

this application is approved, or pending. Under the terms of the guaranty, each individual (a) jointly, separately and unconditionally guarantees payment of and agrees to pay to the order of NASA Federal Credit Union, all obligations at any time outstanding under the Business Card Agreement provided pursuant to this application, or any extension, renewal or modification thereof; (b) grants NASA Federal Credit Union a security interest and contractual right of offset in and to, all deposit accounts he/she now or hereafter maintains with NASA Federal Credit Union or any affiliate of NASA Federal Credit Union, if this application is approved; (c) agrees NASA Federal Credit Union may proceed against one or more of the guarantors without proceeding against the Applicant or another guarantor; (d) agrees NASA Federal Credit Union may obtain personal credit reports and provide credit information to others regarding each guarantor; (e) shall pay all expenses including attorney’s fees and the allocated costs of inhouse counsel, including at trial or on appeal, that NASA Federal Credit Union incurs in enforcing the guaranty; (f) agrees that the Business Card Agreement will be provided with each card; that it shall be the responsibility of each guarantor to obtain a copy of such agreement and that the provisions in such agreement relating to arbitration apply to this guaranty; (g) waives the benefit of any state statute of limitation that would apply to this guaranty to the extent allowed by law; (h) agrees that this guaranty and the rights and duties of all parties under this guaranty shall be governed by and interpreted in accordance with federal law and the laws of Maryland, regardless of where cardholder is located or where cardholder uses account; (i) agrees to submit to the jurisdiction of any state or federal court located in Maryland; (j) authorizes NASA Federal Credit Union, upon the occurrence and continuance of any default under the Business Card Agreement or this guaranty, the disposition of funds in his/her share accounts at NASA Federal Credit Union or its affiliates to satisfy all liabilities incurred under the Business Card Agreement or this guaranty without the further consent of any guarantor.

**Individual and Company Liability** — You understand that by accepting this offer you agree to be personally responsible for payment of all balances incurred on all cards and accounts issued now or whenever such additional accounts may be established in the future. If you indicated that you are acting as an officer of the Company with the ability to bind the Company to the obligations of this Agreement, then the Company is jointly liable for all balances on all accounts established in the Company name. You understand that if you leave the employment of the Company, you will continue to be responsible for the outstanding balances on the accounts. You must notify us immediately to close the accounts and prevent further usage.

**Joint Credit** — Each borrower will be responsible, jointly and severally, for the repayment of any amounts owed. If any account access device, such as a Personal Identification Number (PIN) is requested and approved, you understand that any such account access device(s) will be mailed only to the primary borrower at the address that we have on file for you. We may refuse to follow any instructions that run counter to this provision.

**Authorized User** — Authorized user cards can be issued on a Visa Platinum Business Card account. To designate an authorized user, you must request a separate form.

**Lost/Stolen Card Notification** — You agree to notify us immediately, orally or in writing of the loss, theft or unauthorized use of your Credit Card. Contact the Credit Union at P.O. Box 1778, Bowie, Maryland 20717-1778 or telephone the credit union at 301-249-1800 or 1-888-NASA-FCU in the Continental United States.

**Liability for Unauthorized Use** — You are liable for any unauthorized use of your card and account.

**Credit Limit** — If we approve your application, we will establish a self-replenishing line of credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed this approved credit limit. Each payment you make on the account will restore your credit limit by the amount of the payment that is applied to principal. You may request an increase in your credit limit only by application to us, which must be approved by our business loan officer. Without prior notice to you, we may raise your credit limit. By giving you written notice, with good cause, we may reduce your credit limit or revoke your card and terminate this agreement. good cause includes, but is not limited to your failure to comply with this agreement, or our adverse re-evaluation of your creditworthiness. On the card anniversary date or at re-issue, your membership must be in good standing. If any obligation to which you are a party with the credit union is in default, a new card may not be issued to you. This constitutes a termination of your credit line. You may also terminate this agreement at any time, but termination by either you or us does not affect your obligation to pay the account balance plus any finance charges and other charges you owe under this agreement. The cards remain our property and you must recover and surrender to us all cards upon request and upon termination of this agreement.

**Monthly Payment**—We will mail you a statement every month showing your previous balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your credit limit, the new balances of purchases and cash advances, the total new balance, the finance charge due to

date, photocopy and other billed fees, and the minimum payment required. Every month you must pay at least the minimum payment within 25 days of your statement closing date. By separate agreement you may authorize us to charge the minimum payment automatically to your share or share checking account with us. You may, of course, pay more frequently, pay more than the minimum payment, or pay the total new balance in full, and you will reduce the finance charge by doing so. The minimum payment will be 3% of your total new balance, or \$25.00, whichever is greater, or your total new balance, if it is less than \$25.00 plus any portion of the minimum payment(s) shown on prior statements which remains unpaid. At any time your total new balance exceeds your credit limit, you must immediately pay the excess upon our demand. Payments made to your account will be applied in the following order: fees and finance charges; previously billed purchases; cash advances; new purchases. We may accept checks marked “payment in full” or with words of similar effect without losing any of our rights to collect the full balance of your account with us.

