

Tampa Bay Federal **MasterCard Business Credit Card** Solicitation Disclosure

Rates in Effect 07/26/2023

Interest Rates and Interest Charges	
Annual Percentage Rates (APRs) for Purchases, Balance Transfers & Cash Advance	11.25%* This APR will vary with the market based on the Prime Rate.
Variable Rate Information	The APR on the Mastercard Business Platinum may vary. The rate for purchases, cash advances and balance transfers is determined monthly. The rate will equal the sum of the Prime Rate plus 2.75% as listed in the Money Rates Section of the Wall Street Journal, on the last business day of each month as printed in the Wall Street Journal. Minimum APR 6.00% to a Maximum APR 18.00%.
Grace Period	25 days for purchases. There is no grace period for cash advances or balance transfers.
Method of Computing the Balance for Purchases	Average daily balance (including new purchases)
Annual Fees	None
Transaction Fees: <ul style="list-style-type: none">Balance TransferCash AdvanceATM AdvanceForeign Transaction	<ul style="list-style-type: none">\$10NoneEither \$2 or 2% of the amount of the advance, whichever is greater1% of each transaction in US dollars
Penalty Fees: <ul style="list-style-type: none">Late PaymentOver the Credit LimitReturned Payment	<ul style="list-style-type: none">First occurrence \$29, Subsequent occurrence within 6 months \$35NoneFirst occurrence \$29, Subsequent occurrence within 6 months \$35

Billing Rights:

Information on your rights to dispute transactions and how to exercise those rights is provided in the Credit Card Agreement and Disclosure.

Minimum Payment Requirement:

3% of outstanding balance, subject to a minimum of \$15.00

* The Prime Rate used to determine the APR is the rate published in the Wall Street Journal on the last business day of the prior month. Other fees may apply. Please refer to the *Terms and Conditions of the Account* disclosure for additional information. The information here is accurate as of **July 26, 2023** and is subject to change after this date. Please contact us at 3815 N. Nebraska Ave, Tampa, FL 33603 for any changes in this information.

Tampa Bay Federal Mastercard Business Credit Card Agreement

Terms & Conditions of the Account

In this Agreement, the words "you", "your" and "cardholder" mean the business and individual(s), if any, applying for a credit card or signing this Agreement. "Credit Union", "we", "us" and "our" means Tampa Bay Federal Credit Union. "Card" means the credit card and any duplicates and renewals we issue. "Account" means your credit card line of credit account with us.

CREDIT CARD AGREEMENT: You acknowledge receipt of and agree to the terms of this Agreement by using the Card or retaining the Card. If you do not agree to the terms of this Agreement, you must immediately cut the Card in half, call us at 813-247-4414. You agree we may revoke the Card/Account at any time without notice to you.

1. **Responsibility.** If we issue you a Card, you agree to repay all debts and finance charges arising from the use of the Card/Account (including any fees associated with your use). Each of you will be jointly and severally responsible for repayment. You agree not to use the card for any illegal purpose whatsoever, including illegal internet gambling, but you agree to repay the amount of any such transaction made by you or someone you authorized. You also agree that the Card/Account will be used for business/commercial purposes only.

2. **Lost Card Notification.** If you believe the Card has been lost or stolen, you agree that you will immediately call us at 813-247-4414.

3. **Liability for Unauthorized Use.** You will be liable for any authorized and unauthorized use of your Card/Account. If you authorize someone to use your Card/Account for any purpose at any time, then any use of the Card/Account by that person at any time thereafter is not unauthorized even if it exceeds the authority given. You agree that use by any employee or agent of yours is an authorized use. Depending upon the circumstances, you may qualify for zero liability under the MasterCard zero liability programs. Please contact MasterCard for details.

