



Florida Credit Union  
 PO Box 5549  
 Gainesville, FL 32627  
 1-800-284-1144  
 www.flcu.org

**COMMERCIAL CREDIT CARD AGREEMENT,  
 DISCLOSURES & GUARANTY AGREEMENT**

**This is your agreement and disclosure statement ("Credit Agreement" or "Agreement") with the Credit Union. Please read it carefully and keep it for your records. If your application is approved, your agreement to all of these provisions, as amended from time to time including the Card issued by us, will be shown by your application for the Card, your acknowledgment of the Credit Agreement, your acceptance of the Card, or your use of the Card, whichever occurs first.**

**Definitions.** In this Agreement, the word "Card" means either one or more credit cards and any duplicates, renewals or substitutions we issue to the borrower or to any designated authorized user(s). The words, "Company," "you," "your," and "yours" mean the borrower and all cardholders (borrowers, co-borrowers and or guarantors); anyone any borrower or cardholder permits to use the Card(s); as well as any authorized user for whom an additional Card(s) is issued to the extent of their purchases and cash advances, as well as transactions by anyone they permit to use the Card(s). Guarantor is each authorized user who owns 20% or more of a Business. The word "cardholder" means any borrower as well as any person the borrower designates as a cardholder. The words "Credit Union," "we," "us," and "our" mean Florida Credit Union.

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**CREDIT LIMITS and PAYMENT TERMS OF THE PLAN**

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**PROMISE TO PAY AND CREDIT LIMITS:** According to the terms of this Agreement, Company promises to pay Credit Union all amounts due and to adhere to the the credit limits. Credit Union may increase or decrease any credit limit at any time.

**ANNUAL PERCENTAGE RATES:**

- Purchases:** \_\_\_\_\_ % to \_\_\_\_\_ % Fixed Rate.
- Balance Transfers:** \_\_\_\_\_ % to \_\_\_\_\_ % Fixed Rate.
- Cash Advances:** \_\_\_\_\_ % to \_\_\_\_\_ % Fixed Rate.

**Minimum Payment:** 2% of your total New Balance or \$20.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit.

**Minimum Interest Charge:** If you are charged interest, the charge will be no less than \$1.50.

**FEES:** Company shall pay the following fees:

- Late Payment Fee:** Up to \$35.00 for each billing period in which your minimum payment is not received within five (5) days of your payment due date. This fee may be added to your account balance, or collected from you on demand.
- Returned Payment or Insufficient Funds Fee:** Up to \$35.00 fee if your payment by any method, including check, electronic transfer, home banking transaction or otherwise, is not honored, collected by us, or if we must return it to you because it cannot be processed for any reason. This fee may be added to your account balance, or collected from you on demand.
- Exceeding Your Credit Limit Fee:** Up to \$35.00 for each billing period in which your New Balance exceeds your credit limit. This fee may be added to your account balance, or collected from you on demand.
- Card Replacement Fee:** \$25.00
- Rush Mail Fee (Priority Handling):** \$25.00 per request
- Balance Consolidation Stop Payment Fee:** \$35.00 per transaction
- Foreign Transaction:** 1% of each transaction in U.S. dollars.

**BINDING ARBITRATION: EXCEPT AS SPECIFICALLY PROVIDED IN BORROWER'S MEMBERSHIP AGREEMENT, WHICH IS INCORPORATED HEREIN BY REFERENCE, BORROWER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION; AND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION PURSUANT TO THE ARBITRATION AGREEMENT ATTACHED HERETO. THIS PROVISION SUBSTANTIALLY LIMITS OR AFFECTS BORROWER'S RIGHTS. THEREFORE, READ IT CAREFULLY. ANOTHER COPY IS AVAILABLE UPON REQUEST. NEITHER PARTY WILL HAVE A RIGHT TO HAVE A JURY DECIDE ANY CLAIM OR DISPUTE, AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER. FURTHER NEITHER PARTY OR ANYONE ON THEIR BEHALF CAN PURSUE A CLAIM OR DISPUTE IN A CLASS OR REPRESENTATIVE ACTION.**

