



Credit Card Disclosure Statement and Agreement for APGFCU® Business Visa® Cash Back Credit for Accounts Opened On or After January 1, 2024

1. Introduction: This Credit Card Disclosure Statement and Agreement ("Agreement") covers each Business Visa Cash Back Card issued by Aberdeen Proving Ground Federal Credit Union ("APGFCU"). This Agreement covers any letter, card carrier, card insert, addendum, and any other document accompanying or relating to this Agreement, any application that you submitted to APGFCU and any notifications of changes to this Agreement. This Agreement also covers APGFCU Convenience Checks ("Convenience Checks" or "Checks") which may be issued in connection with your Account. Visa is a registered trademark of Visa International Service Association.

This Agreement is the final expression of the terms and conditions of your Business Visa Cash Back Credit Card Account with us, and it supersedes any alleged oral or inconsistent provisions of any prior agreement. If any part of this Agreement conflicts with applicable law or is determined by a court to be invalid, this Agreement will be considered changed to the extent necessary to comply with the law or court decision and the remainder of this Agreement will remain in effect. By applying for an Account, or using a Card, you and Business agree that we may provide your personal data and the Business data to VISA U.S.A., its members or their agents for, among other things, the purpose of providing emergency cash, emergency credit card replacement services, or as required by the Visa rules and regulations ("**Visa Rules**").

Please read this Agreement in its entirety and keep it for your records.

2. Definitions: "Account" means the Business Visa Cash Back Credit Card line of credit established with APGFCU pursuant to this Agreement.

"Applicable Law" means federal law and (only to the extent not preempted by federal law) the law of the state of Maryland, the location of the home office of APGFCU, the credit card Issuer.

"Application" means the oral, written or electronically submitted application completed by the Business to request APGFCU extend credit to the Business under the Account and issue a Card based on information you supplied and on which we relied.

"Authorized Officer" means the individual who has authority to bind the Business to the terms of this Agreement. The individual may be a Principal Owner of the Business or an individual duly authorized by Business Resolution or other authorizing documentation to sign on behalf of the Business.

"Authorized User" means any person you permit to use your Account or who has apparent authority to do so.

"Business" means the person or entity for which the Account is being opened.

"Business Days" means days of the week excluding Saturdays, Sundays and federal holidays.

"Card" means the Credit Card or Cards, and any duplicates or renewals, issued by APGFCU for use by the Business or Authorized Users in connection with the Account.

"Cash Advance" includes without limitation cash and cash equivalent transactions (such as ATM cash disbursements, loan payments, the purchase of foreign currency, money orders, travelers cheques, prepaid cards, cashier's checks, lottery tickets, casino gaming chips, and similar transactions using the Account), and Convenience Check transactions.

"Convenience Checks" or "Checks" means the Convenience Check or Checks that may be issued from time to time at APGFCU's discretion as an additional means of Account access.

"Credit Limit" means the maximum amount of Debt that can remain outstanding and unpaid at any time in any Business Visa Cash Back Credit Card Account.

"Debt" means all amounts charged to a Business Visa Cash Back Credit Card Account, including Purchases, Cash Advances, Balance Transfers, Finance Charges and Other Charges and Fees.

"Guarantor" means the individual or Principal Owner who unconditionally guarantees and promises to pay the amount due on your Account even if no demand for payment is first made to you.

"Principal Owner" means any person identified in the Application as directly or indirectly owning 20% or more of the Business.

"Holder", "you" or "your" means the Business, Principal Owner and Guarantor jointly and severally.

"Issuer", "Credit Union", "APGFCU", "we" or "us" means Aberdeen Proving Ground Federal Credit Union, with its home office in Edgewood, Maryland.

