

Digital Federal Credit Union
Visa[®]
Business Platinum Credit
Card Agreement

DISCLOSURE STATEMENT
IMPORTANT DOCUMENT
PLEASE KEEP FOR YOUR
RECORDS



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Introduction: This Digital Federal Credit Union Visa Business Platinum Credit Card Agreement ("Agreement") governs the use of your Digital Federal Credit Union Visa Business Platinum Credit Card Account ("Account"). In this Agreement, the words "you" and "your" mean (i) the business on whose behalf the related Digital Federal Credit Union Business Credit Application or other written document (including an electronic record) that you signed or otherwise submitted for this Account (your "Application") was submitted and (ii) each and every person who signed the Application. The words "we", "us" and "our" mean Digital Federal Credit Union and its successor(s) and assign(s). The word "Card" refers to the **Visa Business Platinum** credit card that we issue to you or on your behalf. The use of your Account number to obtain advances will be considered a use of your Card. Your Application, the Visa Business Platinum Credit Card Approval Letter ("Letter") received by you prior to this Agreement, your Card and the card carrier that we send with your Card, your signature (including any electronic or digital signature) on any Application, sales slip or other evidence of indebtedness on your Account and any other documents required by us now or in the future in connection with this Agreement and your Account (such as any personal guarantees or security agreements) are hereby incorporated into and made a part of this Agreement. The word "Guarantor" means each person identified in your Application as a personal or corporate guarantor. You and we agree to the following terms and conditions:

Use of Account and Conduct of Business: You represent, warrant and agree that this Account will be used solely for business and commercial purposes and not for any personal, family or household purpose. You agree to comply with all laws, statutes, regulations and ordinances pertaining to the conduct of your business and promise to indemnify and hold us

harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

Effective Date: The words "Effective Date" as used in this Agreement mean the date specified in your Letter. You understand and agree that we may postpone, without penalty, any advance under your Account until all required security interests have been perfected and we have received all required personal guarantees or other documentation.

Promise to Pay Obligation: You promise to pay us, or to our order, without defense or setoff, the outstanding principal balance of all advances, fees and charges on your Account, together with interest thereon, plus any other sums due under this Agreement. Subject to any grace periods, interest will be calculated from the date of each advance or other transaction until repayment in full. Each of you, if more than one, is jointly and severally liable on this Agreement. This means that we may require any of you to pay all amounts due under this Agreement, including credit advances made by any of you, even if it exceeds the authorized Credit Limit. Any one of you, on your request alone, may cancel your Account, request and receive advances or take any other action regarding your Account. We may release or modify the obligations of any one or more of you (or any guarantor) from responsibility under this Agreement, and the other obligors will remain fully responsible hereunder.

Credit Limit: This Agreement governs a line of credit for a maximum total dollar amount (including, without limitation, principal, interest, fees and charges) up to the dollar amount disclosed from time to time as your Credit Limit, shown initially on the Letter and thereafter on your Statement. You agree not to

request any advance that will make your Account balance exceed your Credit Limit. If you exceed your Credit Limit, you agree to repay immediately the amount by which the balance of your Account exceeds your Credit Limit, even if we have not yet billed you for such amount. We may refuse to authorize or accept any request for an advance (including any Check) that would cause you to exceed your Credit Limit. Our payment of any amount in excess of your Credit Limit will not constitute an increase in your Credit Limit. We may reduce or increase your Credit Limit at any time and will notify you accordingly by Statement or otherwise

Overlimit Fee: If the daily balance exceeds the Credit Limit at any time during the Billing Cycle, the card will be assessed an Overlimit fee as disclosed within the *Additional Terms*.