**Suspension of electronic services and access to share or deposit accounts.** Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

**COMMERCIAL NATURE OF THIS PLAN:** The Borrower and authorized parties represent and warrant to the Credit Union that the purpose of this loan is strictly intended for business/commercial purposes, and that no part of this Plan or any property purchased or pledged as collateral is or will be used for personal, family, or household purposes, intending that the Credit Union rely on this statement.

By submitting your Application, as well as by the use of your card, you understand and agree to be bound by those terms as set forth within the Application and this Credit Agreement.

## GUARANTY AGREEMENT - JOINT AND SEVERAL PERSONAL LIABILITY

By submitting your application, and intending to induce Credit Union to make, renew, or extend a loan or loans to the Borrower, all applicants and authorized users personally and unconditionally individually and jointly guarantee the prompt payment when due to the Credit Union, and any other holder of the above Agreement of the entire amount owing on the Agreement if the Borrower defaults in payment or performance of any obligations to the Credit Union. This is a guaranty of payment and not of collection. All applicants and authorized users waive notice of acceptance of this guaranty and agree Credit Union does not have to provide notice if any payments under the Agreement have not been paid or if the Borrower has otherwise defaulted. Credit Union can change the terms of the Agreement or the schedule of payments or release any security of any Borrower without notifying the any guarantor or releasing any guarantor from responsibility under this guaranty. All applicants and authorized users agree to be bound by all terms of this Agreement, and agrees to pay all amounts owing under the Agreement on demand, without requiring Credit Union to bring suit or take any action against the Borrower or any collateral for the Agreement. If the Credit Union sues to enforce this Guaranty Agreement, each and every guarantor agrees to pay all reasonable attorneys' fees of the holder of this Guaranty. This guaranty shall be continuous and irrevocable.

### ADDITIONAL TERMS AND CONDITIONS

#### COMPANY AND GUARANTOR ALSO AGREE TO THESE ADDITIONAL TERMS AND CONDITIONS:

**SECURITY: (a) Additionally, YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENDED UNDER THIS AGREEMENT. YOU ALSO AGREE THAT WE HAVE SIMILAR STATUTORY LIEN RIGHTS UNDER STATE AND/OR FEDERAL LAW. THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF CREDIT UNDER THIS AGREEMENT. IF YOU ARE IN DEFAULT, WE CAN APPLY YOUR SHARES TO THE AMOUNT YOU OWE WITHOUT NOTICE OR DEMAND TO YOU AS ALLOWED BY LAW.** Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given are not subject to this security interest.

**(b) If you have other loans with us, collateral securing such loans may also secure your obligations under this Agreement.** A dwelling or your household goods (as defined by the Federal Trade Commission) will not be considered security for this account.

1. **Using Your Card.** Using your Card constitutes your acceptance of the terms and conditions of this Agreement, as may be amended from time to time. You can purchase or lease goods and services ("Purchases") from any merchant who honors your Card up to your maximum credit limit for your Card. You may also use the Card to obtain cash advances up to your maximum credit limit from financial institutions and ATMs that accept the Card. The maximum number of cash withdrawals per day is 15. You may also access your account by telephone or access checks (if provided to you). Certain purchases and cash advances require authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our system is not working, we may not be able to authorize a transaction, even though you have sufficient credit available. Also, for security reasons, we may block the use of your Card in certain countries or geographic areas. We will have no liability to you or others if any of these events occur.

2. **Credit Limits.** We will notify you of your credit limit. You agree to keep your unpaid balance within your credit limit; however, if you do exceed your credit limit, you agree to immediately pay any amount over the credit limit upon our demand, regardless of whether we authorized the advance(s) which caused you to exceed your credit limit.