3. Authorization: By submitting an Application for an APGFCU Business Visa Cash Back Credit Card, you agree that you are at least 18 years old, you are a U.S. citizen or permanent resident, you have a valid social security number, you have the authority to legally bind the Business for the purposes of applying for an Account and entering into the Agreement, and that all information you have provided to APGFCU on the Application or any other document is true and complete. You agree that the Account and Cards will be used exclusively for lawful business, commercial, agricultural or organizational purposes and not for personal, family or household purposes. You authorize us to obtain your credit and employment histories, and agree that we may, at any time, obtain credit reports or any other information we feel is necessary in connection with your Application or any audit, review, update, quality control, renewal, extension or collection of any credit extended as a result of your Application. You certify that the submission, delivery, and performance of the Application you submitted have been authorized by all necessary corporate or other action by the Business, and will provide evidence of such action promptly upon request. In addition, you understand that if you ask, we will tell you if a credit report was requested, and, if so, the name and address of the credit-reporting agency furnishing it. To request this information you should write to APGFCU, Attn: Business Banking Department, P.O. Box 1176, Aberdeen, Maryland 21001 or call 1-410-272-4000 ext. 2377.

You acknowledge that all of the terms provided in this Agreement are subject to change, at our discretion, at any time, and agree that if we accept your Application, you will comply with all of the terms contained in this Agreement and any additional or supplemental terms that we provide to you.

4a. Individual Liability: You understand that by signing and submitting an Application as a Principal Owner who directly or indirectly owns 20% or more of the Business, you agree to be personally responsible for payment of all balances incurred on all Cards and Account(s) issued pursuant to the Application now or whenever any additional Accounts may be established in the future for the Business. (See also #6 and #8 below.) You must notify us and

allow us reasonable time to act on a closure request if you wish to close the Account and prevent further usage. You remain responsible for payment of all balances incurred on all Cards and Account(s) before any such closure (including any such balances that remain outstanding and unpaid after any such closure).

4b. Business Liability: The Business is jointly and severally liable with you for payment of all balances incurred on all Cards and Accounts issued pursuant to this Application now or whenever any additional Accounts may be established in the future. If the Business is identified as a Not-for-Profit organization at the time of applying for the Account, you represent that you are applying as a legally authorized representative of the Business and not as an individual applicant or guarantor. If the Business is a Not-For-Profit organization, the Business is liable for all amounts due on the Account(s) in accordance with this Agreement.

4c. Balance Transfers: Balance transfers are a feature of your card, which you may access any time or during promotions we may offer from time to time. You may transfer credit card and certain other loan balances from other creditors up to your available credit limit. Balances you transfer from other creditors will be treated as Cash Advances for the purpose of this Agreement and will be subject to your standard Cash Advance APR unless a promotional APR applies. Balance transfers are also subject to the Cash Advance transaction fee described in the accompanying Disclosure unless a promotional offer applies. (This transaction fee is a non-interest Finance Charge.) Any balance transfer promotional offers will describe the terms and conditions of the offer. Balance transfers may not be used to pay any amount owed to us on this Agreement or any other APGFCU credit card or loans you may have with us. If you transfer your balances you may lose your Finance Charge grace period on purchases.

5. Business Visa Credit Line and Credit Limit: If approved for a Business Visa Cash Back Account, the Credit Union will establish a self-replenishing line of credit and notify you of your assigned Credit Limit. You agree that your assigned Credit Limit is the maximum amount of Purchases, Cash Advances, Balance Transfers, Finance Charges and any Other Charges and Fees (see #9, #11 and #12) you will have outstanding on your Account at any given time. If you are ever over your Credit Limit, you must pay the amount you are over before payments will begin to restore your Credit Limit. You may request an increase to your Credit Limit in person, by phone, in writing or by electronic mail. APGFCU has the right to reduce your Credit Limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.

6. Using the Account, Card, Convenience Checks and Cash Advances: Before using the Card, each Cardholder who is issued a Card under this Account must sign the Card immediately upon its receipt. If you do not sign the Card, you will still be obligated to pay any and all amounts incurred on the Account. The Card may only be used during its validity period, which is printed on the Card.

By requesting, signing, keeping, using or authorizing an employee to use the Account, Card and/or Convenience Checks we issue to you, you agree to accept the terms of this Agreement.

