



423 Lynch Street
St. Louis, MO 63118-1803

Business VISA® Credit Card Agreement

This Agreement will establish the terms and conditions of your credit card agreement with the Credit Union. In this agreement, the words "you" and "your" mean the business entity or sole proprietorship for which the account is established and any person receiving and using the card and that by using the card for the first time "you" agree to all terms and conditions in this Agreement, including but not limited to applicable Finance Charges and Other Charges. "Card" means the Business VISA Credit Card and any duplicates and renewals the Credit Union issues. "Account" means your Business VISA Credit Card account with the Credit Union. "Credit Union," "we," "us," and "our" mean Together Credit Union. You must be a member of the Credit Union to apply for a credit card.

AUTHORIZED CONTACT: You may designate up to two (2) Authorized Contacts for your Account.

- An Authorized Contact is an individual (other than sole proprietors, other business owners, or guarantors of an Account) who may perform all of the transactions that you may perform, including but not limited to: obtaining account information via telephone, Online Banking (subject to availability of that function) or in person; establishing and/or closing individual Cardholder account numbers; accessing or transferring funds from the Account; making payments; designating/revoking another Authorized Contact; and closing the Account altogether.
- You must provide the full name, social security number, birthday, phone number, and email for each Authorized Contact.
- You may add or delete an Authorized Contact by contacting us in writing, by telephone, or via Online Banking (subject to availability of that function), using the contact information below in the section entitled "Contacting the Credit Union."

CARDHOLDERS: You may request that Business Cards bearing distinct account numbers be issued for your Account. Each Business Card will be embossed with the name of the Business Card holder ("Cardholder") and a distinct account number.

- Your employees who are Cardholders (other than sole proprietors, business owners, or guarantors of the Account) are referred to as "Employee Cardholders" and are not personally liable for the charges to the Business Card issued to them.
- Employee Cardholders may use their Business Card bearing a distinct account number to incur charges to the Account, and may perform transactions and obtain information about their own Business Card, obtain services on their Business Card by telephone, in writing or via Online Banking (subject to availability of that function), order a replacement Business Card and close their Business Card to future charges.
- You, or an Authorized Contact, may add Employee Cardholders or close individual Employee Cardholder accounts by contacting us in writing, by telephone, or via Online Banking (subject to availability of this function), using the contact information below in the section entitled "Contacting the Credit Union."

USING THE ACCOUNT: The Account will be used for business purposes only. In no event shall the Account be used for any transaction that is illegal under any applicable law. You represent that you (if a sole proprietor) and your business organization are not a Money Service Business as defined by federal law, or have identified yourself to the Credit Union as such a business and have complied with all applicable laws, rules and regulations governing such businesses. You may not use your Account to pay any other credit account at the Credit Union. Completing or attempting such a transaction may lead to your Account being closed.

CREDIT LIMIT: The Credit Limit of your Account is shown in separate correspondence provided to you at the time the Account is opened, and on each of the monthly periodic (billing) statements issued for the Account. You shall not use or permit the use of the Account in any way that will cause the Account to exceed its Credit Limit. You are responsible for paying outstanding advances under the Account, including but not limited to those that exceed its Credit Limit. The Credit Union may, at its option, assess an Over Limit Fee, close the Account, exercise any of its other Remedies under this Agreement, and reduce your Account and/or Company Credit Limit without notice to you, except in those situations where notice is required by law. In addition, the Credit Union may subject your Account to a Cash Credit Limit that may be less than the total Credit Limit. If your Account is subject to a Cash Credit Limit, that amount will be shown on your monthly periodic (billing) statements.

Further, the total Credit Limit for your company does not appear on your statement. If any portion of the total Company Credit Limit is not allocated to a card for a period of 12 months or more, the unallocated credit at the Company level may be withdrawn by the Credit Union without notice and your Company Credit Limit will be adjusted to reflect the reduced amount.

RESPONSIBILITY: You promise to pay any and all charges incurred by you or by any person whom you authorize to use the Credit Card issued to you, and any fees or charges incurred in the recovery of a credit card, retrieval of transaction data, or collection of your Account in accordance with the terms and conditions issued by VISA International, Inc., and in accordance with the policies established by the Credit Union.