4. **Credit Line.** If we approve your application, we will establish a self replenishing line of credit for you and notify you of its amount when we issue the Card. You agree not to let the Account balance exceed this approved credit line. Each payment you make on the Account will restore your credit line by the amount of the payment which is applied to principal. If you request an increase in your credit line, we may require you to make your request in writing before considering your request. We may, at any time and for any reason not prohibited by law, reduce your credit line from time to time, refuse to make an advance or revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this agreement or our adverse reevaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either you or us does not affect your obligation to pay the account balance. The Cards remain our property, and you must recover and surrender to us all Cards upon our request and upon termination of this Agreement.

5. **Credit Information.** You authorize us to investigate your credit standing when opening, renewing or reviewing your Account, and you authorize us to disclose information regarding your Account to credit bureaus and other creditors who inquire of us about your credit standing.

6. **Payments.** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 25 days from the statement closing date, whichever is later. If your statement says the payment is "Now Due," your payment is due no later than 25 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total Statement Balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 3.0% of your Total Statement Balance or \$15.00, whichever is greater. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit. Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses. If payment is not received by the Credit Union on or before the due date, then you agree to pay a late payment fee of \$30.00.

7. **Disputed Debts.** You agree not to attempt to settle a disputed debt by making a partial payment without obtaining our prior written permission to do so. You agree that any payment concerning a disputed debt, including an instrument tendered as full satisfaction of a debt, will be sent.

8. **FINANCE CHARGE.** The **FINANCE CHARGE (INTEREST)** will equal the sum of the **Prime Rate plus 2.75%** as listed in the **Money Rates Section of the Wall Street Journal, on the last business day of each month. There is a minimum 6.00% ANNUAL PERCENTAGE RATE and a maximum 18.00% ANNUAL PERCENTAGE RATE, or the highest ANNUAL PERCENTAGE Rate** then permitted by applicable law. If the index is discontinued or is no longer available, a successor index

the monthly periodic rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance of Credit Purchases any new Credit Purchases posted to your account and subtracting any payments as received and credits posted to your account, but excluding any unpaid **FINANCE CHARGES**. **FINANCE CHARGES** will begin to accrue on Cash Advances, including (Balance Transfers, Convenience Checks, and ATMs) from the date of the transaction. **The effective ANNUAL PERCENTAGE RATE will differ from the corresponding ANNUAL PERCENTAGE RATE if cash advance fees have been included.**

9. **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 also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement, (b) you break any promise you have made to us under this Agreement or any other agreement you have with us, (c) any statement you have made in this Agreement, in connection with this Agreement or in connection with any other agreement you have with us is not true, or (d) we should otherwise feel insecure in receiving payment of the Account balance for whatever reason. If you are in default, we have the right to demand immediate payment of your full Account Balance at once without notice to you. If immediate payment is demanded, you agree to continue paying finance charge, at the periodic rate charged before default, until what you owe has been paid, and any security given for your Account may be applied towards what you owe. Except when prohibited by law, in the event of a default, you agree to pay all costs of collecting the amount you owe under this agreement including reasonable attorney's fees and costs. The law may provide that you are not responsible for attorney's fees unless your balance exceeds a certain amount (such as \$300) and in such case the attorney's fee provision does not apply.

10. **Using the Card.** If we issue you a Card, you may use it in person, by mail, over the telephone, or on the internet to make purchases from merchants and others who accept MasterCard. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the MasterCard program and from automated teller machines (ATMs), such as MasterCard ATM Network, which provide access to the MasterCard system. (Not all ATMs provide such access). We may issue you a Personal Identification Number (PIN) which may be used to obtain cash advance(s) from an ATM. This PIN is confidential and should not be disclosed to anyone. It is important to observe safety precautions when using an ATM machine. Always observe your surroundings and use a different ATM if the environment around the machine appears to be unsafe in any way. Use a different machine if the machine appears to have been altered. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. We may make a reasonable charge for photocopies of slips you request. For security reasons, we may block the use of the Card/Account in certain geographic areas. We have no liability to you or others in the event such a block should occur.

11. **Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your Account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1 or more, refund it on your written request or automatically after 6 months.