If you are a Principal Owner obtaining an Account for your Business, you agree to the terms of this Agreement in your personal capacity as well as your capacity as an officer or owner authorized to bind the Business to this Agreement.

Cash advances are a feature of your card. Cash Advances include without limitation cash and cash equivalent transactions (such as ATM cash disbursements, loan payments, the purchase of foreign currency, money orders, travelers cheques, prepaid cards, cashier's checks, lottery tickets, casino gaming chips, and similar transactions using the account), and Convenience Checks transactions.

APGFCU reserves the right, at its sole discretion, to classify a transaction as a Cash Advance or a purchase for all purposes under this Agreement based on merchant and/or transaction category codes and/or other codes or information provided in connection with a transaction.

Cash Advances are subject to your standard cash advance Annual Percentage Rate (APR) unless a promotional APR applies. Cash Advances (except for Convenience Checks transactions) are also subject to the Cash Advance transaction fee described in the accompanying Disclosure. (This transaction fee is a non-interest Finance Charge.) Cash advances may not be used to pay any amount owed to us on this Agreement or any other APGFCU credit card or loans you may have with us.

You and any Authorized Users may use the Account for Purchases made in person, by phone, mail or the Internet, from anyone who accepts the Card. In addition, you may obtain Cash Advances from APGFCU, other applicable financial institutions and third parties participating in the Visa program and select Automated Teller Machines (ATMs) capable of providing access to the Visa system. You will need to use your Personal Identification Number (PIN) we furnish to obtain a Cash Advance from an ATM. You agree to keep the PIN confidential. You also agree that use of the PIN and Card to make a Purchase or obtain a Cash Advance constitutes your signature for purposes of such transactions.

If you give your Account number to make a Purchase or obtain a Cash Advance without presenting the Card (such as for a mail order or telephone or Internet purchase) the legal effect will still be the same as if the Card itself was used by you.

We make no representation that any particular person, entity or ATM will accept the Card for a Purchase or Cash Advance.

You may not use the Card for any illegal purpose or to initiate any type of electronic gambling transactions through the Internet.

We may supply you with Convenience Checks from time to time. You may use these Checks to draw from your available line of credit on your Account. A Convenience Check drawn on your Account is a loan from APGFCU. You will owe us for the amount of the Convenience Check plus the applicable Finance Charge from the date of the transaction. All Convenience Checks are processed as Cash Advances under this Agreement and are treated as such, except that Convenience Checks are not subject to the Cash Advance transaction fee described in the accompanying Disclosure.

7. Overdraft Protection: If you have requested your Account be used to provide Overdraft Protection for a Business Checking Account maintained with APGFCU, funds may be transferred from your Account to the Business Checking Account in accordance with the "All About Your Accounts" disclosure governing your Business Checking Account. All funds will be transferred in increments of \$50 and are processed as a Cash Advance under this Agreement and are treated as such, except that Overdraft Protection transfers are subject to the Visa Credit Card Protection Fee described in the accompanying Disclosure applicable to your enrolled APGFCU Business Checking Account (only one such transfer fee will be imposed on any day we make one or more Overdraft Protection transfers). Overdraft Protection transfers are loans by us to you. You will owe APGFCU for the amount of such transfers plus the applicable Finance Charge and transaction fee. You understand that anyone who is authorized to make withdrawals from the Business Checking Account may access your Business Visa or Share Secured Business Credit Card Account through Overdraft Protection. Overdraft transfers may be made for any lawful purpose except for payment to a Business Visa or Share Secured Business Credit Card Account.

8. Responsibility: You agree to pay all Purchases and Cash Advance charges made to your Account by you or anyone you authorize to use your Account. You also agree to pay all Finance Charges and any Other Charges and Fees added to your Account under the terms of this

Agreement. Your obligation to pay the amount owed on your Account continues until paid in full, even though an agreement, business dissolution or court judgment to which APGFCU is not a party may direct someone else to pay the Account balance. If more than one person signs the Application for this Account as a Principal Owner, each will be individually and jointly responsible for paying all amounts owed under this Agreement. The Principal Owner that obtains the Account for the Business is also a Guarantor and is personally responsible for all amounts owed on the Account. This means that APGFCU can require some or all Guarantors together or individually to repay the entire amount owed under this Agreement.