You represent that your Account will be used exclusively for business, commercial, agricultural, or organizational purposes and not for personal, family, or household purposes. For example, you are responsible for charges made by the business. You are also responsible for charges made by anyone else to whom you give the card, including, but not limited to, any amount owed by your employees and due under the terms of this Agreement, notwithstanding whether your employees have used the Account for business or commercial purposes, or whether your employees have used this card for personal, family, or household purposes. Your responsibility continues until the card is recovered. For sole proprietorship accounts, your obligation to pay the account balance continues even though an agreement, divorce decree, or other court judgment, to which we are not a party, may affect you or one of the other persons responsible to pay the Account.

USING THE CARD: You may use the card issued to you to make purchases from anyone who accepts VISA Credit Cards. You may also obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program and from automated teller machines (ATM's) that provide access to the VISA system, subject to your Account's Cash Credit Limit and daily ATM limits. Your VISA Personal Identification Number (PIN) is needed to obtain cash advances from an ATM (not all ATMs accept VISA Cards). You agree not to use the card for any illegal transactions such as advances for gambling or wagering where these practices are in violation of the law.

PERSONAL IDENTIFICATION NUMBER (PIN): We will furnish you with a Personal Identification Number (PIN). You agree to keep the PIN secret. You also agree you won't write the PIN on the Card or anything you keep with the card. Your use of the PIN and Card in getting a cash advance or making a purchase is agreed to constitute your signature for purposes of such transaction.

THIRD PARTY/MOBILE DEVICES (if applicable): We may also permit any Cardholder to load information about your Account onto third party/mobile devices (such as a smartphone, tablet, or any other handheld or wearable communication device that allows a Cardholder to store or electronically present Account information) that would enable the Cardholder to make purchases or engage in credit transactions for the Account without needing to show a Business Card. You and we agree that any such use of an Account will be subject to all the terms and conditions contained in this Agreement.

To the extent a Cardholder does use a third party/mobile device to make a credit transaction on an Account, or load information about an Account onto any such device, you need to be aware that we do not control the device and cannot guarantee the performance of either the device or any third party.

Additionally, you agree that:

- You will direct each Cardholder on your Account to carefully protect the security of any devices the same as you would your cash, checks, credit cards, and other valuable information. We encourage you to password protect or lock any such device to help prevent an unauthorized person from using it. You agree to promptly report any loss or theft to both us and the third party.
- The owner of the device may incur third party fees both to us and the third party related to engaging in a third party/mobile device transaction (such as mobile carrier data or messaging charges).
- Credit transactions made through a third party/mobile device may involve the electronic transmission of information related to you or the Account across wireless or computer networks. Third parties, such as merchants, card association networks, mobile carriers, mobile wallet operators, and software application providers may use and receive information in connection with a credit transaction. Third parties may also receive information about your mobile device when you use it to make a credit transaction.
- We may, at any time, partially or fully restrict a Cardholder's ability to make credit transactions through a third party/mobile device. You agree to notify us promptly if you remove or want to remove Account information from any third party/mobile device.

AUTHORIZATIONS: All transactions on the Account are subject to prior approval by the Credit Union ("Authorizations"). The Credit Union reserves the right to limit the number of Authorizations given during any period of time (day, weekend, week, etc.) and the Credit Union may deny an Authorization if the Credit Union suspects that the Account is being used

without your permission. If the Credit Union's Authorization system is not working, the Credit Union may be unable to give an Authorization even though the transaction would not exceed the applicable Credit Limit and the Account is in good standing. For security reasons, the Credit Union cannot explain the details of how the authorization system works. The Credit Union shall not be liable for failing to give any such Authorization. The Credit Union may, but is not required to, authorize transactions that will cause the balance on an Account to exceed the Credit Limit assigned to the Account, and you agree that you are liable for any such transactions as well as the associated Over limit Fees, Finance Charges, and Other Charges.

INTEREST RATE AND INTEREST CHARGES: Annual Percentage Rate (APR) for purchases is 8.24% - 21.24% variable when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate.

The **APR** for Balance Transfers is 8.24% - 21.24% variable when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate. You may contact the Credit Union for information concerning the Prime Rate.

The **APR** for Cash Advances is 10.24% - 23.24% variable when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate. You may contact the Credit Union for information concerning the Prime Rate.

The **APR** for Cash Advances is 10.24% - 23.24% variable when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate. You may contact the Credit Union for information concerning the Prime Rate.

FINANCE CHARGES: A Finance Charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from the date of that statement. If you elect not to pay the entire new balance shown on your previous monthly statement within that 25 day period, a Finance Charge will be imposed on the unpaid average daily balance of such Credit Purchases from the date of posting to your Account during the current billing cycle, and will continue to accrue until the date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date.