Advance: Provided that you are not in default and your right to request advances has not been terminated, suspended or canceled, you may obtain advances from your Account after the Effective Date. You may obtain advances by purchasing goods, labor, insurance, and/or services (including mail, telephone and electronic orders) through merchants or other parties that honor the Card ("Purchases"). If applicable, you may also obtain advances ("Cash Advances") (i) by presenting your Card at any financial institution honoring such Card; (ii) by writing a check ("Check") on your Account; or (iii) by requesting that an advance be credited to your Digital Federal Credit Union Business Checking Account or other deposit account designated by you and acceptable to us. You authorize us to pay any Check drawn on your Account even if the signature does not correspond exactly to the signature on our own records. You authorize and direct us to accept requests by telephone for advances to be transferred to your Digital Federal Credit Union Business Checking Account or other permitted

deposit account, provided that you (or an Authorized User) identify yourself to our satisfaction when requesting such an advance. Each telephone transfer request may take up to three business days to process. All Checks written on your Account and other advance requests must be in U.S. Dollars. You may not use a Check to make any payment on your Account. Advances may be requested by an Authorized User specifically authorized and designated by you for such purpose. You agree to indemnify and hold us harmless, for, from and against any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any claim by you or any third party against us in connection with our performance of transfers as described above. This indemnity will survive termination of your Account and this Agreement.

Limitations on Your Ability to Obtain Advances: We will have no obligation to advance funds under your Account if: (i) you fail to make any payment when due; (ii) you or any guarantor is (or would be if we honored your request) in default under or otherwise in violation of the terms of your Account, this Agreement or any other agreement that you or any guarantor have with us or any of our affiliates; (iii) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of your Account or any other credit extension with us or any of our affiliates (whether made to you or to any other party); (iv) you have applied funds provided pursuant to the Account for purposes other than those permitted under the Agreement or authorized by us; (v) your Credit Limit has been or would be exceeded; (vi) your Check is post-dated, (vii) your Card, Check, or other access device has been reported lost or stolen; (viii) your Purchase, Cash Advance and/or Check is not signed by an "Authorized User"; (ix) your request is less than the minimum amount

required by this Agreement or otherwise is not permitted under the terms of the Agreement; or (x) we receive conflicting demands from any of you. If we honor any request for an advance under these conditions, then you must repay any such advance with interest in accordance with the terms of this Agreement, subject to applicable law. You hereby authorize us, in our sole discretion, to pay any post-dated Check and agree to hold us harmless against any and all liability arising from the payment of any such post-dated Check. If we receive conflicting demands or instructions from any of you, then we may, at our option, refuse to make any advance that has not been requested by all of you together. Our liability, if any, for wrongful dishonor of a request for an advance is limited solely to your actual damages. You hereby agree that if we dishonor a proper request for an advance for any reason as provided in the Agreement, it is not a wrongful dishonor. In no event will we be liable for any delay or refusal to follow instructions that occurs as a result of an actual or apparent conflict.

Additional Terms Regarding Advances if applicable: We will not be responsible for the failure or refusal of anyone to honor Cards, Checks or other access devices that we supply to you. If a merchant or others who honor your Card agree to give you a refund or adjustment in connection with a Purchase or Cash Advance, then you agree to accept a credit to your Account in lieu of a refund in cash or otherwise. You agree to return for statement verification a record and/or your copy of each sales draft, credit voucher, and cash advance draft, or automated teller machine receipt arising from an advance on your Account. We may choose not to return Checks along with your Statements.

Access Device Termination: Any Cards, Checks or other access devices that we supply to you must be returned to us or our agent immediately upon demand. If your Account is

terminated for any reason, you must immediately follow our instructions for the return or destruction of all Cards, Checks and any other access devices that may have been issued. Any use of any Cards, Checks or other access devices following termination may be considered fraudulent. You will remain liable for any further use of Cards, Checks or other access devices notwithstanding termination should we honor advances by means of such Cards, Checks or other access devices.

Authorized User if applicable: The term "Authorized User" means: (i) in the case of a corporation, partnership, or limited liability entity, those individuals authorized and required to sign the Application, (ii) in the case of a sole proprietorship, the owner(s), or (iii) those other individuals designated in your Application as authorized to use Cards and obtain advances. Such Individuals must agree to execute other forms of signature identification as may be required by us.