9. Finance Charges: You can avoid periodic Finance Charges on purchases by paying the full amount of the total new balance each month ("Total New Balance") by the payment due date (which will be at least 25 days after your monthly statement closing date). Otherwise, the Total New Balance of purchases, and subsequent purchases from the date they are posted to your account, will be subject to periodic Finance Charges. Cash advances, balance transfers, and convenience checks are always subject to periodic Finance Charges from the date they are posted to your account (unless a promotional APR offer applies).

Finance Charges are calculated on the average daily principal balances of purchases and Cash Advances (including any applicable Balance Transfers and Convenience Checks) in the account (multiplied by the number of days in the monthly statement period) at the applicable daily periodic rate and corresponding Annual Percentage Rate disclosed in the Visa Credit Card Approval Letter, any applicable promotional APR offer, and monthly statements. (The Annual Percentage Rate does not include non-interest Finance Charges, such as cash advance or balance transfer transaction fees.)

The principal balances of purchases, cash advances and balance transfers are determined each day during the monthly statement period, beginning with the principal portion of your Previous Balances, reduced by payments you make and credits we apply to reduce outstanding principal balances, and increased by purchases, cash advances and balance transfers you make and debit adjustments we make during the statement period. The daily principal balances are totaled and divided by the number of days in the statement period, to produce separate average daily principal balances for purchases, cash advances and balance transfers to which the applicable periodic rate is then applied for the number of days in the monthly statement period.

10. Variable APRs Based on Prime: Your variable Annual Percentage Rate ("APR") is based on the U.S. Prime Rate ("Prime Rate"). Your variable APR will equal the Prime Rate plus a margin. The margin for a Business Visa Cash Back Account will be based on an evaluation of the credit history of the Business and each Principal Owner and Guarantor, and may also depend on the credit limit. If the Prime Rate increases, it will cause the variable APR to increase. If the Prime Rate decreases, it will cause the variable APR to decrease. Your Finance Charge for every \$1.00 in your average daily principal balance may increase if the Prime Rate rises and will decrease if the Prime Rate falls. For example, a change in the Prime Rate of one percentage point will result in a one percentage point change in the same direction in your variable APR with a corresponding change in your daily periodic rate. For each billing cycle, we use the Prime Rate published in The Wall Street Journal on the first business day of each month. If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the billing cycle following the month in which the Prime Rate changed. We apply the new APR to any existing balance, subject to any promotional rates that may apply.

11. Late Charge; Returned Payments: In addition to the continued accrual of the Finance Charges at the daily rate, if you fail to pay at least the Minimum Payment within 15 days after it is due, we may assess a late charge of \$25. If you make a payment that is returned unpaid, we may assess a returned payment charge of \$20.

12. Other Fees: If you request photocopies of sales slips, duplicate copies of Monthly Statements or a replacement Card, you agree to pay our reasonable costs for such services. The present charges for these services are stated specifically in the current Service Price List. You can pick one up in any branch or call us and we will mail you a copy.

13. Monthly Payment and Allocation: You promise to pay all amounts you owe on your Account, including without limitation any Finance or Late Charges. When you receive your Monthly Statement you may pay the full amount due or some lesser amount, but the least you may pay is the minimum payment amount due.

The Minimum Payment on your Account will be either (a) 2.0% of your Total New Balance, or \$25, whichever is greater, or (b) your Total New Balance, if it is less than \$25 plus (c) any portion of the Minimum Payment(s) shown on your prior statement(s) which remains unpaid. In addition, at any time your Total New Balance exceeds your Credit Limit, you must immediately pay the excess upon our demand.