3. **Personal Identification Number (PIN).** We may issue a Personal Identification Number (PIN) for use with your Card. This PIN is confidential and should not be disclosed to anyone. You may use your PIN and your Card to access your account, and all sums advanced will be added to your account balance. In the event a use of your PIN constitutes an Electronic Funds Transfer, the terms and conditions of your Electronic Funds Transfer Agreement may affect your rights. You agree to notify the Credit Union immediately of the loss or theft of your PIN.

4. **Promise To Pay.** Regardless of the means used to access your account, you promise to pay us in U.S. dollars for (a) all purchases, cash advances, and balance transfers made by you or anyone whom you authorize to use the Card; (b) all Interest Charges and other charges or fees; (c) collection costs and attorney's fees as permitted by applicable law, and any costs incurred in the recovery of the Card; and (d) credit in excess of your credit limit that we may extend to you.

5. **Illegal Use and Internet Gambling.** You agree that all transactions that you initiate by use of your Card are legal in the jurisdiction where you live and/or where the transaction occurred. You may not use your card to initiate any type of electronic gambling through the Internet. Your Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. You agree to repay according to the terms of this Agreement all transactions you initiate by use of your Credit Card, whether deemed legal or illegal.

6. **Joint Accounts.** Each of you (including, without limitation, the business, authorized person(s), and Guarantor(s)) will be responsible, jointly and severally, for the repayment of amounts owed, regardless of who initiated any transaction under the account. This means that we can require any of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the business and each authorized person to make purchases and cash advances individually.

7. **Ownership of Card.** Your Card remains our property and may be cancelled by us at any time without notice. You agree to surrender your Card and to discontinue use of the account immediately upon our request.

8. **Others Using Your Account.** If you allow anyone else to use your account, you will be liable for all credit extended to such persons. You promise to pay for all purchases and advances made by anyone you authorize to use your account, whether or not you notify us that he or she will be using it. If someone else is authorized to use your account and you want to end that person's privilege, you must notify us in writing, and if he or she has a Card, you must return that Card with your written notice for it to be effective.

9. **Interest Charges.** Interest Charges will accrue on your average daily balance outstanding during the month (new and previous). To get the average daily balance, we take the beginning balance each day, add any new purchases, cash advances, insurance premiums or debt protection fees or similar fees, and debit adjustments and subtract any unpaid late charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide that by the number of days in the billing cycle. We then multiply that by the monthly periodic rate corresponding to the Annual Percentage Rate that was previously disclosed to you.

You can avoid Interest Charges on purchases by paying the full amount of the entire balance for purchases each month by the date on which the payment is due. Otherwise, the new balance for purchases, and subsequent advances from the date they are posted to the account, will be subject to an Interest Charge. You cannot avoid Interest Charges on cash advances; even if you pay the entire cash advance balance by the payment due date, you will incur the Interest Charges accrued from the transaction date of the cash advance.

10. **Fees.** You agree to pay any and all fees that you incur in connection with your Card, in accordance with applicable law, in the amounts set forth on page 1, which fees and/or amounts may be amended from time to time.

11. **Minimum Monthly Payments.** Your minimum monthly payment will be 2% of your total New Balance shown on your billing statement at the end of each billing cycle, plus the amount of any prior payments due that remain unpaid, or \$20 whichever is greater. Such payment is due by the date specified on the statement or no later than twenty-five (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 twenty-five (25) days from the statement closing date. In addition, any time that your total New Balance exceeds your credit limit,

you must immediately pay the excess upon our demand. You have the right to pay your account in full at any time without penalty. Partial payments or prepayments will not delay your next scheduled payment you will still need to make the minimum scheduled payment by the next scheduled due date to keep your account current. Payments will be applied in any order we determine, subject to applicable law. You understand that any payment that delays the repayment of your unpaid balance will increase your Interest Charge and any payment that accelerates the reduction of your unpaid balance will decrease your Interest Charges. All payments are to be made by check, money order, or electronic payment drawn in US dollars and payable through a US financial institution. All payments are to be made at the location specified on your monthly billing statement. Payments received at locations other than the address specified or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting. We may accept late payments, partial payments, or checks and money orders marked "payment in full" and by doing so, we will not lose any rights under this Agreement if such irregular payments are accepted.

