date	None	Average daily balance (excluding new purchases)	None	None
Transaction fee For cash advances: <b>3% of Transaction</b>	Balance transfer fee: <b>3% of Transaction</b>		Balance transfer stop payment fee: <b>\$25.00</b>	Late payment fee: <b>\$25.00</b>	Over-the-credit-limit fee: <b>\$25.00</b>		Return check fee: <b>\$25.00</b>

\*The U.S. Prime Rate published in the Wall Street Journal on the third business day prior to the account cycle/ statement date determines the APR of the next cycle.

The information about the costs of the card described in this disclosure is accurate and effective as of **05/01/2023**. This information may have changed after that date. To find out what may have changed, contact us; dccu@mydccu.com, 540.946.3200, 800.245.8085, or P.O. Box 1365, Waynesboro, VA 22980.

In this agreement the words "you" and "your" mean each and all of those who agree to be bound by this agreement. "Card" means the Mastercard Credit Card and any duplicates and renewals we issue. "Account" means your Mastercard Credit Card Line of Credit account with the credit union, and "Credit Union" means the Credit Union whose name appears on this agreement or anyone to whom the Credit Union transfers this agreement.

**1. CURewards Program.** Earn 1 point for every net \$1 spent which can be redeemed for merchandise and travel. Program points cannot be transferred from one account to another. Points from multiple accounts cannot be added together. Points cannot be transferred to any other credit card with DCCU. Points have three (3) year expiration that will be determined on a first in first out basis. Points expiring during the year will be cleared from your account on December 31 of that year. All points earned that are not used prior to expiration will be forfeited. Maximum number of points earned cannot exceed 75,000 per calendar year. For more information, visit [www.mydccu.com](http://www.mydccu.com) and click on the CURewards logo.

**2. Using Your Account.** If you are approved for an 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, cash advances, finance charges, plus other charges as defined in section 6 below 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 in your credit limit only by a method acceptable to the Credit Union. The 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.

**3. Using Your Card.** You understand that the use of your Card will constitute acknowledgement of receipt and agreement to the terms of the Mastercard Business Credit Card Agreement. You acknowledge and agree that any credit granted to you pursuant to the terms and conditions of this agreement will not be used primarily for personal, family, or household purposes, but rather primarily for business, commercial or agricultural purposes. You may use your Card to make purchases from merchants and others who accept MASTERCARD Cards. However, you may not use your Card to initiate any type of electronic gambling transaction through the Internet. 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, you may obtain cash advances from the Credit Union and from other financial institutions that accept MASTERCARD Cards, and from some automated teller machines (ATMs). (Not all ATMs accept MASTERCARD cards.) To obtain cash advances from an ATM, you must use a Personal Identification Number that is issued upon request. You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local laws.

**4. Responsibility.** You agree to pay all charges, (including Credit Purchases and Cash Advances), to your Account that are made by you or anyone whom you authorize to use your Account. You also agree to pay all finance charges added to your Account under the terms of this Agreement. If this is a joint Account, Section 17 below also applies to your Account.

**5. Finance Charges.** You can avoid FINANCE CHARGES 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 will be subject to FINANCE CHARGE. The Finance charge for a billing cycle is computed by applying the monthly Periodic Rate, which is an **Annual Percentage Rate**, to a periodic daily rate on the average daily balance. The average daily principle balance of purchases is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the billing cycle. Each daily balance of Credit Purchases is determined by subtracting from the previous balance of credit purchases any payments received and credits as posted to your account, but excluding any unpaid FINANCE CHARGES.

On Cash Advances: A monthly Finance Charge will be imposed on Cash Advances from the date each Cash Advance is made or from the first day of the billing cycle in which each Cash Advance is posted to your account, whichever is later. This monthly Finance Charge will continue to accrue on the unpaid average daily balance of such Cash Advances until (i) the date of payment if paid during the same billing cycle, (ii) the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or (iii) the date of payment if more than twenty-five (25) days after the closing date

The Finance charge for a billing cycle is computed by applying the monthly Periodic Rate, which is an Annual Percentage Rate, to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the billing cycle. Each daily balance of Cash Advances is determined by adding any new Cash Advances posted to your account during the billing cycle to the outstanding unpaid balance of Cash Advances at the beginning of the billing cycle, and subtracting any payments received or credits posted to your account during the billing cycle.

**6. Other Charges.** The following other charges (fees) will be added to your Account, as applicable:

- a. **Over-the-Credit-Limit Fee.** You may be charged a fee of \$25 on a statement date if your New Balance on that date, less any fees imposed during the cycle, is over your credit limit. You will be charged the fee each subsequent month until your New Balance on the statement date, less any fees imposed during the cycle, is BELOW your credit limit.
- b. **Late Payment Fee.** If you are ten (10) or more days late in making a payment, a late charge of \$25 will be added to your account.
- c. **Return Payment Fee.** If a payment on your account is returned unpaid, you will be charged a fee of \$25 for each item returned.

