



## Security Service Power Business Mastercard®

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<p><b>8.49% to 10.49%</b> based on your creditworthiness.</p> <p>These APRs will vary with the market based on Prime Rate.</p> <p>(For upgraded existing SSFCU credit cards, the rate will be effective on purchases made beginning with the next billing cycle).</p>
<b>APR for Balance Transfers</b>	<p><b>7.90%</b></p> <p>This APR is a fixed rate and will not vary with the Prime Rate.</p> <p>(For upgraded existing SSFCU credit cards, the rate will be effective on new balance transfers made beginning with the next billing cycle).</p>
<b>APR for Cash Advances</b>	<p><b>18.00%</b></p> <p>This APR will vary with the market based on Prime Rate. This rate is currently disclosed at the maximum rate.</p> <p>(For upgraded existing SSFCU credit cards, the rate will be effective on new cash advances made beginning with the next billing cycle).</p>
<b>Paying Interest</b>	<p>Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers and cash advances on the transaction date.</p>
<b>Minimum Interest Charge</b>	<b>None</b>

<b>Fees</b>	
<b>Transaction Fees</b>	
Balance Transfer Fee	<b>3.00%</b> will be assessed on all balance transfers.
Foreign Transaction Fee	<b>1.50%</b> will be assessed on all foreign transactions.
<b>Penalty Fees</b>	
Late Payment Fee	<b>\$25</b>
Return Payment Fee	<b>\$20</b>
Over-Limit Fee	<b>\$15</b>

**How we calculate your balance:** We use the method called the average daily balance (including new purchases). This balance is figured by adding the outstanding balance (including new purchases and deducting payments and credits) for each day in the billing cycle, and then dividing by the number of days in the billing cycle.



## Security Service Power Business Mastercard® Business Credit Card Agreement

This Business Credit Card Agreement includes this document, any letter, card carrier, card insert, addendums, any other document accompanying this agreement, any application that you signed or submitted to us, and any notification of changes to this agreement.

- 1. Definitions.** "Agreement" means this Security Service Federal Credit Union Business Credit Card Agreement." "We," "us," or "our" means Security Service Federal Credit Union. "You" or "your" means each natural person or business entity who authorized the account by application or who uses the account, including guarantors to the account. "Account" means your Mastercard credit card account with us. "Card" means the Mastercard credit card issued to you for your account with us. "ATM" means automated teller machine. "Business use" means transactions performed for commercial or business purposes. "Consumer use" means transactions performed for personal, family, or household use.
- 2. This is Your Contract with Us.** By using or permitting another to use your card, you are accepting the terms of this agreement and are agreeing to keep all your promises to us contained in this agreement.
- 3. Sign the Card and Keep this Agreement.** Each person to whom a card is issued must sign the back of that card before it is used. You should read this agreement and keep it for your records.
- 4. Promise to Pay.** You promise to pay us the amount of all purchases and all cash advances that you make using the card and all other charges, including the finance charge incurred under this agreement. Each use of the card at an ATM to obtain cash is also a cash advance. If you allow any person to use the card, you must pay for that individual's purchases, cash advances, and other charges, too.
- 5. Promise to Pay Applies to All Applicants.** If more than one person signed the application, including guarantors, each of you promises to pay all amounts owed to us under this agreement. This means that we may collect money owed to us from each of you or from all of you.
- 6. Guaranty.** A guarantor's guaranty is not conditioned upon any maximum amount of indebtedness nor upon diligence, demand, of notice of protest, and we may, at our option, without prejudice to the guaranty, accept renewals, change the form of indebtedness incurred or take additional security for indebtedness, and doing so shall not affect or impair the guaranty. We may, without notice to a guarantor, increase the amount of the credit line available under the account. We may, in the event of default, make demand upon the guarantor without first instituting suit or exhausting our remedies against another borrower or others liable on such indebtedness and without enforcing our rights against any security which may have been given to secure such indebtedness.
- 7. Security Interest.** To secure your obligation to us, we retain a security interest (unless specifically prohibited by state law), under the applicable Uniform Commercial Code, in each item you purchase until that item is paid in full. This security interest permits us, under certain circumstances provided by law, to take back, or repossess the merchandise you do not pay for under the terms of this agreement. Unless otherwise specifically prohibited by law, this agreement also is secured by all shares you have in any individual or joint account owned by you, which we may withdraw to apply to any unpaid defaulted balance owed by you under this agreement. Collateral securing other loans you have with us may also secure this loan. We may also secure your obligations to us under this agreement by execution of a separate security agreement between the parties.
- 8. Card Issuance.** We agree to issue cards to your employees as authorized users, as instructed by you from time to time. Cards may be embossed with your business name and/or your employee's name, as you direct. Each card issued will be issued under your account with separate credit card numbers. You are solely and primarily responsible for all the charges to and amounts due on each such card. Use of cards issued under this agreement is deemed a use by you.