12. **Additional Benefits/Rewards.** We may offer additional benefits; including cash back incentives, and rewards, from time to time, at no additional charge, on your Account. You acknowledge and agree that we are not obligated to offer such services and they may be withdrawn at any time.

13. **Foreign Transactions.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by MasterCard and you agree to accept those terms. If your account is subject to a Foreign Transaction Fee, a fee may be added to your account for transactions made outside of the United States or in a foreign currency. Transactions made in a foreign currency using a MasterCard card or processed by a network operated or affiliated with MasterCard will be subject to a fee as set forth in this agreement. The currency conversion rate used on the processing date may differ from the rate that would have been used on the date of the transaction and/or the statement posting date.

14. **Plan Merchant Disputes.** We are not responsible for the refusal of any plan merchant or financial institution to honor your Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and: (a) your purchase was made in response to an advertisement we sent or participated in sending you, or (b) your purchase cost more than \$50 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you

sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you any advance written notice if required by law. Any amendment to this Agreement will take effect on the day it is mailed unless advance notice is required by law. Your use of the Card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing Account balance as well as to future transactions.

17. Statements and Notices. Statements and notices will be mailed to you at the most recent address you have given the Credit Union or delivered electronically as per your consent. Notice sent to any one of you will be considered notice to all of you. You must notify us of any address change.

18. General Terms. No delay in enforcement of our rights under this Agreement will result in any loss of our rights or relieve you of any of your obligations. If any provision of this Agreement is deemed invalid, the rest of this Agreement will remain in full force and effect. The paragraph headings are for convenience only and do not form a part of this Agreement. The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Florida and any applicable Federal law without regard to their choice of law provisions.

19. Fees. In addition to the fees disclosed to you, we may charge other fees for services that will be disclosed to you at the time the service is requested or on our Fee Brochure, as amended from time to time.

20. Skip-A-Payment: From time to time, solely at the option of the Credit Union, you may be given the option, for a fee, to skip a payment. If you elect to take advantage of the offer to skip a payment, the interest finance charge will continue to accrue during the month you choose to skip a payment and you must resume regular payments on the following payment due date.

21. Arbitration: Any controversy or claim arising out of or relating to this Agreement and/or Account shall be settled by binding arbitration. You further agree that any such arbitration shall take place in Hillsborough County, Florida. Judgment upon any award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall determine the prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator's fees, shall be borne by the non-prevailing party, unless otherwise required by law. No provision of this Agreement, nor the exercise of any right under this agreement, shall waive the arbitration requirement or limit the right of the Credit Union to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during, or after the pendency of any arbitration, (2) exercise self-help remedies, such as set-off; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust, or applicable law; (4) exercise any other rights under this agreement upon the breach of any term or condition herein; or, (5) to proceed with collection of the Account through all other legal methods, including, but not limited to, proceeding in court to obtain judgment. Any and all arbitration under this contract will take place on an individual basis; class arbitrations and class actions are not permitted. YOU FURTHER AGREE THAT YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

22. Guarantee: To induce the Credit Union to make or continue to offer the Business Loan and future advances, in consideration thereof and for loans and advances, the signors ("Guarantor") individually, absolutely, and unconditionally guarantees the full and punctual payment to the Credit Union of all sums which may be presently due and owing and of all sums which shall in the future become due and owing to the Credit Union from the Borrower. This amount whether direct or indirect, whether as a borrower, guarantor, surety or otherwise, including, without limitation, interest, attorneys' fees and other amounts accruing after the filing of a petition in bankruptcy by or against Borrower. Guarantor waives: notice of acceptance hereof, presentment and protest of any instrument and notice thereof, notice of default and all other notices to which the Guarantor might otherwise be entitled; and any and all defenses, including without limitation, any and all defenses which the Borrower or any other party may have to the fullest extent permitted by law, any defense to this Guaranty based on impairment of collateral or on surety ship defenses of every type; any right to exoneration or marshaling.