

# GENISYS CREDIT UNION

## Genisys Business Credit Rewards MasterCard Cardholder Agreement and Disclosure

THIS INFORMATION IS ACCURATE AS OF AND MAY CHANGE.

To find out what may have changed call us at 248-322-9800 x5, 800-521-8440 x5, or write to us at P.O. Box 436034, Pontiac, MI 48343-6034.

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>10.75% - 17.01%</b> based on your creditworthiness. This APR will vary with the market based on the Prime rate.
<b>APR for Balance Transfers</b>	<b>10.75% - 17.01%</b> based on your creditworthiness. This APR will vary with the market based on the Prime rate.
<b>APR for Cash Advances</b>	<b>10.75% - 17.01%</b> based on your creditworthiness. This APR will vary with the market based on the Prime rate.
<b>Penalty APR and When It Applies</b>	<b>None</b>
<b>Paying Interest</b>	Your due date is at least 28 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>Minimum Interest Charge</b>	<b>None</b>

<b>Fees</b>	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"><li>• Balance Transfer</li><li>• Cash Advance</li><li>• Foreign Transactions</li></ul>	<b>None</b> <b>None</b> Up to <b>1.1%</b> of each transaction in U.S. dollars
<b>Penalty Fees</b> <ul style="list-style-type: none"><li>• Late Payment</li><li>• Returned Payment</li></ul>	Up to <b>\$25.00</b> Up to <b>\$26.00</b>

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

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the attached account agreement.

### Rate Information, including periodic rates, corresponding APRs and margins

#### Purchases

The following periodic rate and corresponding APR applies to all purchases made under this account.

Periodic Rate: .90%-1.42%

Corresponding APR: 10.75%-17.01%

Your purchase APR is equal to the Prime rate plus a margin of 6.00% - 13.00%

#### Cash advances

The following periodic rate and corresponding APR applies to all cash advances made under this account.

Periodic Rate: .90%-1.42%

Corresponding APR: 10.75%-17.01%

Your cash advance APR is equal to the Prime rate plus a margin of 6.00% - 13.00%

#### Balance transfers

The following periodic rate and corresponding APR applies to all balance transfers made under this account.

Periodic Rate: .90%-1.42%

Corresponding APR: 10.75%-17.01%

Your balance transfer APR is equal to the Prime rate plus a margin of 6.00% - 13.00%

## CARDHOLDER AGREEMENT

THIS IS YOUR AGREEMENT WITH GENISYS CREDIT UNION REGARDING RIGHTS AND RESPONSIBILITIES ASSOCIATED WITH YOU OBTAINING ONE OR MORE BUSINESS CREDIT MASTERCARD CREDIT CARDS. PLEASE READ THIS DISCLOSURE CAREFULLY TO BE FAMILIAR WITH YOUR RIGHTS AND RESPONSIBILITIES. IT IS IMPORTANT TO RETAIN THIS NOTICE FOR FUTURE REFERENCE AND TO NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