**Special Promotions** — From time to time, we may offer special promotions, under which purchases of goods or services, balance transfers or cash advance transactions may be billed to your account with special promotional terms. The finance charges, minimum payment, application of payments and other terms for special promotions may differ from the standard terms described in this Agreement and may be shown on your account statement.

**Finance Charge** — You can avoid a 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 date they are posted to your account, will be subject to a FINANCE CHARGE (interest). Cash advances are always subject to a FINANCE CHARGE from the transaction date. To compute it, we take the beginning balance of purchases in your account each day, add any new purchases, and subtract any payments or credits applied to purchases that day and unpaid finance charges of purchases. This gives us the daily balance of purchases. Then, we add up all the daily balances of purchases for the billing cycle and divide the total by the number of days in billing cycle. This gives us the “Average Daily Balance” of purchases. Finance charges on purchases are figured by applying a Daily Periodic Rate to your average daily balance of purchases, and by multiplying the resulting figure by the number of days in billing cycle for which the particular Daily Periodic Rate was applicable. Your current Daily Periodic Rate and ANNUAL PERCENTAGE RATE were disclosed to you in your Approval Notification Letter. Your Daily Periodic Rate and ANNUAL

PERCENTAGE RATE are variable rates that may change from time to time. Please see Variable Rate Feature for a description of how the rates may change. A FINANCE CHARGE will always be imposed on any portion of an outstanding purchase from the date of posting; however, you can avoid paying a FINANCE CHARGE on current billing cycle purchases if you pay the new balance in full by the due date, and you have no previous balance from any billing cycle.

**Transaction Fee for Cash Advances** — For each cash advance we add an additional FINANCE CHARGE of 3.0% of the advance amount, but not less than \$5.00. This fee will be added to the cash advance balance. (The amount of the cash advance may include a surcharge that the owner of an ATM imposes.) The cash advance transaction fee may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the nominal annual percentage rate.

**Variable Rate Feature** — The Daily Periodic Rate and the ANNUAL PERCENTAGE RATE are variable rates that may change from time to time. Your ANNUAL PERCENTAGE RATE may change (increase or decrease) based on the movements of the Prime Rate, which is the highest Prime Rate published in The Wall Street Journal as of the billing cycle date, plus a margin. The margin for this account was disclosed to you in your Approval Notification Letter and is in effect for 12 months. At the end of 12 months, your account will be reviewed and a change in the margin may be made based on your credit worthiness at that time. Any change in the ANNUAL PERCENTAGE RATE will take effect on the first day of the billing cycle following a change in the Prime Rate. An increase in the Prime Rate will result in an increase in the amount of your FINANCE CHARGE and outstanding balance. Rate information is also provided to you on your periodic statements.

**Default** — You will be in default if you fail to make any minimum payment by the due date and may be charged a late fee. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or if the value of our security interest materially declines. You will be in default if you fail to abide by this agreement or you make any false or misleading statements in any credit application or update of credit information. If you are in default, we have the right to suspend or terminate your credit line (See Credit Limit). We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law you will also be required to pay our collection expenses, including court costs and

reasonable attorneys’ fees plus any fees incurred as a result of bankruptcy.

**Using This Card** — To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the card to a participating VISA plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which will be imprinted with your card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card in an Automated Teller Machine (ATM) or other type of electronic terminal that provides access to the VISA system. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The credit union may make a reasonable charge for photocopies of slips you may request.

**Illegal Transactions Prohibited** — You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law. Transactions of any gambling nature (including betting, lottery tickets, casino or Internet gambling) will not be authorized for any NASA Federal Credit Union Visa Platinum Business Credit Card.

**Returns and Adjustments** — Merchants and others who honor the card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1.00 or more, refund it on your written request or automatically after six months.

**Foreign Transactions** — Purchases and cash advances 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 Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. 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 advances 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.

**Plan Merchant Disputes** — We are not responsible for the refusal of any plan merchant or financial institution to honor your card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost was more than \$50.00 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

**Security Interest** — 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 will 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 under the paragraph “Monthly Payment” as provided in this agreement. As a condition for your Visa account you grant us a specific pledge of your Credit Union shares (deposits). You pledge to us and grant a security interest in all joint and individual accounts you have with us now and in the future, to secure your Visa credit card account. You authorize us to apply the balance in these account(s) to pay any amounts due under this agreement if you should default. Your account will also be secured by your pledged shares (deposits) and by the property described in any other security agreements signed with us, except for your home.

**Effect of Agreement** — This agreement is the contract that 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. We may amend this agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions.

**Rewards Program for Platinum Cards:** There is no annual fee to participate in the program. The following rules apply only to the program as offered to NASA Federal Credit Union Reward cardholders.