BALANCE SUBJECT TO FINANCE CHARGES: The balances subject to finance charge are identified on your monthly statement as "Average Daily Balance" (including new purchases and new cash advances). The "Average Daily Balance" is determined by adding, after subtracting all payments, credits, and cash advances for the billing period in which they were made, all the outstanding advance balances and billed but unpaid finance charges for each calendar day of the billing period and then dividing the total by the number of days in that billing period. Purchases posted to your Account during the billing period are included only if the "New Balance" on your previously assessed bill was not paid in full by the grace period. Cash Advances are always subject to finance charges from the day they are posted to your Account.

LATE PAYMENT ANNUAL PERCENTAGE RATE: If we have not received the required minimum monthly payment by the respective due dates for two consecutive billing cycles, the Annual Percentage Rate applicable to your balances for purchases, cash advances, balance transfers and convenience checks will each immediately increase by 5.00%. This increased rate will be applied to all new and outstanding balances. After you have complied with the terms of this Agreement for 6 consecutive billing cycles after the monthly statement on which the higher APR first appears (Review Period), your Annual Percentage Rate will revert to the Rate that would have been in effect if no increase had taken place if: there are no late payments during the 6-month Review Period, 2) at least the Minimum Monthly Payment has been paid each month during the 6-month Review Period, 3) your Account was continually open and eligible for use during the 6-month Review Period, and 4) your other accounts with the Credit Union are in good standing.

CROSS-COLLATERAL: If you have other loans with us, or take out other loans with us in the future, collateral securing those loans will also secure your obligations under this Agreement. However, unless you expressly agree otherwise, no dwelling, individual account, Keogh account, or other retirement account will secure your obligation under this Agreement.

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 \$25.00 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) Collection Costs: you agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorney's fees; c) Rush Fee: you may incur additional charges for rush processing and delivery of cards and/or PIN mailer; d) Draft copies: you may incur an additional charge for transaction summary/sale draft documentation; e) You will be charged a \$2.00 fee for a cash advance; and f) If you make a payment by check and the check is returned, we will charge a \$25.00 returned check fee.

Collection Costs: you agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorney's

fees; c) Rush Fee: you may incur additional charges for rush processing and delivery of cards and/or PIN mailer; d) Draft copies: you may incur an additional charge for transaction summary/sale draft documentation; e) You will be charged a \$2.00 fee for a cash advance; and f) If you make a payment by check and the check is returned, we will charge a \$25.00 returned check fee.

LATE CHARGE: If your minimum payment is not paid within the month that it is due, you will be charged \$25 on the 1st day of the following month.

MONTHLY PAYMENTS: Each payment you make on the Account will restore your credit limit by the amount of the payment that is applied to the principal amount of purchases and cash advances. At any time your total new balance exceeds your credit limit, you must immediately pay the amount over your credit limit.

A PAYMENT IS REQUIRED EACH MONTH: You must pay at least the minimum payment shown on your statement by the date specified on your monthly statement. You can repay any outstanding balance prior to maturity in whole or in part at your option without penalty. Your monthly payment must be made directly to the address shown on your statement. If available, you may have your minimum payment automatically deducted from your checking or savings account.

The minimum periodic payment required for your card will be 3.00% of your total new balance rounded up to the next even dollar, subject to a minimum of \$10 plus any portion of minimum payments shown on prior statements which remain unpaid and any other applicable charges. You will also be required to pay any amounts over your credit limit or past due amounts.

Subject to applicable law, Business VISA payments will be applied in the following order or in any manner the Credit Union chooses. First to previous late charges, then to previous cash advance Finance Charges, then to previous purchase Finance Charges, then to current late fees, then to previous cash advance balances, then to previous purchase balances in the order they were posted to your Account, then to current cash advance balances and then to current purchase balances. If two or more purchases were posted on the same day, your payment will be applied to the lowest amount first. You understand that any payment that delays the repayment of your unpaid balance will increase your Finance Charge and any payment that accelerates the reduction of your unpaid balance will decrease your Finance Charges.