Program Administrator: You agree that each individual that signed the Application (each an authorized "Program Administrator") will actively manage this Account and any services obtained in connection with this Agreement. You agree and acknowledge that we may rely on all directions and information we receive from each Program Administrator regarding the Account and any services obtained under this Agreement. The Program Administrator's responsibilities include the following: (i) making Authorized Users aware that advances from the Account are for business use only; (ii) ensuring timely payments; (iii) notifying us immediately, and confirming in writing within two (2) days, if an Authorized User's authority to generate advances on the Account has been or will be revoked (because of a termination of employment or for any other reason); (iv) using reasonable efforts to collect and dispose of Cards, Checks and other access devices from

Authorized Users when authority to generate advances are revoked; (v) providing to us, upon request, a statement as to whether or not an Authorized User has been reimbursed for advances from the Account; and (vi) at our request, notifying us of an Authorized User's last known address and telephone number.

Statements: If you have a balance owing on your Account or have any account activity, we will send you a monthly billing statement (each a "Statement") covering activity during that billing period ("Billing Cycle"). It will show, among other things, the balance of your Account at the beginning of the Billing Cycle ("Previous Balance"), any new advances, accrued periodic interest owed and other charges, payments made and other credits, and the balance outstanding on the closing date of the Billing Cycle ("New Balance"). Your Statement also will identify your Minimum Payment and the date it is due. If you think your Statement is wrong, or if you need more information about a transaction on your Statement, write to us (on a separate sheet) at the address listed on your Statement. In your letter, give us the following information:

- Your name and account number;
- The dollar amount of the suspected error; and
- 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

After we receive your letter, we will investigate your question. Within 90 days we will either correct the error or send you a letter explaining why we believe your Statement was correct. We will provide you with photographic or other documentary evidence of each advance upon your reasonable request or upon proper written notice of a billing error.

Account Records: The unpaid principal balance owing on your Account at any time may be evidenced by a record of the account in which we will make entries for each advance and such other debits and credits as will be appropriate in connection with your Account, or by our internal records, including daily computer reports. All such entries by us will be conclusive evidence of the amount owed absent manifest error. You agree that we may make adjustments to your Account from time to time as required to reflect corrections, such as if advances or credits are posted to the wrong account or in the wrong amount.

Periodic finance charge: The periodic finance charge rate is stated as an annual percentage rate on the Approval Letter and on your monthly statement. The periodic finance charge for each billing cycle will be computed by multiplying the periodic finance charge rate times the average daily balance of your Account during that cycle. We get the “average daily balance” by adding together the daily balance for each day in a cycle and dividing the total by the number of days in that cycle. The minimum finance charge for a statement period during which there is a finance charge is stated on the Letter. We get the “daily balance” of the Account by using one of the following methods:

- A. *Payment within the grace period method* - If the Letter specifies a grace period and the new balance shown on a monthly statement is paid in full by the payment due date shown on the statement, then no finance charge will be imposed on the purchases itemized on that statement. If this is the case, then we get the “daily balance” of the Account for each day by adding to the beginning balance all cash advances and other debits (other than purchases) and deducting all payments and other credits made or received as of that day.

- B. *No grace period method* - If the Letter does not specify a grace period, or there is a grace period but the new balance shown on a monthly statement is not paid in full by the payment due date, then the “daily balance” of the Account for each day is determined by adding to the beginning balance all purchases, cash advances and other debits and deducting all payments and other credits made or received as of that day.

Monthly Periodic Rate: The Monthly Periodic Rate of interest used in determining the amount of periodic interest due is a variable rate which may change from Billing Cycle to Billing Cycle. The Monthly Periodic Rate for each Billing Cycle will be 1/12 of the sum of an index (“Index”) plus a margin (“Margin”). We can tell you the current Index, Margin and interest rate upon request. The current Index, Margin, applicable Monthly Periodic Rate and corresponding Annual Percentage Rate for each type of balance are shown in the Letter. If the Index is no longer published, then we may select an alternate published index which to calculate interest rate adjustments, and that alternate Index will be come the Index. The Index will be reviewed on the 15th of every month. If a change has occurred, the change to the interest rate will take effect on the first calendar day of the following month.