**12. If Your Card is Lost or Stolen or if an Unauthorized Use Occurs.** You agree to notify us immediately if your Card is ever lost or stolen or if an unauthorized use may have occurred. "Unauthorized use" means the use of the Card by someone other than you who does not have actual, implied or apparent authority for such use, and from which you receive no benefit. Call or write to us at (800) 284-1144 or Florida Credit Union, P.O. Box 5549, Gainesville, FL 32627. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your Card and comply with such procedures as we may require in connection with our investigation. You will be liable for any unauthorized use only if we can prove that you were negligent in your use or handling of your Card, or if we can prove that you used your Card fraudulently. In any case, your liability will not exceed \$50.

Notwithstanding the above, if 10 or more Cards are issued for use by employees of a single business, there is no limit to the liability of the business for unauthorized use that occurs before you notify us of the loss, theft, or possible unauthorized use as provided in this Agreement. The business may only impose liability on its employees for unauthorized use of a Card as authorized by federal law and regulation.

We will not be liable to you or any third party for any consequential or incidental damages resulting from the unauthorized use of the Card and/or PIN.

**13. Crediting of Payments.** If your payment is received by us on a business day at the address designated on the periodic statement and by 8:00 PM EST, it will be credited to your account as of that date. If your payment is received by us after 8:00 PM EST or on a day that is not a business day, it will be credited as of the next business day. If payment is made at any location other than the address designated on the periodic statement, credit for such payment may be delayed up to five (5) days. Payments will be applied in any order we determine, subject to applicable law.

**14. Default; Acceleration; Credit Suspension; Collection Costs.** You will be in default if: (a) you fail to make any payment on time; (b) if you fail to keep any promises you have made under this Agreement or under other Agreements you have with us; (c) if you die; (d) if you file a petition in bankruptcy or have a bankruptcy petition filed against you, or if you become involved in any insolvency, receivership or custodial proceeding; (e) if anyone attempts to take any of your funds held by us via legal process or if you have a judgment or tax lien filed against you; (f) if you make any false, inaccurate, or misleading statements in any credit application or credit update; or (g) if we, in good faith, believe that your ability to repay what you owe is or soon will be impaired, or that you are unwilling to make your payments.

If you are in default, we have the right to demand immediate payment of your full account balance without giving you notice. If immediate payment is demanded, you agree to continue paying Interest Charges until what you owe has been paid, and any shares that were given as security for your account may be applied toward what you owe. You hereby agree that your salary or earnings may be subject to attachment or garnishment to the extent allowed under applicable law. You further waive, to the extent allowed under applicable law, any exemption you might have from attachment or garnishment of your salary or earnings. You agree to pay all reasonable costs of collection, including court costs and attorney's fees, and any cost incurred in the recovery of the Card. Even if your unpaid balance is less than your credit limit, you will have no credit available during any time that any aspect of your account is in default.

**15. Additional Benefits/Card Enhancements.** We may, from time to time, offer additional services to your Account at no additional cost to you. You understand that we are not obligated to offer such services and may withdraw or change them at any time.

**16. Convenience Checks.** We may, at our discretion, issue checks to you which may be used for any purpose other than making a payment for credit to your account. By signing such check, you authorize us to pay the item for the amount indicated and post such amount as a cash advance to your account. We do not have to pay any item which would cause the outstanding balance in your account to exceed your credit limit.

**17. Transaction Slips.** Your monthly statement will identify what merchant, electronic terminal or financial institution at which transactions were made. Sales, cash advance, credit or other slips cannot be returned with the statement.