Subject to applicable law, we will apply payments first to previously billed and unpaid Finance Charges on Purchases, then to any Other Charges and Fees due, then to Cash Advances, whether or not billed on the Monthly Statement, then to Balance Transfers, then to previously billed Purchases. However, any payment equal to or greater than the Previous Balance will be applied first to previously billed and unpaid Purchases and any Finance Charge thereon to reduce continuing accrual of Finance Charges on previously billed Purchases. Subject to the foregoing, Purchases, Cash Advances and Balance Transfers will be paid off in the order they were posted to your Account. If two or more Purchases were posted on the same day, your payment will be applied to the smaller one first.

14. Irregular Payments; Stop Payments: We can accept late payments, partial payments, checks and money orders marked "paid in full" or language having the same effect without losing any of our rights under this Agreement.

If before a Balance Transfer or Convenience Check drawn on your Account has been honored, you notify us not to pay it, we will use reasonable efforts to stop payment on the check. You must notify us of your stop payment request by calling or writing us at the telephone number(s) or address in Section 3 (Authorization) above. You agree that we need at least one business day after we receive your request to process your request. Your stop payment request must include the number, payee, amount, and date of the check on which payment is to be stopped. If you make your request by telephone, we may disregard any such telephone request 14 days after our receipt unless you confirm your request in writing within that 14-day period. If you make or confirm your request in writing, we may disregard any such written request six months after our receipt unless you renew your request in writing.

15. Security Interest: You grant the Credit Union a purchase money security interest under the Uniform Commercial Code in any goods you purchase through your Account. You agree that all collateral the Business has given the Credit Union to secure other Business loan obligations, in the past and in the future, will secure your obligations under this Agreement. In addition, you agree this Account is also secured by all individual and joint shares and deposits, present and future, and all other accounts (except Individual Retirement Accounts or any other account that would lose special tax treatment under state or federal law if given as security) of the Business and of any Principal Owner or Guarantor that are maintained with the Credit Union, even though we may agree to allow transactions (including withdrawals and funds transfers) to continue to occur from such accounts. You agree, upon default, the Credit Union may apply any and all security to pay any amounts due under this Agreement, without further notice to you.

16. Default: You will be in default if a) you fail to make any minimum payment or other required payment by the date it is due; b) you breach any other condition of this Agreement; c) you are a natural person and you die; d) you are a Business and you cease to exist; e) you are a Business and you change your legal structure so that the person obligating the Business to this Agreement is no longer authorized to bind it to legal agreements; f) bankruptcy or insolvency proceedings are started by you or against you; g) you make any false or misleading statements in any credit application or credit update; h) you have an attachment or garnishment proceeding initiated against you or any of your property; i) something happens that APGFCU believes may substantially reduce your ability to repay what you owe; or j) you use or attempt to use the Card or Account in furtherance of any purpose deemed or reasonably suspected to be illegal under state or federal law.

In the event of any default or in the event this Agreement is terminated by you or by us for any reason, the entire balance on the Account becomes due and payable forthwith. You also agree that, in case of default, you will pay all usual and customary costs of collection permitted by law, including court costs and reasonable attorney fees. You agree that the jurisdiction in any dispute or for any collection purposes will be in the State of Maryland.

17. Penalty APR: The Penalty APR may be applied to your Account if you:

- Are over 60 days past due; or
- Make a payment that is returned and causes your Account to be over 60 days past due.

The Penalty APR is **18.00%** (or such other rates as may be permitted under the Federal Credit Union Act), corresponding to a daily periodic rate of 0.0493%. If the Penalty APR is applied to your Account, it will apply to both existing and new transactions. It will no longer apply to the Account if you make the next six consecutive minimum payments on time. If you do not make these payments on time, the Penalty APR may continue to apply to both new and existing balances indefinitely.