In the event of default, we may impose a Default Rate as indicated in "Our Rights Upon Default" below.

Maximum Rate: The total interest due on your Account including periodic interest and any fees, charges or other sums in the nature of interest, will not exceed the maximum rate for written contracts allowed by applicable law.

PAYMENTS: You agree to send payments on your Account, postage paid, to the payment address indicated on your Statement or as otherwise permitted or instructed by us. All payments must be made in good funds by check, money order, wire transfer, automatic transfer from your Digital Federal Credit Union Business Checking account, or other instrument in U.S. Dollars. You may pay more than the Minimum Payment due without penalty any time. Payments in excess of your Minimum Payment due do not relieve you of your obligation to continue to make your Minimum Payment each month. You understand and agree that payments made at any other address than as specified by us may result in a delay in processing and/or crediting. You will allow one business day for payments to be reflected in your available balance with Visa. Unless otherwise agreed or required by applicable law, we will apply payments to your account in the following order: (1) all unpaid **FINANCE CHARGE**, (2) Late and Overlimit Fees, (3) promotional transfer balances in ascending rate order, (4) cash advance balance, and (5) purchase balance.

DEFAULT: You may be considered to be in default if (a) you do not pay on time or in the proper amount; (b) I fail to adhere to any of the terms of this Agreement; (c) any representation or statement made or furnished to us by you or on your behalf is false or misleading either now or at the time made or furnished; (d) a material change occurs in your ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (e) you liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (f) you sell any assets except in the ordinary course of your business as now conducted, or sell, lease, assign or transfer any substantial part of your business or fixed assets

or any property or other assets necessary for the continuance of your business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (g) you cease doing business, become insolvent, a receiver is appointed for all or any part of your property, you make an assignment for the benefit of creditors, or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (h) any guaranty of your indebtedness to us, whether related or unrelated to your Account, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by any guarantor is false or misleading; (i) you or any guarantor (whether on your Account or any unrelated amount owed to us by you) dies; if you are a sole proprietorship, the owner dies; if you are a partnership, any general or managing partner dies; if you are a corporation, any principal officer or 10.00% or greater shareholder dies; if you are a limited liability company, any managing member dies; if you are any other form of business entity (any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (j) any creditor tries to take any of your property on or in which we have a lien or security interest, whether related or unrelated to your Account, including a garnishment of any of your accounts with us; (k) a judgment or judgments is entered against you or any guarantor(s) (whether on your Account or any unrelated amount owed to us by you) In the aggregate amount of \$250 or more that is not satisfied within thirty (30) days *or* stayed pending appeal; (l) an involuntary lien or liens is attached to any of your or any guarantor's

assets or property (whether on your Account or any unrelated amount owed by you to us) and not satisfied within thirty (30) days or stayed pending appeal; (m) an adverse change occurs in your financial condition or applicable credit histories; (n) we in good faith deem you insecure; (o) you are in default under any agreement for borrowed money or any other material contract; or (p) any of the events described in this default section occurs with respect to any guarantor.

Our Rights Upon Default: Upon default, the entire unpaid principal balance of your Account and all accrued and unpaid interest thereon and all other sums owing, less any unearned refundable charges and subject to legal limits, will be immediately due and payable and you will immediately pay that amount and we may, but are not required to, immediately terminate or suspend making advances or otherwise extending any further credit to you under this Agreement. Upon your failure to pay all amounts due pursuant to this paragraph, we may, at our option and if not prohibited by applicable law, immediately increase the rate for each balance on your Account to **17.50%**. We may hire or pay someone else to help collect your Account if you do not pay. You will pay us any collection costs incurred by us. This includes, subject to any limits under applicable law, our attorneys' fees and our legal expenses, including attorneys' fees and legal expenses for bankruptcy proceedings, civil actions, arbitration proceedings, declaratory actions or other filings or proceedings, declaratory efforts to modify or vacate any automatic stay or injunction, appeals, and any anticipated post-judgment collection services. You will also pay any court costs, in addition to all other sums provided or allowed by law. The initial Default Rate is shown on the Letter.