9. **Using the Account.** You agree that your account will be used solely for business use and not for consumer use. You understand that your agreement not to use this account for consumer use means that we are not providing certain important duties imposed upon us when issuing a credit card for consumer use. You also understand that we will be unable to determine whether any given purchase conforms to a business use. You agree that a breach by you by using your account for consumer use will not affect our right to enforce your promise to pay for the credit extended to you, including related charges, or use any remedy legally available to us, even if that remedy would not have been available had the account been established as a consumer credit account. You may make purchases and obtain cash advances by using your cards, your account numbers, or special checks (if any) that we send to you. Using or allowing someone else to use your account means you accept this agreement. Each time you use your account, you are representing that you intend, and have the ability, to repay all amounts due on your account. Each monthly billing statement is the document that evidences your obligation to pay unless you give us written notice of an error within 30 days after receipt thereof. If you are a partnership or sole proprietorship, you, as the partner or owner of the proprietorship, acknowledge your primary personal liability for all charges made on cards issued at the request of the partnership or sole proprietorship (and if there is more than one of you, you will be jointly and severally liable). This agreement contains our most current terms and supersedes earlier materials you may have received.
10. **Charges by Others.** You are responsible for all charges made by anyone you allow to use your account, even if that individual charges more than you intended, or charge items not intended by you. If you ask us to issue a card to someone, you are responsible for that individual's charges until you return his or her card to us. As between you and us, each employee to whom a card is issued shall be deemed authorized to use the account until that authority is expressly revoked by you and the employee's card is returned to us. As between you and us, all uses of an account by any employee to whom a card is issued (or by any person that employee provides their card to) shall be deemed authorized uses and you shall be responsible for all charges thereon regardless of the purpose thereof and regardless of whether the employee violates your rules pertaining to card usage.
11. **Using Your Card.** You may use your card to make purchases from merchants and others who accept your card. We are not responsible for the refusal of any merchant or financial institution to honor your card. 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, we may permit you to obtain cash advances from us, from other financial institutions that accept your card, or from some ATMs (not all ATMs may accept your card). If we authorize ATM transactions with your card, we will issue you a personal identification number (PIN). To obtain cash advances from an ATM, you must use the PIN that is issued to you for use with your card. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Even if you use your card for an illegal transaction, you will be responsible for all amounts and charges incurred in connection with the transaction. If you are permitted to obtain cash advances on your account, you may also use your card to purchase instruments and engage in transactions that we consider the equivalent of cash. Such transactions will be posted to your account as a cash advance and include, but are not limited to, wire transfers, money orders, bets, lottery tickets, and casino gaming chips. The paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.
12. **Returns and Adjustments.** Merchants and others who honor your card may give credit for returns or adjustments, and they will do so by sending us a credit which will be posted to your account. If your credits and payments exceed what you owe us, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six (6) months.
13. **Additional Benefits/Card Enhancements.** We may from time to time offer additional services to your account, such as travel accident insurance or a liability waiver program at no additional cost to you. You understand that we are not obligated to offer such services and may withdraw or change them at any time.
14. **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: a) break any promise you make under this agreement; b) exceed your credit limit; c) are a natural person, if you die; c) are an entity, you cease to exist; d) are an entity, if you change your legal structure so that the person obligating the organization to this agreement is no longer authorized to bind it to legal agreements; e) file for bankruptcy or become insolvent; f) make any false or misleading statements in any credit application or credit update; or g) if something happens that we believe may substantially reduce your ability to repay

what you owe. When you are in default, we have 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 interest 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.