1. WORDS OFTEN USED IN THIS AGREEMENT. The word "Agreement" means this GENISYS CREDIT UNION BUSINESS CREDIT REWARDS MASTERCARD CARDHOLDER AGREEMENT. In this Agreement, the words "you" and "your" mean or refer to the business entity which has applied for the Card, or Cards and/or any Guarantors as applicable. "Card" means the Business Credit Rewards MASTERCARD Credit Card or Cards, and any duplicates and renewals thereof, or substitutions thereof, we may issue to you. "Account" means your Business Credit Rewards MASTERCARD Credit Card line of credit loan account with us. "We," "us" and "ours" means or refers to GENISYS CREDIT UNION.
2. THIS IS YOUR CONTRACT WITH US. When your application is accepted by us, it becomes a binding contract. When you sign the application, you acknowledge receipt of a copy of this Agreement and promise to abide by the terms of this Agreement including all applicable laws.
3. SIGN THE CARD AND KEEP THIS AGREEMENT. Each Authorized User must sign his/her Card before using it. By use of the Card by any and all authorized users, you are agreeing to comply with the terms of this Agreement. However, your liability under this Agreement does not depend on whether an authorized user signs his or her Card. You should read this Agreement and keep a copy for future reference.
4. USING THE CARD. We will send you a Card or Cards embossed as you have directed. As soon as received, each Card must be signed (in the space provided on the back) by the person whose name is embossed or printed thereon. That signature must be in the same form as shown on the front of the Card. To make a Purchase or Cash Advance, present the Card to a participating MASTERCARD plan merchant or financial institution, or to us, and sign the sales draft or cash advance draft which will be imprinted or otherwise created with your Card. Please note that we are not responsible if a particular MASTERCARD plan merchant or financial institution refuse to honor your Card. You will receive a copy of any draft you sign when using the Card which you should retain to verify your monthly statement. We will upon request furnish you with evidence of a transaction at a charge per copy as disclosed further below; however, no charge will be made in cases involving error resolution. You may use your Card to make purchases and cash advances only for business purposes, including commercial, industrial and professional purposes, and NOT for personal, family or household purposes. In addition, authorized users may obtain cash advances from the Credit Union or from a MASTERCARD financial institution or ATMs in the MASTERCARD network. Whenever an authorized user requests an advance, we may require that individual to prove his/her identity. When the amount advanced appears on a subsequent statement, that fact will be conclusive evidence of the request. To obtain an advance at an ATM the authorized user must use a Personal Identification Number (PIN) that was issued for use with the Card.
5. AUTHORIZATION. We do not guarantee authorization of a transaction, either by us or a third party, even if you have sufficient credit available. We reserve the right to deny certain transactions for any reason and at our sole discretion, including for default, suspected fraudulent or unlawful activity, internet gambling or any indication of increased risk related to the transaction or the Account. You agree that we will not be liable for failing to give an authorization. We also reserve the right to limit the number of transactions that may be approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges until we can verify the activity or we may close the Account.
6. ILLEGAL TRANSACTIONS. You agree that authorized users will only use your Account for transactions that are legal. Display of a payment card logo by an on-line merchant does not mean that the transaction with that merchant is legal in your state of legal organization or residence. You agree that your Cards will not be used for any illegal transactions. We will not be liable if you or your authorized users engage in any illegal transactions.
7. BALANCE TRANSFERS. Balance transfers may include the transfer of outstanding balances by you to your Account from credit accounts issued by persons other than us. If you transfer a balance to your Account, the available credit on your Account will reduce by the amount you transfer. Total balances may not exceed your available credit limit.
8. CASH ADVANCE BY MACHINE. If ATMs or other electronic devices are available while this Agreement remains in effect which make it possible for you to obtain a Cash Advance by use of your Card in such a machine, we will furnish you with a secret PIN. Your use of the PIN, together with your Card, in getting a Cash Advance from such machine is agreed to constitute your signature for purposes of such Cash Advance.
9. PERSONAL IDENTIFICATION NUMBER (PIN). We will furnish you with a PIN. You agree to keep the PIN secret. You also agree you won't write the PIN on the Card or anything you keep with the Card. You also agree the authorized users will not write the PIN on the Card or anything they keep with the Card. Your use of the PIN and Card in getting a Cash Advance or making a Purchase is agreed to constitute your signature for purposes of such transactions. If you authorize us to issue a Card to anyone else for use through any electronic access device, you are authorizing that individual to withdraw funds from any account that can be accessed by that Card, regardless of whether that individual is authorized to withdraw money from the account by any other means.
10. PROMISE TO PAY. If we approve your application and issue you a Card, you promise to repay to us all amounts charged to your Account and the finance charge thereon arising from any authorized use of the Card. You agree not to allow unauthorized users to use any Card. If the application (and thus this Agreement) is signed by any Guarantors, each of you, separately and jointly with each other, is liable for all amounts charged to the Account and finance charge thereon. Your obligation to pay all such debts and finance charge thereon continues even though an agreement, decree or other court judgement to which we are not a party may direct that only one of you, or some person other than you (or all of you), must pay such debts and finance charge.
11. CREDIT LINE. If we approve your application, we will establish a self-replenishing line of credit for you and will notify you of the amount thereof ("credit limit"). You agree not to let your Account Balance exceed such amount, and you agree to pay us the total amount over the credit limit upon our demand whether or not we authorized the advance(s) which caused you to exceed your credit line. Unless you are in default, each payment you make on the Account will replenish your credit limit by the part of that payment which is applied to principal. You may request an increase in the credit limit by a written application, which must be approved by us. We may increase or decrease the limit from time to time or may, with good cause, revoke your Card and terminate this Agreement; in either event, we will give you written notice of such action. "Good Cause" includes your failure to satisfy the terms of this Agreement or our adverse reevaluation of your Credit worthiness; in either event, we will give you written notice of such action. In the event your Account is cancelled or revoked due to default, the balance at the time of default may be transferred in house with the Credit Union. However, you may terminate this Agreement, at any time and for