TERMINATION (Other than By Default):

Upon ninety (90) days prior written notice

("Termination Notice") to you, we may terminate your Account and demand full payment for all advances there under, together with accrued interest, thereon and all other amounts owing under the Account, less any unearned refundable charges and subject to legal limits. If we do so, we will not allow any further advances to you under this Agreement, and you agree to return or destroy any Cards or other access devices immediately. If a request for an advance is presented to us for payment after we terminate your Account and we process it for payment or you otherwise obtain an advance, you agree that we may add the amount of that advance to your outstanding Account balance. If we terminate your Account, you will remain liable for all obligations under this Agreement.

You may terminate your Account at any time by: (i) paying us in full the outstanding and unpaid principal balance plus accrued interest thereon, and all other sums due less any unearned charges and subject to Legal limits; (ii) notifying us in writing that you are terminating your Account; and (iii) immediately returning or destroying all Cards, Checks or other access devices.

Additional Terms:

Minimum Finance Charge is \$1.00

Grace Period for Cash Advances is None

Grace Period for Purchases is approximately 25 days

Cash Advance Fee is 3%*

Late payment Fee is \$45.00*

Overlimit Fee is \$45.00*

Returned Check Fee is \$25.00*

Foreign Currency Transaction Fee is 2%*

*per occurrence

OTHER TERMS

Security Interest; Right of Setoff: You grant to us a contractual possessor security interest in, and hereby assign, convey, deliver, pledge and transfer to us all your right, title and interest in and to your Digital Federal Credit Union Business Checking Account, your other accounts, if any, with us or any of our affiliates (whether savings, business checking account, money market, or some other account), including without limitation all accounts you may open in the future, but excluding all IRA, SEP, Keogh and certain trust accounts. You authorize us and each of our affiliates, to the extent permitted by applicable law, to charge or set off all sums owing pursuant to the Agreement against any and all such accounts and, at our option, to administratively freeze all such accounts to allow us to protect our charge and setoff rights provided in this paragraph.

Collateral Requirement: If we require collateral for your Account, you agree to execute a security agreement and other documents that we deem reasonably necessary to perfect the security interest in the collateral. You authorize us to file financing statements naming you as debtor and describing the collateral.

Insurance Requirements: You may be required to obtain insurance acceptable to us on any physical collateral securing your Account. If required, you may obtain insurance through a company of your choice that is satisfactory to us. Subject to applicable law, if you fail to obtain or maintain the required Insurance we may purchase insurance to protect our own interest and add the premium to your Account balance and/or declare your Account in default.

Financial Information and Reevaluation of Credit: You and each guarantor (If any) authorize us to obtain

business and personal credit bureau reports in your and any guarantor's name, respectively, at any time and from time to time. You and each guarantor (if any) agree to submit current financial information, a new credit application, or both, in your name and in the name of each guarantor, respectively, at any time promptly upon our request. Based on our review of this information, we may at any time and from time to time, at our sole discretion and subject to any applicable notice requirements, increase or decrease your Credit Limit, increase or decrease your Margin and interest rate, or terminate this Agreement, as permitted by applicable law. We may report our credit experiences with you and any guarantor of your Account to third parties as permitted by law. You also agree that we may release information to comply with governmental reporting or legal process which we believe may be required, whether or not such is in fact required, or when necessary or helpful in completing a transaction, or when investigating a loss or potential loss. **YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE CREDIT OBLIGATIONS HEREUNDER.**

Foreign Transactions: Purchases using a Digital Visa Business Platinum Credit Card made in foreign countries and foreign currencies will be billed to me in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA International, Inc.

If a transaction is made at a merchant or ATM that uses a currency other than U.S. dollars, Visa International Incorporated will convert the charge into a U.S. dollar amount. Visa will use the government-mandated conversion rate in

U.S. dollars or a wholesale currency market rate based on the transaction processing date.