- d. **Collection Cost Fee.** Unless prohibited by applicable law, you are required to pay the credit union's collection expenses, including court costs and reasonable attorney's fees, whether incurred before or at trial, on appeal, during any bankruptcy or insolvency proceedings, during any post-judgment collection proceedings, or otherwise.
- 7. 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 25 days after your statement closing date, whichever is later. You may, of course, 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 is 3% of your Total New Balance, or \$25, whichever is greater. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit. Returns and refunds are not applied to your minimum monthly payment due.
- Payments up to \$10,000 – available credit is increased immediately.
  - Payments in excess of \$10,000 – available credit is increased in three (3) business days.

**8. Payment Allocation.** Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses.

**9. 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. To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we have the right to recover any of these goods which have not been paid for through our application of your payments in the manner described in paragraph "Payments." In addition, you agree that your account is also secured by all the shares and deposits in all your individual and joint accounts with the Credit Union now and in the future. Shares and deposits in an Individual Retirement Account and any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you give in your shares and deposits. If you are in default, the Credit Union can apply the shares and deposits that you have given as security under this Agreement towards what you owe. Property you have given to secure other loans now and in the future will also secure this account. The Credit Union can also exercise any other rights the law gives the Credit Union when you are in default.

**10. 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 break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default 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. If immediate payment is demanded, you agree to continue paying finance charges, at the periodic rate charged before default 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.

**11. Liability for Unauthorized Use-Lost/Stolen Card Notification.** You agree to notify us immediately, orally or in writing at PO Box 1365, Waynesboro, VA 22980 or dccu@mydccu.com or telephone 800.654.7728 seven (7) days a week, twenty four (24) hours a day, of the loss, theft, or unauthorized use of your Mastercard Business Credit Card. You will be liable for the unauthorized use of the Mastercard Business Credit Card, except that you will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use.

**12. Changing or Terminating Your Account.** The Credit Union may change the terms of this Agreement from time to time without notice to you, unless prohibited by applicable law. Notice of any change (if required by applicable law) will be given in accordance with applicable law. Unless prohibited by applicable law, any such 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.

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. If this is a joint Account, Section 17 of this Agreement also applies to termination of the Account.

**13. Credit Review and Release of Information.** You authorize the Credit Union to investigate your credit standing when opening or reviewing your account. Rate will be based on the primary guarantor. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing. If your account is eligible for emergency cash and/or emergency card replacement 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 service(s).

**14. Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns or adjustment, and they will do so by sending us the credit slip, which we will post to your account. If your credit and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advanced. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six months.

**15. Foreign Transactions.** Purchases and cash advances/cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard from a range of rates available in wholesale currency markets from the applicable central processing date, which rate may vary from the rate Mastercard itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.

**16. Merchant Disputes.** Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Mastercard Business Credit Card.

**17. Credit Limitations.** Maximum available Cash Advance Credit – 25% of Total Credit Limit

**18. Joint Accounts.** If this is a joint Account, each person on the Account must sign the Agreement (by signing on the application). Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you "individually" to repay the entire amount owed under this Agreement. Each of you authorized the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.

**19. Effect of Agreement.** This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms.

**20. No Waiver.** The Credit Union can delay enforcing any of its rights any number of times without losing them.

**21. Statements and Notices.** Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any person on the Account will be considered notice to all persons on the Account. It is the responsibility of each person on the account to give the Credit Union written notice of any change in his or her current address.

**22. Final Expression.** This Agreement is the final expression of the terms and conditions of this Mastercard line of credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

**23. Copy Received.** You acknowledge that you have received a copy of this agreement.

**24. Reimbursement for Losses: Attorney's Fees: Our Liability.** Unless prohibited by applicable law and except as otherwise provided in paragraph 11 hereof, you agree to reimburse us for any damage, liability, loss, cost and expense, including reasonable attorney's fees, we may incur in connection with your Account,

including, but not limited to, damages, liabilities, losses, cost and expenses resulting from your failure to follow this Agreement, except to the extent they are caused solely by our intentional misconduct. If we bring any legal action to collect any amount due under, or to enforce, this Agreement, we shall be entitled, subject to applicable law, to payment from you for our reasonable attorney's fees and costs, including fees and costs incurred before or at trial, on appeal, during any bankruptcy or insolvency proceedings, during any post-judgment collection proceeding, or otherwise. You assume sole responsibility for any unauthorized use of the Card or other access device and shall immediately indemnify, defend and hold the Credit Union harmless from all claims, demands, liabilities, actions, proceedings, losses and damages, including reasonable attorney's fees, related to or arising out of any unauthorized transaction. IN NO EVENT SHALL THE CREDIT UNION (OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS) BE LIABLE FOR ANY INDIRECT, SPECIAL INCIDENTAL, CONSEQUENTIAL PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE ARE ADVISED OF THE POSSIBILITY THEREOF), AND YOU SPECIFICALLY WAIVE YOUR RIGHT TO CLAIM ANY SUCH DAMAGES AGAINST US.

**25. Severability.** If any part of this Agreement is inconsistent with any applicable law, then to the extent the law can be amended by contract, you and we agree that this Agreement governs and that the law is amended by this Agreement. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

## **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 to us as soon as possible. We must hear from you no later than 60 days after we sent 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 not less than three 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 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. In addition, we must tell you the name of anyone we reported you to. Upon settlement of a disputed bill, we must notify anyone we reported you to that the matter has been settled. If we don't follow these rules, we can't collect the first \$50 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 a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two 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 address; and (b) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.