OTHER PAYMENT INFORMATION: Payments that are received at the designated payment processing address (printed on each periodic statement) by 5 p.m. on any business day will be credited as of the day of receipt. Payments received after 5 p.m. or on non-business days may be credited as of the next business day. Payments made at other Credit Union locations may not be credited for up to five business days. The Credit Union may, at its sole discretion, for a period of time the Credit Union determines, withhold a portion of the available credit on your Account up to the amount of any payment(s) in order to ensure that the check or other payment instrument is honored. The Credit Union may, at its sole discretion, accept late payments, partial payments, post-dated checks, or any form of payment containing a restrictive endorsement, without losing any of our rights under this Agreement. The Credit Union's acceptance of checks or money orders labeled "payment in full," or words to that effect, will not constitute an accord and satisfaction nor a waiver of any rights the Credit Union may have to receive full payment. Please note that such payments will not discharge your full debt.

CREDIT BALANCES: If there is a credit balance due you, you may request in writing a full refund of this credit balance at our address shown in this Agreement.

PLEDGE OF YOUR ACCOUNTS: YOU PLEDGE AND GRANT TO THE CREDIT UNION A SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE YOUR CREDIT CARD ACCOUNT (S) TO THE EXTENT OF THAT PORTION OF THE LOAN BALANCE THAT MAY BE IN DEFAULT OR EXCEEDS YOUR CREDIT LIMIT, INCLUDING COSTS OF COLLECTION AND REASONABLE ATTORNEY'S FEES. YOU AUTHORIZE US TO APPLY THE BALANCE IN THESE ACCOUNT (S) TO PAY ANY AMOUNTS DUE UNDER THIS AGREEMENT IF YOU SHOULD BE IN DEFAULT.

DEFAULT: You will be in default: (1) if you fail to make any minimum payment or other required payment by the date that it is due, (2) if you break any promise you make under this Agreement or if you breach any of your obligations under this Agreement, (3) if you die (for a sole proprietor account), or if a business entity, the entity is terminated, voluntarily dissolved, administratively dissolved, is merged into another entity, changes its form of organization, sells or transfers all or substantially all of its assets, or undergoes a significant change in ownership (as determined in the sole discretion of the Credit Union), files for bankruptcy or becomes insolvent (that is, you are unable to pay your obligations when they become due), (4) if any attachment or garnishment proceedings are initiated against you or your property, (5) if you default on any other indebtedness to the Credit Union, (6) if you make any false or misleading statement in any credit application or credit update, (7) 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 notice. If immediate payment is demanded, you will continue to pay Finance

Charges, at the periodic rate specified in this Agreement during a default, until what you owe has been paid, and any property, shares, or accounts that were given as security will be applied towards what you owe.

If collections efforts are required by the Credit Union, you agree to pay all costs and expenses incurred in the collection of any sum due, and in addition, if the holder hereof, after default, shall place this note in the hands of an attorney or collection agency, for collection, to pay reasonable attorney's fees incurred by the Credit Union.

CREDIT INFORMATION: You understand that the Credit Union will review your Accounts periodically, and you hereby give your permission to and authorize the Credit Union to investigate and reassess your creditworthiness. You authorize the Credit Union to obtain information concerning your credit history from all available sources now and in the future. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

IMPORTANT NOTICE ABOUT CREDIT REPORTING: The Credit Union may report information about your Account to credit bureaus and/or consumer reporting agencies in your name, the name of your business organization, and in the name of any Guarantor(s). Late payments, missed payments, or other defaults on your Account may be reflected in your, your business organizations, and Guarantor's credit report(s) and/or consumer report(s).

LIABILITY FOR UNAUTHORIZED USE: If you have fewer than 10 Cards, your liability may be limited to \$50.00 for each unauthorized use. If you have 10 or more Cards, you may be liable for the unauthorized use of any of your Cards. You will not be liable for unauthorized use that occurs after we are notified, orally or in writing, at the telephone number or address shown in this Agreement. If your Card is lost or stolen, then you must report this to us immediately after discovery of the missing Card. In any event, if your notification is not received within 60 calendar days of the mailing date of the first statement showing the unauthorized Visa transactions, then you will be liable for these transactions. However, notwithstanding the forgoing, unauthorized Visa Transactions exclude any transaction allegedly conducted by a business co-owner, the Cardholder or person authorized by the Cardholder or any other person with an interest in or authority to transact business on the account. However, an employee will not be liable for unauthorized use of a card in excess of the \$50 limit when someone other than an employee conducted an unauthorized transaction, subject to applicable law. If an employee uses the card in an unauthorized manner, there is no restriction on the employee's potential liability for such use, subject to applicable law. We may increase the limit of your liability for unauthorized transactions if we reasonably determine, based on substantial evidence, that you were negligent in the handling of the Account or a Card.