18. Lost or Stolen Cards / Liability for Unauthorized Use:

You (including any Cardholder) must notify us orally or in writing immediately of the loss, theft or possible unauthorized use of the Account, Card or Checks. You and Business are not liable for unauthorized Transactions made by using the Account, Card or Checks after you duly notify us of loss, theft or suspected unauthorized use of the Account, Card or Checks and allow us a reasonable amount of time to act on your notice. Under Visa Rules, you will generally have no liability for the unauthorized use of any Card after its loss or theft. If there is an exception to the Visa "zero liability" operating rule, such as, if you or a Cardholder are grossly negligent in handling your Card or Card number, or if the Card transaction is not processed by Visa, your maximum liability is \$50. You can notify us during business hours at 410-272-4000 or toll-free at 800-225-2555. After business hours, call toll-free 800-543-5073 to contact the Lost/Stolen Center or in writing at: APGFCU, P.O. Box 1176, Aberdeen, MD 21001.

You and Business agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or suspected unauthorized use of a Card, Check, or the Account and comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user.

19. Changing or Terminating Your Account or Authorized Users:

APGFCU may change the terms of this Agreement (including without limitation how the variable APR and Cash Back awards are determined) from time to time after giving you advance notice if and as required by law. Your use of the Card or Account after receiving notice of a change will indicate your agreement to the change. 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.

Either you or APGFCU may terminate this Agreement at any time, but termination by you or APGFCU will not affect your obligation to pay the Account balance plus any Finance Charges and Other Charges and Fees you owe under this Agreement. APGFCU has the right to require you to pay your full Account balance at any time after your Account is terminated whether it is terminated by you or APGFCU.

Termination shall also be binding on each Authorized User. You are responsible for all transactions made to your Account after termination, unless the transactions were unauthorized and you followed the guidelines in #18 above.

If you are a Business (incorporated or unincorporated) or organization or association, you agree to notify us in writing within 10 days of any change in your legal structure or any change in your owners (including Principal Owners), officers (including Authorized Officers) or Authorized Users. You also agree to notify us promptly by phone, by electronic mail or in person of any change or termination of any Authorized User's charging privileges or rights to access the Account.

20. Credit Review and Release of Information:

You authorize the Credit Union to investigate and evaluate your Business and the Personal Credit Standing of all Principal Owners and Guarantors when opening or reviewing your Account and agree to immediately notify us in writing should there be an adverse change in your credit or their financial condition. You further agree that the information you provide to us on your Application may be re-investigated or re-evaluated at any time. We may request updated credit bureau reports and may or may not ask you to provide annual financial statements, tax returns or other credit-related information. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about standing.

21. Foreign Transactions:

Purchases, Cash Advances and Balance Transfers made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to U.S. dollars and the fees for all international transactions will be made in accordance with the operating regulations of Visa U.S.A., Inc. The exchange rate between the foreign transactions to U.S. dollars will be a rate selected by Visa from the 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. In addition, we impose a foreign transaction fee equal to 1% of the transaction amount in U.S. dollars regardless of whether or not currency conversion is involved. All transactions, including online transactions, that may have been originated by a Cardholder or Authorized User in the U.S., but are processed by a foreign merchant, are subject to this fee. You may not always receive prior notification from the merchant that your transaction is processed by the merchant outside the United States.

22. Merchant Disputes:

APGFCU is not responsible for the refusal of any merchant or financial institution to honor the Card. We may be subject to certain claims and defenses (other than tort claims) arising out of goods and services you purchase with the Card (but not with a Check or any other type of Cash Advance), up to the amount of credit outstanding for the disputed property or services and any finance or other charges imposed on that amount, but only if you have made a good faith attempt and have been unable to obtain satisfaction from the merchant and: (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than \$50 and was made from a merchant in your state or within 100 miles of your current Account mailing address. You must resolve any other disputes you may have with merchants concerning the quality of property or services you purchased with a Card or the Account directly with the merchants.

23. Effect of Agreement: This Agreement is the contract that applies to all transactions on your Account, even though the sales, cash advance, balance transfers, credit or other slip you sign or receive may contain different terms. You agree to all the terms and charges contained in this Agreement. Captions and headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. Unless the context specifically requires otherwise, references in this Agreement to a singular number include the plural, and references to a plural number include the singular.