Every dollar in qualifying purchases (net of returns) that “participants” charge to their credit card account eligible in this rewards program (“program”) earns participants one point

as provided for in these rules. No points are earned for finance charges, fees, cash advances, convenience checks, foreign transaction currency conversion charges or insurance charges posted to their account. Charges or transactions may be added to, or removed from, the above lists of eligible charges and transactions from time to time at the sole discretion of the program provider. Any questions as to what constitutes an eligible charge shall be resolved at the sole discretion of the program provider. Points for this program begin to accumulate with purchases participants make beginning on the first day of the billing cycle in which their program begins and ending on the last day of the last billing cycle of the announced duration of their program. Points earned from net purchases and point adjustments made between billing cycles will be deemed as earned after being posted to participant’s next monthly card statement.

Points can be used to order the gift/travel awards described in the current brochure or on the program’s website. Participants may select gift/travel awards from any level, subject to availability, as long as participant has the necessary number of points posted to their account as of their previous month’s account statement. Point requirements assigned to any award are subject to change from time to time without notice, and gift/travel awards may be substituted at any time.

Points have no cash value. Points in this program cannot be exchanged for cash or credit, cannot be combined with cash to obtain gift/travel awards, cannot be earned from or transferred to or combined with any other credit card account’s points for redemption. The participant’s periodic statement will normally include the number of points earned subject to adjustment as provided for in these rules. Points will be deducted from the total points available for redemption for any returns or credits reflected on the credit card account billing statement. The participant’s credit card account may be charged for the actual cash difference between the cost of the award redeemed and the net value of the actual points available for redemption in the event the participant redeems unearned points. Accounts must be open (not canceled or terminated by either party) at time of redemption. Awards are not available when the cardholder is in default under the card agreement. The sponsoring credit union reserves the right to suspend the cardholder’s participation in the program until the account is in good standing.

Unused points expire at the end of the fourth calendar year. Points may be forfeited due to rules violations. This program is void where prohibited or restricted by law. The program provider reserves the right to terminate the programs or portions thereof at any time without restriction or penalty. This means that regardless

of a participant’s level of activity in the program, the ability to accumulate points or claim awards can be terminated with or without prior notice. The participant’s use of their credit card following receipt of these rules will indicate their agreement to comply with and abide by these rules.

Important Business Visa Disclosure and Credit Information	
NASA Federal Visa Platinum Business Card	
Annual Percentage Rate For Purchases (APR)	A variable APR equal to Prime + 0% - 9% APR*
Annual Percentage Rate For Cash Advances (APR)*	Prime + 0% - 9% APR*
Annual Percentage Rate For Balance Transfers (APR)*	Prime + 0% - 9% APR*
Annual Fee	None
Paying Interest	You have 25 days to repay your balance for purchases before being charged a finance charge.
Method of Computing The Balance For Purchases	Average Daily Balance
Minimum Finance Charge	None
Transaction Fee For Purchases	None
Fees	Cash Advance: 3% of advance (\$5 minimum) Balance Transfer: None Returned Check: up to \$35 Card Replacement: \$5 Late Payment: up to \$35 Over Limit: None Foreign Transactions: 1% of transaction amount

\* Based on our assessment of your credit history and credit worthiness, you will receive a variable APR on purchases, balance transfers and cash advances. Currently, at Prime Rate + 0% to 9% based on The Wall Street Journal.

**Penalty Rates** — A penalty rate will be imposed for all balances if you are sixty (60) or more days late in making a payment. Your non-penalty rate may be re-established if you make subsequent on-time payments for six (6) consecutive months.



## Visa® Platinum Business Card Agreement

In this agreement the words “you,” “your” or cardholder mean each person who applies for a NASA Federal Credit Union Visa Platinum Business Card, or who uses the credit card. “Card”, “Business Card” and “Credit Card” mean any Visa Platinum Business Card issued to you by NASA Federal Credit Union and duplicates or renewals of said card. The word “account” means your credit card revolving credit account. The word “guarantor” means each owner or all parties required to guarantee payment of all obligations for the credit card. “We”, “us”, “our(s)” and “credit union” mean the NASA Federal Credit Union or anyone to whom the credit union transfers its rights under this Agreement.

**Responsibility** — By becoming a Visa Platinum Business Card cardholder, you agree that the card is being used for business purposes and that the card is being issued to a public or private company including a sole proprietor or contractor of an organization. When we issue you a card, you agree to repay all debts and the finance charges arising from the use of the card and the card account jointly and severally. You promise to pay us all amounts charged to your account by you or by any user who has access to your account, with actual, apparent or implied authority for use of your account, including finance charges and other fees or charges described herein. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request in writing and return all cards that were issued to you. Your obligation to pay the account balance continues even though a court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account. Any person using the card is jointly and severally responsible with you for charges he or she makes, but if that person signs the card he or she becomes a party to this agreement and is also jointly and severally responsible for all charges on the account, including yours.

**Personal Guaranty** — Each business owner or all business partners, as applicable, will be required to guaranty payment of all obligations under the Business Card Agreement and to sign the Agreement and Personal guaranty, which will be provided if