LOSS OR THEFT OF CARD: If your Card, PIN or Account Number are lost or stolen, you should notify us immediately, orally or in writing at 1001 Lynch Street, St. Louis, MO 63118-1803 or call us at 800-325-9905, ext. 844 Monday – Friday 8:00 AM to 5:00 PM CST or 800-449-7728 twenty-four (24) hours a day, seven (7) days a week, of the loss, theft, or unauthorized use of your Credit Card. You may be liable for the unauthorized use of your Credit Card.

CHANGING OR TERMINATING YOUR ACCOUNT: You agree that the Credit Union may change the terms of this Agreement from time to time after giving you any advance notice required by law at your last known address. To the extent the law permits, and indicated in the notice to you, the change will apply to your existing Account balance as well as to future transactions. Your use of the card after receiving notice or a change will also indicate your agreement to the change.

You may request an increase in your credit limit either by written application or by phone. The Credit Union has the right to reduce or terminate your credit limit at any time. You understand and acknowledge that such action shall not affect your obligation to pay any outstanding balance PLUS any finance and other charges you owe under this Agreement. Accounts that have been inactive for one (1) year may be subject to termination at the renewal date. The card(s) 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.

FOREIGN TRANSACTIONS: When you use your VISA [debit, credit] Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount on the processing date. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, plus 1 percent of the transaction amount, which may be billed separately on your Account or included in the transaction amount. This 1% adjustment is made for all international transactions regardless of whether there is a currency conversion associated with the transaction. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

EFFECT OF AGREEMENT/WAIVER: This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms. The Credit Union can delay enforcing any of its rights any number of times without losing them. Each provision of this Agreement must be considered as part of the total agreement and cannot in any way be severed from it. However, you also agree that should any part of this Agreement be found invalid, it will in no way affect the remainder of this Agreement.

NO USE: Inactive Accounts that have no purchase or cash activity may be closed without notice to you after one (1) year of no activity.

NEURAL NETWORK: The Credit Union uses Neural Network Systems to predict and prevent unauthorized transactions. There may be occasions when a transaction is declined because it is indicative of a fraudulent activity.

STATEMENT AND NOTICES: You will receive a statement each month showing transactions on your Account. You are responsible for your minimum monthly payment even in the event your statement is late or returned to the Credit Union. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice to any one of you will be considered notice to all.

FINANCIAL STATEMENTS: LLC's, Corporations and Sole Proprietorships must furnish the Credit Union with the following: a) Annual Statements as soon as available but no less than sixty (60) days after fiscal year end, Borrower's balance sheet and Income statement for year ended; b) Tax Returns as soon as possible but no less than sixty (60) days from filing date for tax-reporting period ended, consisting of federal and other governmental tax returns prepared by a tax professional.

You further agree to provide us from time to time with current business and/or financial information. We may terminate and close your Account if you fail to provide this information or if the information you provide shows you no longer qualify for the Card.

GOVERNING LAW: Except to the extent that Federal Law is applicable, the laws of the state of Missouri shall govern the validity, construction and enforcement of this Agreement and all matters arising out of the issuance and use of the Card. Notwithstanding anything to the contrary, this Agreement shall not require or permit the payment, taking, reserving, receiving, collection, or charging of any sums constituting interest that exceed any maximum amount of interest permitted by applicable law. Any such excess interest paid by you shall be credited against the then unpaid principal balance or refunded to you. Without limiting the foregoing, all calculations to determine whether interest exceeds the maximum amount shall be made by amortizing, pro-rating, allocating, and spreading such sums over the full term of the loan, including all prior and subsequent renewals and extensions. If you are located in the State of Texas, Chapter 346 of the Texas Finance Code (which regulates certain revolving credit accounts) shall not apply to any revolving loan Accounts existing under this Agreement.

ARBITRATION: This provision contains the terms of how a dispute between you and us will be resolved. Please read this provision carefully since it specifically limits your rights in the event of such dispute. By this provision, at the request of you or us, disputes must be resolved by arbitration. Arbitration is a means of having an independent third party resolve a dispute without using the court system. With arbitration, there is no right to appeal the decision of the arbitrator as there is normally in the court system. By this Agreement, you understand that you and we are waiving the right to a jury trial or a trial before a judge in public court. Either you or we may submit a dispute concerning this Agreement to binding arbitration at any reasonable time, notwithstanding that a lawsuit or other proceeding has been commenced. If you or we fail to submit to binding arbitration following a lawful demand, the one who fails to submit bears all costs and expenses incurred by the other compelling arbitration.