**18. Credit Information.** We may, from time to time, request personal information from you or obtain credit reports from the credit reporting agencies for the purpose of updating your credit status. Your failure to provide such information when requested by us may result in suspension of credit privileges under this Agreement, including your ability to obtain any future advances by any means. You authorize us to investigate your credit standing when opening or reviewing your account. You authorize us to disclose information regarding your account to credit bureau and creditors who inquire about your credit standing. If your Account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s). You are hereby notified that a negative credit report reflecting on your credit record may be submitted by us to a credit reporting agency if you fail to fulfill the terms of this Agreement.

**19. Foreign Transactions; Currency Conversion.** A foreign transaction is any transaction that is originated in a foreign currency. The Foreign Transaction Fee is set forth on the Disclosure accompanying this Agreement. Purchases and cash advances made in foreign currencies and/or initiated in foreign countries will be billed to you in U.S. dollars. Transactions processed outside of the United States (which may include internet transactions) are considered foreign transactions and will be charged the foreign transaction fee stated on page 1, even if you are located in the United States at the time of the transaction, regardless of whether there is a currency conversion associated with the transaction. The conversion rate to dollars will be the government-mandated rate in effect for the applicable central processing date, in each of the above instances, plus or minus any adjustment determined by Credit Union.

**20. Termination; Change-in-Terms.** We may, by written notice, terminate this Agreement at any time, subject to applicable law. You may terminate this Agreement by written notice. Termination by either party shall not affect your obligation to repay any payments made for your account resulting from use of the Card as well as Interest Charges and fees incurred. You are responsible for all transactions made using your Card after termination, unless the transactions were unauthorized. We have the right to require you to pay your full account balance at any time after your account is terminated, whether it is terminated by you or us. We may change the terms of this Agreement, including the method of calculating the periodic rate, at any time, subject to applicable law. Notice of any change will be given in accordance with applicable law. To the extent permitted by applicable law, such rate changes shall apply to your unpaid balance as well as future advances. Use of the Card constitutes agreement and acceptance of any change in terms, unless applicable law requires otherwise.

You shall have sole responsibility for notifying us in writing regarding cancellation of charging privileges of authorized user(s). You shall return to us the Card upon cancellation. You shall be responsible for any and all charges made prior to the return of the Card to us.

**21. Enforcement.** We do not lose our rights under this or any related agreement if we delay enforcing them. To be effective, any waiver of any term or condition stated in this Agreement must be in writing and signed by an authorized officer of the Credit Union and shall not be considered as a waiver of any future or

other obligation or right. We can accept late payments, partial payments or any other payments, even if marked, "paid in full" without losing any of our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

22. **Returns and Adjustments.** Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending Credit Union a credit slip which will be posted to your Account. If your credits and payments exceed what you owe Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six (6) months.

23. **Refusal to Honor Card.** We are not liable for the refusal or inability of merchants, financial institutions (including us) and others to accept the Card, or electronic terminals to honor the Card or complete a Card withdrawal, or for their retention of the Card.

24. **Plan Merchant Disputes.** We are not responsible for the refusal of any plan merchant or financial institution to honor your Card. Also, we are not responsible for goods or services that you purchase with the Card unless: (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; and only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant. You must resolve all other disputes directly with the plan merchant. We do not warrant any merchandise or services purchased by you with the Card.

25. **Statements and Notices.** Statements and notices will be mailed to you at the most recent postal address or e-mail address (if you have elected to receive such documents via electronic means) that you have given us. Statements will be sent each month in which there is a debit or credit balance or when an Interest Charge is imposed. If you have elected to receive a statement via e-mail, you will not be sent a paper statement. We need not send you a statement if we feel your account is uncollectible or if we have started collection proceedings against your account because you defaulted. You agree to examine periodic statements and to report any errors or problems to us within a reasonable time, not to exceed a total of 60 days from when the statement containing the error or problem was first mailed or made available to you. Each statement is deemed to be a correct statement of account unless you establish a billing error pursuant to the Fair Credit Billing Act, as stated below. Notice sent to any one of you will be considered notice to all. Any notice from you, including, but not limited to, notice of termination, will be ineffective until Credit Union receives and has a reasonable opportunity to act upon the notice.