24. No Waiver: APGFCU can delay enforcing any of its rights any number of times without losing these rights.

25. Notices: We will send statements and notices to you at the most recent address you have given the credit union. Notice sent to any one of you will be considered notice to all. You promise to notify us promptly in writing of any changes to your address.

26a. Cash Back Awards: Your APGFCU Business Visa Cash Back rules and important terms associated with the use of the Card and Account and payment of Cash Back awards, including provisions related to eligible transactions and other important conditions and limitations are detailed below.

You must be an individual and use the Account only for business and expenses. Your Account must be open and in good standing to earn Cash Back awards. (See also #26b.) Signing, accepting or using the Card or Account, constitutes acceptance of these terms and conditions.

Cash Back awards have no cash value or value of any kind until they are deposited by APGFCU into the Business share account as dollars earned. The Business is solely responsible for any taxes that may be owed as a result of receiving Cash Back awards.

You may earn 1.5% Cash Back awards for each one dollar (\$1.00) of new retail purchases less credits, returns and adjustments ("Net Purchases") posted to the Account in a Monthly Statement billing cycle. Earned Cash Back awards will be posted to the Business share account on the next business day following the end of a Monthly Statement billing cycle.

Cash Back awards scheduled to be paid to the Business share account for Net Purchases posted in a Monthly Statement billing cycle will be disclosed on the Monthly Statement for the applicable billing cycle. There is currently no minimum or maximum Cash Back award the Business may earn. Cash Back awards earned will be paid in U.S. Dollars and rounded to the nearest cent. Account adjustments, returns, credits, and billing or merchant disputes may affect the amount of any Cash Back award paid.

Cash Advances, Balance Transfers, Finance Charges and any Other Charges and Fees, and disputed or unauthorized/fraudulent transactions are not considered eligible purchases and will not earn Cash Back awards. APGFCU reserves the right, at its sole discretion, to disqualify any Account transaction for Cash Back award purposes, based on merchant and/or transaction category codes and/or other codes or information provided in connection with an Account transaction.

APGFCU also reserves the right, at its sole discretion, to disqualify any Account from earning and receiving Cash Back awards, and to require an Account to forfeit any and all Cash Back awards earned but not yet paid for any violation of this Agreement or if for any reason the entire balance on the Account becomes due and payable. If you dispute any aspect of APGFCU's Cash Back awards determination or administration, including without limitation the amount of Cash Back awards earned or deposited, you must notify us in writing at APGFCU, P.O. Box 1176, Aberdeen, MD 21001, within sixty (60) days of the date of the first Cash Back Visa Account Monthly Statement to which the Cash Back award dispute relates, describing the reasons for your dispute. If we do not receive your written notice within this time frame, we will have no obligation to you to investigate or to adjust any error.

26b. Cash Back Restrictions or Forfeiture: You may not earn Cash Back awards during any Monthly Statement billing cycle in which any of the following occurs:

- Your Account is in default under your Agreement with us.
- You or any Authorized User engage in any fraudulent activity on this account.
- You engage in any illegal activity through the use of your account or engage in activity that is deemed to be abusive or gaming conduct, as determined by us in our sole discretion.
- You or we close or terminate your Account for any reason; all earned but not paid Cash Back awards will be forfeited.
- We may, at our sole discretion, cancel, modify, restrict or terminate the Cash Back awards program or any aspects of the Cash Back awards program at any time without prior notice. All interpretations of the APGFCU Cash Back award program rules shall be at our sole discretion. These Cash Back awards program rules and important terms do not apply to any other Visa product offered by APGFCU.

All APGFCU Cash Back award program information is subject to change at any time without prior notice.