I understand that you have no control over the conversion rate and that the currency conversion rate used by Visa on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

A separate Visa International Service Assessment (ISA) Fee of 2% will apply for each foreign currency transaction. The ISA fee will be charged directly to you and will appear on my statement as an additional charge.

Guaranty: Each Guarantor jointly, severally, and unconditionally guarantees payment of, and agrees to pay to our order upon demand, all present and future obligations at any time outstanding under your Account pursuant to this Agreement or any extension, renewal, or modification hereof. The obligations under this guaranty are independent, and each Guarantor agrees as follows: (i) we may obtain consumer credit reports on and provide information to others regarding such Guarantor; (ii) such Guarantor will pay all our expenses, including our attorneys' fees at trial or on appeal, that we incur in enforcing all obligations under this Agreement including this guaranty; and (iii) such Guarantor hereby grants us a security interest, in all deposit accounts that such Guarantor may maintain with us or any of our affiliates (excluding IRA, Keogh, SEP and certain trust accounts). This is a guaranty of payment and performance and not of collection. To the extent permitted by law, each Guarantor waives: (a) any right to require us to proceed against any other person associated with the Account; (b) any right to require us to proceed against or exhaust any security held by us at any time or to pursue any other remedy before proceeding against such Guarantor (c) all notices of any kind or the lack of any notice,

including, notice of any new or additional indebtedness, any modification of any obligation, or obligation or notice of any action or non-action on the part of you, us, any Guarantor or any other person: (d) any defense based upon an election of remedies by us; (e) any right or claim of right to cause a marshalling of your assets or any Guarantor; (f) any invalidity, irregularity or unenforceability, in whole or in part, of this Agreement; (g) any right or claim of right to agree to any modification of any obligation and any modifications of any of your obligations relating to this Account by operation of law or by action of any court, whether pursuant to the Bankruptcy Act, or any other Federal or State debtor relief law; (h) any action, occurrence, event or matter consented to by such Guarantor; and (i) the benefits of any statutory or other provision limiting the liability of a surety to the extent of any conflict between the foregoing waivers and any waivers contained in this Agreement, provided that the waiver in each instance most expansive and beneficial to us will be deemed to control.

MISCELLANEOUS

Delay or Waiver of Enforcement: We may delay or waive the enforcement of any of our rights under this Agreement or applicable law, without losing the delayed or waived right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating your Account for non-payment will not constitute any waiver of our right to terminate your Account in the future if you have not paid as required by this Agreement.

Notices: Except as otherwise provided in this Agreement, notice under this Agreement must be in writing. Notices will be deemed given when deposited in the U.S. mail, postage prepaid, first class mail, when delivered in

person, or when sent by registered mail, by certified mail, or by nationally recognized overnight courier. Notice to you will be sent to your last known address in our records for this Account, attention: Program Administrator. Notice to any of you will be deemed notice to all of you. Notice to us may be sent to: Digital Federal Credit Union, 220 Donald Lynch Blvd, Marlborough MA 01752. You agree to notify us immediately if you change your name, your address or other contact information or your employer, if there are any errors in your Statement, if you lose any access device or any access service or device is compromised, if any unauthorized person uses your Account or if any of you dies, is declared incompetent or is the subject of a bankruptcy or insolvency proceeding. You agree that a notice of incompetence is not effective unless issued by a court having jurisdiction and we receive notice and instruction from the court. Notwithstanding the above, we may, at our option, accept other evidence of incompetence acceptable to us, and you agree to indemnify and hold us harmless from and against any and all claims relating to acceptance or non-acceptance of proof of incompetence in any transaction. This indemnity will survive termination of your Account and this Agreement.