26. **Integrated Documents.** Any separate document containing rates, fees, or other terms and conditions which is delivered with this Agreement or provided at a later time is an integrated part of this Agreement.

27. **Notification of Address Change.** You will notify us promptly if you change your address for any reason. In order to prevent identity theft, your identity may need to be verified before we act upon the notification.

28. **Copy Received.** You acknowledge that you have received a copy of this Agreement.

29. **Governing Law.** This Agreement shall be construed under federal law and state law in the state in which we are primarily located, and the venue shall be located in the county and state in which we are primarily located. Operating regulations of Visa or MasterCard, as applicable, may also apply. This Agreement is the contract that applies to all transactions even though the sales, cash advance, convenience check, credit or other slips you sign or receive may contain different terms. If legal action is necessary to enforce this Agreement or collect any amounts owing to Credit Union or fees or charges assessed under this Agreement, the prevailing party has the right, subject to applicable law, to payment by the other party of all reasonable attorney's fees and costs, including fees on any appeal and any post-judgment actions.

30. **Binding Nature and Assignment.** Credit Union can assign or transfer your account or any portion without notice to you or your consent. You may not assign your account or any portion thereof without Credit Union's written consent, which may be withheld in Credit Union's sole discretion. This Agreement shall be binding on each of you and your heirs, legal representatives, successors and permitted assigns.

31. **Effect of Agreement.** 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.

32. **VISA Rules.** You agree to abide by all applicable rules and regulations of the VISA USA, Inc. as well as all applicable laws. If there is any conflict between the provisions of this Agreement and the rules and regulations of VISA USA, Inc., the rules and regulations of VISA USA, Inc. shall control.

33. **Military Lending Act Disclosures.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. The rate must include, as applicable to the credit transaction or account: The cost associated with credit insurance premium; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Please call us at (800) 284-1144 to receive oral disclosures of the Military Lending Act disclosure above and a description of the payment obligation.

**YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE**

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.**

**What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, contact us at the number or address(es) listed below:

By Telephone: 800-284-1144

By US Mail: Florida Credit Union, P.O. Box 5549, Gainesville, FL 32627

By e-mail: askfcu@fbcu.org

In your letter, give us the following information:

1. **Account Information:** Your name and account number.
2. **Dollar Amount:** The dollar amount of the suspected error.
3. **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days.

**What Will Happen After We Receive Your Letter**

**When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us at:

By Telephone: 800-284-1144

By US Mail: Florida Credit Union, P.O. Box 5549, Gainesville, FL 32627

By e-mail: askfcu@fbcu.org

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

## MANDATORY ARBITRATION OF DISPUTES AND CLAIMS

This Arbitration Provision will survive the termination of your Business Membership Agreement and this Credit Agreement. See further details below.

### JURY and CLASS ACTION WAIVER

**AS PERMITTED BY LAW, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH GIVE UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.**

**NO CLASS ACTION OR JOINDER OF PARTIES: YOU AND WE AGREE THAT NO CLASS ACTION, PRIVATE ATTORNEY GENERAL, OR OTHER REPRESENTATIVE CLAIMS MAY BE PURSUED IN ARBITRATION, NOR MAY SUCH ACTION BE PURSUED IN COURT IF EITHER YOU OR WE ELECT ARBITRATION. UNLESS MUTUALLY AGREED TO BY YOU AND US, CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED, CONSOLIDATED, OR OTHERWISE BROUGHT TOGETHER IN THE SAME ARBITRATION (UNLESS THOSE PERSONS ARE JOINT ACCOUNT OWNERS, BORROWERS OR BENEFICIARIES ON YOUR ACCOUNT AND/OR RELATED ACCOUNTS, OR PARTIES TO A SINGLE TRANSACTION, LOAN OR RELATED TRANSACTION). IF THIS SPECIFIC PARAGRAPH IS DETERMINED TO BE UNENFORCEABLE, THEN THIS ENTIRE PROVISION SHALL BE NULL AND VOID, BUT ALL OTHER PROVISIONS HEREIN SHALL REMAIN FULLY BINDING.**