15. **Changes in the Terms of This Agreement.** We may change the terms of this agreement by mailing a written notice to the physical or electronic address shown on our record for this account. Notices will be provided in accordance with applicable law. Changes will take effect and become binding as of the effective date identified on the notification.
16. **Terminating the Account.** Either you or we may terminate this agreement at any time, but termination by you or us will not affect your obligation to pay the account balance plus any finance and other charges you owe under this agreement. You must terminate this account in writing to us. You are also responsible for all transactions made to your account after termination. The card or cards you receive remain the property of us and you must recover and surrender to us all cards upon request or upon termination of this agreement whether by you or us. We have 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 us.
17. **Changing Or Terminating Authorized Users.** Upon your request, we may issue additional cards for authorized users that you designate. You must notify us in writing of any termination of an authorized user's right to access your account. Your letter must include the name of the authorized user and your account number and the credit card number issued to the authorized user along with the authorized user's card and any convenience or other access checks issued to the authorized user. If you cannot return the authorized user's card or access checks, we cannot remove that authorized user unless you request that your account be closed, and, in such case, we will close your account and you may apply for a new account.
18. **Credit Review and Release of Information.** The credit of your business and the personal credit of any guarantor will be used in making credit decisions. You authorize us to investigate your credit standing when opening or reviewing your account. You authorize us to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing. Any individual signing the application, including any guarantor, authorizes us to investigate their personal credit history by obtaining a consumer credit report and by making direct inquiries to businesses where their respective accounts may be maintained. In the event your account is not paid as agreed, we may report the liability of your business and the guarantor, and the status of this account, to credit bureaus and others who may lawfully receive such information. 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.
19. **Notices to Credit Bureaus and Reporting Agencies.** A negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to keep your promises under this agreement.
20. **Automatic Billing Updater (ABU).** SSFCU subscribes to the Mastercard Automatic Biller Updater program and SSFCU provides updated card information to the Service. Merchants who may participate in the Automatic Billing Updater program will receive updated cardholder information for recurring card transactions. Information such as your expiration date, card number (if the original card was lost/stolen/transferred) and closed card notifications are updated with this service and communicated directly to participating merchants with whom you have recurring payments. To ensure your payments continue uninterrupted, we recommend you continue to notify each merchant of any card changes since all merchants do not subscribe to this service.
21. **Statements and Notices.** We will send you a statement each month if your account has a balance. Each statement covers a billing cycle. A billing cycle is the number of days from the day after the statement date on your last statement to the statement date on your current statement. Unless separate credit card numbers have been set up under your account for authorized users, statements and notices will be mailed to you at the most recent address you have given us. If more than one person has signed the application, we will send the statement to the individual listed as "primary" on the application. You agree to notify us at least 10 days in advance of any change in address. Notice sent to any one person bound under this agreement will be considered notice to all. You agree to notify us at least 10 days in advance of any change in address for an authorized user. You are responsible for payment of all amounts shown on a statement delivered to an authorized user. Your monthly statement will show your new balance, which is

the total amount you owe us as of the statement date. It will also show the minimum payment. Your minimum payment will be either \$10.00 or 2% of the new balance, rounded up to the nearest dollar, whichever is greater. If your new balance is less than \$10.00, your minimum payment will be the amount of the new balance. You must pay at least the minimum payment by the payment date shown on your statement. The payment due date for a billing period will be 25 days after the billing period ends. You may pay the new balance in full or in part at any time. If you pay more than the minimum payment, you must still pay the minimum payment on the next statement.