any reason, by giving us written notice. Nevertheless, termination by you or by us does not affect your obligation to pay all debts and finance charge thereon arising from authorized use of your Card. The Cards remain our property and you must recover and surrender to us all Cards upon our request or upon termination of this Agreement.

12. **MULTIPLE GUARANTORS.** If more than one person signs the application as Guarantor, each such person promises to pay all amounts owed to us under this Agreement. Each of you agrees that all authorized users can make purchases, cash advances, or balance transfers individually. Each of you is jointly and severally obligated. This means that we may collect money owed to us from each of you or from all of you regardless of any legal proceedings to which we are not a party. In any event, all of you will continue to be jointly and severally obligated until all Cards are returned and all amounts owed are paid in full.
13. **AUTHORIZED USERS.** You may allow Authorized Users on your Account in the following ways; (1) notifying us that you authorize an individual be added to the Account as an Authorized User; (2) by lending your Card or Account Number to someone else; or (3) by any other means in which you would be legally considered to have allowed another to use your Account or be legally prevented from denying that you did so. You should think carefully before you allow someone to become an Authorized User. By doing so, you authorize the person to use your Account, including but not limited to making purchases, cash advances, balance transfers, and allowing others to use your Account. Your Account does not permit you to limit the nature or amount of authority you give to any Authorized User and you agree that you will not attempt to do so. An Authorized User's authority will continue until you both notify us that you are terminating the authority and you physically retrieve the Card. If you cannot retrieve the Card, you will remain liable for any transactions we cannot prevent after you notify us.
14. **PAYMENTS.** We will mail you a statement every month showing your Previous Balances of purchases and cash advances, the current transactions on your Account, the remaining credit available under your Credit Line, the New Balances of purchases and cash advances, the New Balance, the finance charge due to date, and the Minimum Payment required. Every month you promise to pay at least the Minimum Payment by the date specified on the statement, or no later than 28 days from the statement closing date, whichever is later. You may pay more frequently, pay more than the Minimum Payment, or pay the New Balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month the Account has a balance (other than a credit balance). If the New Balance shown on your monthly statement is less than \$25.00, your Minimum Monthly payment (due by the Payment Due date) is your New Balance. Otherwise, the Minimum Monthly payment for each billing cycle will be the total of: (1) \$25.00 or 2% of your new Balance, whichever is greater; (2) any amount in excess of your credit line; and (3) any amount past due. You may pay more than the Minimum Monthly payment and may, at any time, pay the full amount you owe us without penalty for prepayment. We may accept late payments, or partial payments and payments marked "payment in full" without losing any of our rights under this Agreement.
15. **PAYMENT ALLOCATIONS.** Subject to applicable law, any payments over the required minimum payment amounts and any credit to balances on your Account will be credited to balances with the highest applicable APR first. We will then credit payments to lower rate balances in descending order of APRs. The manner in which we apply any payment to your Account balances may affect the amount of any payment applied to introductory or promotional financing balances.
16. **CREDITS.** If your credits and payments exceed what you owe us on the Account we will credit such excess to the Account and, if the amount is \$1.00 or more, we will credit it to your share account after 6 months or upon your written request.
17. **GRACE PERIOD.** Interest charges begin to accrue on transactions from the date it is added to the daily balance and continue to accrue until payment in full is credited to your Account. Your due date is at least 28 days after the close of each billing cycle. We will not charge you any interest on

Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers on the transaction date. Cash Advances and Balance Transfers do NOT have a Grace Period.