Arbitration is a method of deciding disputes outside the court system. The parties agree and understand that they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This provision governs when and how any disputes you and we may have will be decided. Unless specifically prohibited by applicable law all disputes, claims, damages, choses in action, claims for injunctive relief or controversies arising from or relating in any way to the agreements, relationships, accounts, loans, or security agreements between you and us; the relationships which result or arise as a result of this Agreement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in or ancillary to any bankruptcy or other insolvency proceeding; or the validity of this clause (together referred to collectively as Agreement), shall be resolved by binding arbitration by a single arbitrator chosen with the mutual consent of the parties. The arbitrator must be an attorney with more than ten (10) years experience or a retired judge. If for any reason the parties do not consent to an arbitrator within thirty (30) days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association ("AAA"). This arbitration Agreement is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act ("FAA") at 9 USC § 1, et seq., as amended from time to time. It is understood and agreed that your Credit Plan Agreement(s), this Credit Agreement, your Accounts, all transactions on your Accounts, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the Arbitration Act for the State set forth in this Membership Agreement, as amended from time to time, in which case all references to the FAA herein shall be to said State Act. **If the State has no Arbitration Act, then the parties will be governed by the Rules of the American Arbitration Act in any matter not involving interstate commerce.** The parties agree and understand that the arbitrator shall have all power provided by the law and this Agreement to make and enter findings of fact and determination of judgment based on the parties' Agreements and applicable law, including but not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of the Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the American Arbitration Association, and the Arbitrator will not apply federal or state rules. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or applicable State Law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than \$100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All provisions of this Arbitration Agreement will apply to the panel. Judgment upon the award rendered may be entered in any court having jurisdiction.

**WITH THE EXCEPTION EXPLAINED HEREIN, THE PARTIES AGREE AND UNDERSTAND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORD WITH THIS AGREEMENT.** Notwithstanding anything hereunto the contrary, the Credit Union retains an option to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the Agreements between the parties, to enforce all monetary obligations by you to the Credit Union so long as there is no dispute that is subject to mandatory arbitration, or to foreclose on any collateral securing your obligations to us by way of replevin, claim and delivery, or otherwise, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies. The initiation and maintenance of an action for judicial relief in a court [on the foregoing terms] shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in any action brought by the Credit Union pursuant to this provision. Further, disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, nonrepresentative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Mandatory Arbitration of Disputes and Claims provision.

Any arbitration proceeding will take place in the federal judicial circuit where the Credit Union maintains a branch that is the closest Credit Union branch to your primary place of business. The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs (including attorneys' fees) and expenses from another party if the arbitrator, applying applicable law, so determines. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern.

**YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL.** Any claim or dispute relating to or arising out of your accounts or our relationship will be subject to arbitration, regardless of whether that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to your accounts. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this Mandatory Arbitration of Disputes and Claims provision, the other party may elect to proceed in arbitration pursuant to this Mandatory Arbitration of Disputes and Claims provision

The provisions of this Arbitration provision shall not be applicable or enforceable against you in connection with any consumer credit transaction if (i) at the time of the attempted enforcement of this provision, you are a "covered borrower" within the meaning of the Military Lending Act, 10 U.S.C. 987, or (ii) you are a "covered borrower," as so defined, at the time of your agreement to this Credit Agreement.