Any controversy or claim arising out of or relating to this Agreement, or the accounts covered by this Agreement, will be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration rules. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. All statutes of limitation and rules of law that would otherwise be applicable to this Agreement, including those provided in the Missouri Uniform Commercial Code, shall apply to any arbitration proceeding.

To the extent that there is any variance between the AAA Rules and this Agreement, this Agreement shall control. Arbitrators must have expertise in the substantive laws applicable to the subject matter of the dispute.

You agree to take all steps, and execute all documents necessary for the implementation of arbitration proceedings.

This arbitration provision supersedes all prior agreements and other communications concerning dispute resolution as to this Agreement. In the event more than one arbitration agreement is entered into by you or us is potentially applicable to a dispute, the one most directly related to the account or transaction that is the subject of the dispute shall control.

This provision is a material inducement for the parties entering into the transactions relating to this Agreement. **DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE**

PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION PROGRAM.

The arbitration requirement does not limit the right of the Credit Union to: (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during, or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii), and (iii) of this paragraph.

No party shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties to this Agreement, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

Notwithstanding the above, in the event you are in default as defined in the Default section set forth above, then we may file suit in a court to recover your full Account balance.

LIMITATION ON LAWSUITS: You agree that any lawsuit based upon any cause of action which you may have against the Credit Union must be filed within one year from the date that the cause of action arises or you will be barred from filing the lawsuit. This limitation is intended to include tort, contract, and all other causes of action for which you and the Credit Union may lawfully contract to set limitations for bringing suit.

CLASS ACTION WAIVER: You, any authorized user of a Card, and the Credit Union agree that each may bring claims against the other in your or its individual capacity and not as a plaintiff or class member in any purported class or representative action. Unless both you and the Credit Union agree, no arbitrator or judge may consolidate one or more person's or entity's claims or otherwise preside over any form of a representative or class proceeding involving this Agreement, your Account, or the terms and conditions of your usage of any Card.

ECOA NOTICE: The Federal Equal Credit Opportunity Act ("ECOA") prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all, or part of the applicant's income is derived from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning the Credit Union is the Federal Trade Commission, Midwest Region, 230 South Dearborn Street, Suite 3030, Chicago, IL 60604.

ECPA INFORMATION: If any application for additional business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Credit Union at the address shown on this Agreement within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

TELEPHONE MONITORING: You agree that the Credit Union may monitor and record telephone calls regarding your Account.

CONTACTING YOU: By providing us with any telephone number, you are expressly giving permission to contact you at that number about all of your Credit Union accounts. You give consent to allow us to contact your past, present, and future telephone service providers to verify the information you have provided against their records. You agree that your telephone service providers may verify any telephone numbers you have supplied to the name, address, and status on their records. For us to service your Account or to collect any amounts you may owe, you agree that we may contact you using any contact information related to your Account, including any number (i) you have provided to us, (ii) from which you called us, or (iii) which we obtained and reasonably believe we can reach you. We may use any means to contact you and this may include contact from companies working on our behalf to service your Accounts. This may include automated dialing devices, prerecorded/artificial voice messages, mail, e-mail, text messages, and calls to your cell phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You are responsible for any service provider charges as a result of us contacting you.

CHANGES OF ADDRESS, TELEPHONE NUMBER, OR NAME: You agree to promptly notify us if you change any contact information you provide to us. This includes your mailing address, e-mail addresses, telephone numbers, or business name.

CONTACTING THE CREDIT UNION

Telephone Service: You may contact us toll free at 800-325-9905. If you need to contact us from outside the United States, you can call the same toll free telephone number using the respective country code.

TTY/TDD service: For TTY/TDD service, contact a telephone relay service provider.

Online Banking: You, your Administrators, and Cardholders may be able to access your Account or individual cardholder account numbers via the

Credit Union's Business Online Banking service. Access is obtained by establishing personal credentials for an individual and the Credit Union must have the full name, social security number, birthday, and other details of any individual attempting to establish online access. The Credit Union does not guarantee the availability of any functions on its Online Banking portal and all such functions may be unavailable from time to time.

Payment Address: Check your current statement for the address to mail a payment. You may call us at the number listed on your Business Card or statement to make a payment or obtain the mailing address for payments. You also may be able to pay your Account using Online Banking (subject to the availability of that function).

Inquiry & Correspondence Address: Together Credit Union, 423 Lynch Street, Saint Louis, MO 63118-1902

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