22. **Notification of Change in Legal Structure, Officers or Owners.** If you are an entity, you agree to notify us within 10 days of any change in your legal structure or any change in your officers or owners.
23. **Your Credit Limit.** We will tell you the maximum amount you may owe us at any one time. That amount is your credit limit. We may increase your credit limit in our sole discretion without advance notice to you or we may increase your credit limit by agreement with you. We may, in our sole discretion, pay any checks or allow additional borrowing if you are already up to your credit limit or if the borrowing would take you over your credit limit. If you exceed your credit limit, we will charge you a fee. This fee will be charged whether we honor or reject the item or request.
24. **Penalty for Late Payment.** If we do not receive the full amount of your minimum monthly payment by the date it is due, a late charge will be added to your account balance.
25. **Payment Terms.** All your payments to us must be in U.S. dollars. All checks and other payment instruments must be drawn on funds on deposit in the United States. If your payment check or other payment instrument is returned to us for insufficient funds, we will charge your account a fee. We can accept late or partial payments, as well as payments that are marked with "paid in full" or any other similar language without losing any of our rights under this agreement. We will apply payments and credits to your account in the following order:
  - a. Unpaid finance charges;
  - b. Late payment penalties;
  - c. Over-limit fees;
  - d. Cash advances from your previous billing periods;
  - e. Purchases from your previous billing periods;
  - f. Cash advances from your current billing period; and
  - g. Purchases from your current billing period.
26. **Interest Rate.** The Purchase annual percentage rate and Cash Advance annual percentage rate are both variable rates. The monthly periodic rate applied to the balance subject to a finance charge for both purchases and cash advances will be a floating rate based upon an index. Regardless of the index value, the effective annual percentage rate corresponding to the monthly periodic rate will never exceed eighteen percent (18%), which is called the "maximum annual percentage rate" and will never fall below six percent (6%) for the Power Business Credit Card, which is called the "minimum annual percentage rate," respectively.
  - a. The index used to calculate the periodic rate is the "prime rate" as published in the Money Rate table of the Wall Street Journal. The index value used for a given billing cycle will be the value published on the last day of your previous billing cycle. If the index is not published that day, the most recently published value before that day will be used to determine the monthly periodic rate. If more than one prime rate is published, the index will be the highest rate published. If the Wall Street Journal ceases as a publication, we use the prime rate published by any other newspaper of general circulation. If the Annual Percentage Rate increases, your periodic payment amount may increase.
  - b. For the Purchase APR, we will add 3.24 to 5.24 percentage points to the index value to get the annual percentage rate that will apply to your respective account for the next billing cycle. For the Cash Advance APR, we will add 14.75 percentage points to the index value to get the cash advance rate that will apply to your respective account for the next billing cycle. Then, the annual percentage rate for the billing cycle will be divided by 12 to get the monthly periodic rate for the billing cycle.
  - c. In the event the effective annual percentage rate for the billing cycle either exceeds the maximum annual percentage rate or falls below the minimum annual percentage rate, then we will divide the appropriate maximum or minimum rate by 12 to get the monthly periodic rate for the billing cycle.

**27. When Finance Charge Is Imposed.**

**Cash Advances and Balance Transfers:** There is no “free period.” A finance charge will be imposed on cash advance and balance transfer loans that you obtain through the use of your card as of the date of each such cash advance and/or balance transfer loan and will continue to accrue until the date of full payment and all billed finance charges have been credited to your account. Such finance charge will appear on your next statement.

**Retail Purchases of Goods and Services:** There is a “Free Period.” When the total balance is paid in full within twenty-five (25) days after the statement date (on or before the payment due date), no additional finance charge will be applied to new purchases appearing on the statement. If the new balance is not paid in full each month, within the prescribed time limitation, a finance charge will be imposed on the previous balance and on new purchases as of the date such purchase is posted to your account. Finance charges will continue to accrue until the date full payment of these items and all billed finance charges have been credited to your account. Such finance charge will appear on your next statement.