18. **VARIABLE RATE INFORMATION.** We calculate any APR based on the U.S. Prime Rate ("Prime Rate") and by adding a margin to the Prime Rate. Your margin is identified in our account opening information. Your APRs are variable and may increase or decrease if the Prime Rate increases or decreases. For each billing period, we use the Prime Rate published in the Wall Street Journal on the last day of the month during that billing period. A change in the APR due to a change in the Prime Rate takes effect as of the first day of the billing period for which we calculate the APR. We apply the new applicable APR to any existing balances, subject to any promotional rates that may apply, and as allowed by law. If the APR increases as a result of the Prime Rate increasing, your interest charges will increase which may also cause your minimum payment to increase. Interest charges are a finance charge added to your Account when we apply the applicable Annual Percentage Rate (APR) to your balances on your Account. We figure the interest charge on your Account by applying the periodic rate to the average daily balance of your Account. We calculate interest separately for each Balance subject to interest rate. These include for example, Purchases at the current rate, Cash Advances at the current rate, and Balance Transfers at the current rate. Your monthly billing statement shows each Balance subject to interest rate. To calculate interest, we first calculate an average daily balance for each Balance subject to interest rate as described herein.  
**Purchases.** To get the average daily balance on Purchases, we take the beginning balance of Purchases of your Account each day, add any new Purchases, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance for Purchases. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance of Purchases.  
**Cash Advances.** To get the average daily balance on Cash Advances, we take the beginning balance of Cash Advances of your Account each day, add any new Cash Advances, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance for Cash Advances. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance of Cash Advances.  
**Balance Transfers.** To get the average daily balance on Balance Transfers, we take the beginning balance of Balance Transfers of your Account each day, add any new Balance Transfers, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance for Balance Transfers. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance of Balance Transfers.
19. **PERIODIC STATEMENTS.** We will mail you a statement every month showing your previous balance, purchases and cash advances, payments made on your Account, periodic rate, annual percentage rate, finance charge and its method of computation, any other charges, grace period, payment due date, procedures for error resolution, Minimum Payment required, and the closing date with corresponding New Balance for the billing cycle. At our option, you may not receive a statement on your Account if there has been no activity or if collection procedures have been initiated against you because you are in default. Each statement is deemed to be a correct statement unless you establish a billing error pursuant to the procedures for doing so as described in this Agreement.
20. **DEFAULT.** You will be in default and we may, to the extent permitted by law, terminate your credit line and declare the entire unpaid balance of this Account immediately due and payable, under any of the following conditions:
  - You fail to make the minimum payment by the statement payment due date;