Interest Rates and Interest Charges

<p>Annual Percentage Rate (APR) for Purchases</p> <p>Business Visa Cash Back Credit Card</p>	<p>0% introductory APR for 18 months from the date of account opening for purchases that have been submitted to your account within the 90th calendar day from account opening for the Business Visa Cash Back card. Conditions apply.</p> <p>For purchases completed after the 90th calendar day, your APR will be 16.49% to 17.99% based on your creditworthiness at the time you opened your account. This APR will vary with the market based on the Prime Rate.</p> <p>16.49% – 17.99%</p> <p>Your APR is based on your creditworthiness at the time you open your account. This APR will vary with the market based on the Prime Rate after you open your account.</p>
<p>Annual Percentage Rate (APR) for Cash Advances, Convenience Checks and Overdraft Advances (if enrolled)</p>	<p>For the Business Visa Cash Back card, your APR will be 16.49% to 17.99% based on your creditworthiness at the time you open your account. This APR will vary with the market based on the Prime Rate after you open your account.</p>
<p>Annual Percentage Rate (APR) for Balance Transfers</p>	<p>Business Visa Cash Back Credit Card - 0% introductory APR for 18 months from the date of account opening for balance transfers that have been submitted to your account within the 90th calendar day from account opening. Conditions apply.</p> <p>For balance transfers completed after the 90th calendar day, your APR will be 16.49% to 17.99% based on your creditworthiness at the time you opened your account. This APR will vary with the market based on the Prime Rate.</p>
<p>Penalty APR and When It Applies</p>	<p>18.00%</p> <p>This APR may apply to your account if you:</p> <ul style="list-style-type: none"> • Are over 60 days past due; or • Make a payment that is returned and causes your account to be over 60 days past due. <p>How long will the Penalty APR apply? If your APRs are increased for either of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due. (If you do not make these payments on time, the Penalty APR may apply indefinitely.)</p>
<p>How to Avoid Paying Interest on Purchases</p>	<p>Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay the entire balance by the due date each month. We will begin charging interest on cash advances, balance transfers, convenience checks, and overdraft advances (if enrolled), on the transaction date.</p>
<p>Fees</p>	
<p>Annual Fee</p>	<p>None</p>
<p>Transaction Fees</p> <p>Cash Advance</p> <p>Foreign Transaction</p> <p>Overdraft Protection Advance (if enrolled)</p> <p>Balance Transfers</p>	<ul style="list-style-type: none"> • \$2 • 1% of transaction amount in U.S. dollars • \$5 • 3% of the amount of each transaction will be assessed on all submitted balance transfer requests within the first 90 calendar days of account opening at the 0% introductory APR which have been posted to your account. \$0 for each transaction that posts to your account after 90 calendar days of account opening. You will be charged your standard variable rate APR.
<p>Penalty Fees</p> <p>Late Payment</p> <p>Returned Payment</p>	<ul style="list-style-type: none"> • \$25 • \$20

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

Loss of Introductory APR: You may lose your Introductory APR if the Penalty APR applies to your account.

Billing Rights: Information on your right to dispute unauthorized transactions is provided in Section 18 of your account agreement.

Variable Rate Information: Variable APRs are based on the **8.50% Prime Rate as of 01/01/2024**. Your APR may vary. Rates are determined and adjusted monthly, according to your monthly statement billing cycle, by adding a Margin to the Prime Rate published in the Wall Street Journal on the first business day of every month. The Margin will range from 7.99% to 13.99% based on creditworthiness.

Security Interest: You agree to give APGFCU a purchase money security interest in any goods purchased with your account, and in share and deposit accounts maintained with APGFCU. Collateral securing other loans you have with us may also secure your account.

This disclosure was printed and accurate as of 01/01/2024, and is subject to change after that date. To find out what may have changed, or if you have any questions regarding this disclosure, call toll-free 800-225-2555, or 800-811-4888 TTY.

Balance transfers will be applied to your account and sent to your designated payee(s) 10 days after we open your new account. If you want to cancel or modify your balance transfer within the first 10 days of account opening, please call 1-800-225-2555. Please continue to make regular payments to your other account(s) until you know the balance has been paid.

This disclosure was printed and is accurate as of 01/01/2024 and is subject to change after that date. All loans are subject to credit approval. To find out what may have changed, or if you have any questions regarding this disclosure, call toll free 1-800225-2555 or 1-800-811-4888 TTY.