Waiver of Notices and Other Terms: Except for any notices provided for in this Agreement, you and any person who has obligations pursuant to this Agreement (e.g., a guarantor), to the extent not prohibited by applicable law, hereby waives demand, notice of nonpayment, notice of intention to accelerate, notice of acceleration, presentment, protest, notice of dishonor, and notice of protest. To the extent permitted by applicable law, you and any person who has obligations pursuant to this Agreement also agree: we are not required to file suit, show diligence in collection against you or any person who has obligations pursuant to this Agreement, or proceed against any collateral; we may, but

will not be obligated to, substitute, exchange or release any collateral; we may release any collateral, or fail to realize upon or perfect our security interest in any collateral; we may, but will not be obligated to, sue one or more persons without joining or suing others: and we may modify, renew, or extend this Agreement (repeatedly and for any length of time without notice to or approval by any person who has obligations pursuant to this Agreement (other than the party with whom the modification, renewal or extension is made)).

Tax Consequences: You understand that neither we, nor any of our employees or representatives, make any representation of warranty whatsoever concerning the tax consequences of your establishing and using your Account, including the deductibility of interest and that neither we, nor any of our employees or representatives will be liable in the event interest on your Account is not deductible. You should consult your own tax advisor for guidance on this subject.

Transfer and Assignment: Without prior notice or approval by you, we reserve the right to sell or transfer all or any portion of our interest in this Agreement to another lender, entity or person. Your rights and obligations under this Agreement belong solely to you and may not be transferred or assigned by you. Your obligations however, are nonetheless binding upon you and your heirs, legal representative, successors, and assigns.

Governing Law: This Agreement is entered into and will be performed in Massachusetts and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Massachusetts, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You agree to submit to the

personal jurisdiction of the courts of the State of Massachusetts.

Interpretation: The names given to paragraphs or sections in the Agreement are for convenience of reference only. They are not to be used to interpret or define the provisions of this Agreement. This Agreement is the best evidence of your agreement with us. If a court responsible for interpreting the Agreement finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of the Agreement will not be valid and enforced and, to the extent permitted *by* law, the rest of the Agreements are therefore binding, valid and enforceable. If *you* or we go to court or otherwise seek to enforce the Agreement, we *may*, to the extent permitted by law, use a copy, filmed or electronic, of *any* periodic statement, the Agreement or any other document to prove what you owe us or that a transaction has taken place. The copy of the microfilm, microfiche, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a manifest billing error, our most current Statement, if any, is the best evidence of your obligation to pay.

Future Service: The Application for this Account also serves as a request to receive offers of any related new services (such as access devices) which may be available from us at some future time and for which we consider you to be eligible in our sole discretion, reasonably exercised. You understand that this request is voluntary and that you may refuse any of these new services at the time they are offered. You further understand that the terms and conditions of this Agreement, together with any specific terms covering the new service, will govern any transactions made pursuant to any of these new services.

Change In Terms: We may change any of the terms of your Account at any time (including, without limitation, any terms of this Agreement) subject to any required notice to you in compliance with applicable law. We will provide you with such notice as is required by law by mailing such notice to you at the last known address shown in our records for your Account, attention: Program Administrator. Subject to applicable law, and provided that we do not notify you otherwise, any changes will apply to the outstanding principal balances of your Account as well as to future advances.

Monitoring, Recording and Electronic Communications: In order to ensure a high quality of service for our cardholders, we may monitor and/or record telephone calls between you and our employees. You acknowledge that we may do so and agree in advance to any such monitoring or recording of telephone calls. You also agree that we may communicate with you electronically by e-mail.

NOTICE: THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

Acknowledgment: You acknowledge having read and understood all the provisions of this Agreement. You agree to the terms of this Agreement, unless we are notified otherwise in writing prior to the first advance that includes your signature or the signature of an Authorized User or any use of your Card (by you or an Authorized User), whichever occurs first. You agree to sign and, if appropriate have Authorized Users sign, in the space provided for authorized signatures on your Card, prior to any use of your Card.

BORROWER: Your signature (including any electronic or digital signature) on any Application, or any other document required by us in connection with this Agreement and your Account (such as any personal guarantees or security agreements) are hereby incorporated into and made a part of this Agreement.

Membership Requirement: You understand and agree that the business must be and remain a member in good standing with us to be eligible for continuing Account and/or Card privileges including future purchases and advances. You understand and agree that we may suspend the Account and/or Card privileges during any period in which the business does not maintain its membership with us.