- You breach any other promises made in or conditions of the Agreement and/or any other agreement with us;
  - Any of your Cards or the Account is used for an illegal transaction;
  - If you or any Guarantor become involved in any insolvency, receivership, guardianship, conservatorship, or any other proceeding which determines you or any such Guarantor are incapable of managing your financial affairs, including filing for Bankruptcy;
  - You have or any Guarantor has made a false or misleading statement in any credit application and/or in any representation to us while you owe money on the Account;
  - A judgement or tax lien is filed against you or any Guarantor, or any attachment or garnishment is issued against any of your or any Guarantor's property or accounts, including anyone starting an active or proposing to seize any of our or any Guarantor's funds on deposit with us;
  - We in good faith determine that your or any Guarantor's creditworthiness (which includes your or any Guarantor's ability to repay us) has become unsatisfactory due to change in employment, increase in other obligations, or because of any other reason, time being of the very essence;
  - Any Guarantor dies; or
  - Government action precludes us from imposing the annual percentage rate set forth in this Agreement or a government authority has notified us that continued advances constitute an unsafe and unsound practice.
21. COLLECTION COSTS. You also agree that, in case of default, you will pay all usual and customary costs of collection permitted by law, including, but not limited to, attorney fees and expenses incurred by us in the enforcement of this Agreement.
22. DELAY OR FAILURE TO ENFORCE. We do not lose our rights under this or any related agreement if we delay or fail to enforce them. We can accept late payments, partial payments or any other payments without losing any of our rights under this Agreement.
23. NOTIFICATION OF ADDRESS CHANGE. You agree to notify us promptly if you or any Guarantor change your name, address or telephone number.
24. ADDRESS FOR NOTICES TO US. All notices under this Agreement must be in writing and mailed to GENISYS CREDIT UNION, 2100 Executive Hills Blvd., Auburn Hills, MI 48326.
25. CHANGE IN TERMS. From time to time, we may amend this Agreement by mailing a written notice of the amendment to you at the last address shown for you in our records. In the event the terms we are changing require advance notice by law, we will comply with the requirements of that law.
26. CREDIT REPORTING AGENCIES. You and each Guarantor authorize us to investigate your credit standing when opening, renewing or reviewing your Account, and you authorize us to disclose information regarding our experience with you under this Agreement to credit bureaus, including consumer reporting agencies, and other creditors. If a Guarantor requests it, we will provide the name and address of each consumer reporting agency used for this purpose. If a Guarantor believes we have reported inaccurate information about the Guarantor to a consumer reporting agency, please notify us at the address listed above in Section 24. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that contains the alleged inaccurate information, please send us a copy of that report as well. **All Guarantors are hereby notified that negative information will be provided to appropriate consumer reporting agencies if you fail to perform your obligations under this Agreement.**
27. TRANSACTION SLIPS. Your periodic statement will identify the merchant, electronic terminal location, or financial institution at which transactions were made, but sales, cash advances, credit or other slips cannot be returned with each statement. You must retain the copy of such slips furnished at the time of each transaction in order to verify the transactions listed on your statement. You agree to pay a reasonable fee for transaction evidence that you request.
28. 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 at (1) the wholesale market rate or (2) the government mandated rate, whichever is applicable, in effect one day prior to the processing date, increased by one percent. When you make a transaction outside of the U.S., a fee up to 1.1% of the converted transaction amount will be applied to your Account as permitted by law.
29. TRANSACTIONS WITH MERCHANTS.
- Return Policies – If a merchant discloses a policy such as but not limited to “no returns,” “no refunds,” “as is,” or “all sales final” you will be bound by that policy when you use your Account to buy goods or services from that merchant.
  - Reservations – When using your Account to make a travel or lodging reservation, obtain the merchant's cancellation policy and follow it if you wish to cancel. If you cancel, obtain the merchant's cancellation number that is required to provide to you. The merchant may charge you for a cancelled transaction unless you can provide us with the merchant's cancellation number.
  - Recurring Transactions – If you authorize a merchant to charge your Account for repeat transactions without your Card, you must notify the merchant, and not us, when you want to discontinue the repeat transactions.
  - Dispute Access – If you disagree with a transaction on your statement or have a dispute with a merchant as a result of a transaction, you agree to provide us with information and assistance we reasonably request. Otherwise, you will pay us for any resulting loss we have, unless we are prohibited by law from holding you liable for our loss.
- The credit union is not responsible for the refusal of any merchant or financial institution to honor the Card.
30. CARD USE AND OWNERSHIP. You understand that your Business Credit Rewards MASTERCARD credit card is issued by us, remains our property, and is subject to rules governing credit card and ATM networks, which financial institutions must follow. The Cards are not transferable. By using your Card at an ATM, you are agreeing to the following additional terms: (1) To abide by the rules and regulations and those of the participating ATM network as may be amended; (2) That we and the ATM network may follow all electronic instructions given through the ATM; (3) That we may restrict the use of or terminate your Card at any time without notice to prevent loss to your Account or to the Credit Union; (4) The Card may not be used for any illegal transaction.
31. DAILY LIMITS. You agree to adhere to any daily limits established by the Credit Union in conformance with any applicable ATM network agreement and which are subject to modification to preserve the integrity of the ATM network and prevent loss to the Credit Union or its members.
32. FEES AND CHARGES. You agree to pay the following fees and charges with respect to your Account:
- Late Charges: If you fail to make any payment in at least the amount of your minimum monthly payment on or before its due date, you may be charged a Late Charge of up to \$25.00.
  - Returned Payment Fee: If a check or similar instrument or other item you give to us as payment on your Account is dishonored or returned for any reason, or if an automatic debit is returned unpaid, we may add a fee of up to \$26.00 to your Account.
  - ATM Fees: Your Account may be charged, and you agree to pay, any ATM fees, including surcharges or other fees imposed by a financial institution or network for transactions at ATMs.
  - International Transaction Fee: Your Account may be charged, and you agree to pay, a 1.1% INTERNATIONAL TRANSACTION FEE on all transactions where the merchant country differs from the country of the card issuer (that is, for any transaction outside of the United States). That converted transaction amount will be shown separately from the International Transaction Fee on your billing statement. This