**28. How We Compute The Balance On Which Periodic Finance Charges Are Assessed.** If payment in full for the entire new balance shown on your statement from the previous billing cycle was received by us within 25 days after the statement date (by the payment due date), new charges appearing on the current statement are excluded from the following calculation: we figure the finance charge on your account by applying the periodic rate to the “average daily balance” of your account (including current transactions). To get the “average daily balance,” we take the beginning balance of your account each day, add any new advances or purchases and subtract any payments or credits and any unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide by the total number of days in the billing cycle. This gives us the “average daily balance.” The “average daily balance” is then multiplied by the periodic rate shown above to determine your periodic finance charge.

**29. Foreign Transactions.** To the extent that you have used your card or checks to purchase goods or services or obtain cash in another country, your statement may reflect the conversion into U.S. dollars of transactions which occurred, initially, in a different currency. The exchange rate applied to such transactions is a (i) wholesale market rate or (ii) government-mandated rate, in effect one day prior to the processing date, increased by one-percent.

**30. Liability for Unauthorized Use.** You will be liable for the unauthorized use of your card or account. “Unauthorized use” means the use of your card or account by a person other than you who does not have actual, implied, or apparent authority to use your card or account and from which you receive no benefit. Notify us immediately, in writing or by telephone at the address or telephone number provided below if your card is lost, stolen, or you suspect there has been an unauthorized use of your card or account (we may require you to provide us with proof (including an affidavit) of an unauthorized use after notification to us). After we receive your notification, you will not be liable for any further unauthorized use of your card or account.

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

**32. No Waiver.** We can delay enforcing any of our rights any number of times without losing them.

**33. Attorney Fees.** If we refer your account to an attorney for collection, we may charge you (when permitted by law) for reasonable attorney fees and court costs incurred by us. This paragraph will not be considered a part of this agreement if you live in a state that does not allow us to collect attorney fees and court costs.

**34. What Law Applies.** Texas and federal laws apply to this agreement without regard to choice of law rules. These laws will be used to interpret our rights and your obligations under this agreement. If any portion of this agreement is held to be invalid or unenforceable, it will be severed to the extent necessary to make the rest of this agreement valid and enforceable.

**35. Address For Notices To Us.** Unless otherwise provided in this agreement, all notices to us under this agreement must be addressed to Security Service Federal Credit Union, Box 691550, San Antonio, Texas 78269-1550; Telephone 1-800-722-5411.

36. **Assignment of Your Account.** We may assign your account without obtaining your consent.
37. **Arbitration.** Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising from or relating to this agreement or the relationships which result from this agreement, including the validity or enforceability of this arbitration clause or any part thereof or the entire agreement (“claim”) shall be resolved, upon the election of you or us, by binding arbitration pursuant to this arbitration provision and the Code of Procedure of the National Arbitration Forum in effect at the time the claim is filed. **THE PARTIES ACKNOWLEDGE THAT THEY AGREE TO RESOLVE ANY CLAIMS THROUGH ARBITRATION, AND THAT THEY HEREBY WAIVE THEIR RIGHTS TO LITIGATE CLAIMS IN A COURT UPON THE ELECTION OF ARBITRATION BY EITHER PARTY.**
38. **Other Agreements.** This agreement supersedes all prior agreements between you and us governing the use of account, cards, or checks issued by us.
39. **Internet Gambling Disclosure.** Your account may not be used for Internet gambling transactions. We will decline all known Internet gambling transaction requests. We may also decline all transactions with a mismatched expiration date and transactions that are hand-keyed if the hand-keyed transaction is for any type of betting, including lottery tickets, casino gaming chips, off-track betting, and wagers. You agree that the use of the account to obtain a service or effect a transaction that is illegal under the law of any jurisdiction where originated, effected, or accomplished will be a default and breach of this agreement. As a result, we may terminate the access to the service or withdraw the right to use the card and/or demand the return of all cards or other access devices issued to you. If illegal use of your card occurs, you waive the right to sue us and agree to indemnify and hold us harmless from any suits or other legal action or liability which may be asserted directly or indirectly against us arising out of or resulting from the illegal use of the card or account.