fee will be assessed on all international purchases, credit vouchers, and cash disbursements.

- **Card Replacement Fee:** \$5.00 (does not apply to Cards sent at renewal).
  - **Returned MASTERCARD Check Fee:** We may add a fee of up to \$26.00 to your Account, in accordance with applicable law, if we decline to honor a MASTERCARD Check. We may decline to honor a MASTERCARD Check if, for example, the amount of the check would cause you to exceed your credit limit, you are in default, you did not comply with our instructions regarding the check, or your Account has been closed.
33. **MASTERCARD CHECKS.** We are not obligated to pay a MASTERCARD Check if, at the time the check is presented, you are in default of this agreement, we have revoked your right to use your MASTERCARD Card, your Account is closed for any reason, or if your Card has expired. Each check must be in the form we have issued you. These checks may be used only by the person(s) whose name(s) is/are printed on the check, and may not be used to pay an amount owed us under this or any other account or agreement that you have with us. You are responsible for all authorized use of your checks to pay any amount which you owe under this Agreement. We are not obligated to certify these checks nor will we return paid checks to you.
34. **LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** We will not be liable for transactions that are not completed if any of the following circumstances apply:
- Through no fault of ours, you do not have sufficient funds available in your credit line;
  - The transaction would cause you to exceed your credit limit;
  - The ATM where you are requesting a cash advance does not have enough cash;
  - The terminal or system was not working properly and you knew of the malfunction at the time you initiated the transactions;
  - Circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions we have taken;
  - Your Card is retrieved or retained by an ATM;
  - Your Card or PIN has been reported lost or stolen and your Account has been blocked or frozen;
  - Your Account is in default;
  - You or anyone authorized by you to conduct a transaction commits fraud or violates any laws or regulations; or
  - You fail to follow the instructions on an ATM screen or other terminal.
35. **LOST OR STOLEN CARDS.** You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify GENISYS CREDIT UNION at the address or telephone number set forth below. You must notify us orally or in writing of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00. Notify us at:

GENISYS CREDIT UNION  
2100 Executive Hills Blvd.  
Auburn Hills, MI 48326  
(800) 521-8440

If your MASTERCARD is lost or stolen on a weekend, holiday or after Credit Union hours, call (888) 241-2510 (domestic) or (909) 941-1398 (international).

36. **LIMITATIONS AND RESPONSIBILITIES.** We will not be responsible for merchandise or services purchased by you with the Card. We are not liable for the refusal or inability of merchants, financial institutions and others to accept your Card(s) or electronic terminals to honor them or complete a transaction, or for their retention of the Card(s).
37. **CONTACT INFORMATION.** You agree to notify us of a change in address or other contact information. If we need to contact you regarding your Account, you authorize us, or our agents and contractors, to contact you at any telephone number you provide, from which you call us, or at which we believe we can

reach you. We may contact you in any way including calling or text messaging you. We may contact you using a prerecorded message or an automated dialer. We may contact you on a mobile phone or similar device even if you are charged for such.

38. **GOVERNING LAW.** The agreement and your Account and any claim, dispute, or controversy arising from or relating to this Agreement or your Account, whether based on contract, tort, fraud, and other intentional torts, status, common law and/or equity, are governed by and construed in accordance with the laws of the state of Michigan (without regard to its conflicts of laws principles or rules) and applicable federal laws. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. This Agreement is entered into between you and us in the State of Michigan, and we make credit decisions under this Agreement from the State of Michigan. You further consent to the jurisdiction and venue of the State or Federal Courts having jurisdiction over Oakland County, Michigan.

39. **ASSIGNMENT.** We may sell, assign or transfer all or any portion of your Account, or any balance due under your Account, without prior notice to you. You may not sell, assign or transfer your Account or any obligations under this Agreement.

40. **INFORMATION ABOUT YOU AND YOUR ACCOUNT.** We will not disclose any Guarantor's non-public personal information to unaffiliated third parties except as otherwise permitted or authorized by law. Please refer to our Privacy Policy Notice for a full explanation of how we protect your information. You may obtain a copy of our Privacy Policy Notice by calling us at (800) 521-8440.

41. **BENEFITS AND PROGRAMS.** We may from time to time offer additional services to your Accounts or special programs related to you being a Cardholder, at no additional cost to you. You understand and agree that we are not obligated to offer such services or programs and may withdraw or change them at any time.

42. **SEVERABILITY.** If any provision of this Agreement is determined to be void or unenforceable under applicable law, regulation, or rule, all other provisions of this Agreement shall be valid and enforceable.

43. **ENTIRE AGREEMENT / EFFECT OF AGREEMENT.** This Agreement, together with any application you or any Guarantor signed or otherwise submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and us relating to your Account, supersedes any other prior or contemporaneous agreement between you and us relating to your Account, and applies to every transaction relating to the Account even though a sales or cash advance draft you sign or a credit slip may contain different terms. This Agreement may not be amended except in accordance with the provisions of this Agreement. You further acknowledge receipt of a copy of this Agreement.

44. **CREDIT UNION MEMBERSHIP.** You understand and agree that the closing of your Credit Union Business Regular Share Account terminates your status as a Business member of the Credit Union, and upon such closing, you can no longer obtain credit with the Business Credit Rewards MASTERCARD Credit Card.

45. **CLOSING YOUR ACCOUNT.** We may revoke your Card and terminate the Account and this Agreement. You may terminate this Agreement at any time and for any reason by giving us written notice. Nevertheless, termination by you or by us does not affect your obligation to pay all debts and any fees and interest thereon arising from authorized use of your Card. The Cards remain our property and you must recover and surrender to us all Cards upon our request or upon termination of this Agreement.

46. **PERSONAL GUARANTY.** If you signed the application as a Personal Guarantor, you unconditionally guarantee (i) the full and prompt payment when due, whether by acceleration or otherwise, and at all times hereafter, of all credit extended, together with applicable finance charges, fees and collection costs; and (ii) the full and prompt performance of all of the terms, covenants, conditions and agreements relating to this Account. This guaranty can be revoked by a Personal Guarantor

by providing 30 days' written notice to us at GENISYS CREDIT UNION 2100 Executive Hills Blvd., Auburn Hills, MI 48326, or at such other address as we may specify from time to time, but any such revocation will in no way affect any obligations of the Personal Guarantor existing on or prior to the effective date of such revocation.

**47. SECURITY INTEREST.** As a condition of us granting you credit under this Agreement, you and all Guarantors hereby agree to grant us a security interest in all present and future shares and deposits with us except Individual Retirement Accounts and other accounts which provide tax benefits under state or federal laws to secure this MASTERCARD Account. Upon default under this Agreement you and all Guarantors agree that we may apply all of your shares and deposits subject to this security interest to pay amounts due on the Account under this Agreement. You also agree to grant us a security interest in collateral (other than collateral consisting of (i) real estate that is the principal residence of a Guarantor; and (ii) household goods) securing other loans with us to secure credit under this Agreement.

---

The following is important information regarding your right to dispute billing errors.

**Your BILLING Rights –  
Keep This NOTICE For Future Use**

This notice contains important information about your rights and our responsibilities with regard to errors.

*Notify Us in Case of Errors or Questions About Your Bill.*

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at GENISYS CREDIT UNION, 2100 Executive Hills Blvd., Auburn Hills, MI 48326. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

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

*Your Rights and Our Responsibilities After We Receive Your Written Notice*

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to.

We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

*Special Rule for Credit Card Purchases*

If you have a problem with the quality of property or services that you purchased with a credit card, you may have rights under MASTERCARD Operating Rules. Please contact us for further information if this situation arises.