

## Payvus Visa Business Credit Card Agreement

*The following terms and conditions apply to your use of the Payvus Visa Business Credit Card.*

*By activating, signing, and/or using the Card, you are agreeing to these terms and conditions and fees outlined below.*

This card is issued by Cross River Bank.

In this Payvus Visa Business Credit Card Agreement (this “**Agreement**”), the words “**you**”, “**your**”, and “**yours**” refer to the person or entity that has signed or submitted our Credit Card application (“**Credit Card Application**”) and/or this Agreement and whose name is on the Account or to whom a Credit Card on the Account has been issued, other than an Authorized User, and including, if you are an entity, an Authorized Officer. “**Our**”, “**us**” and “**we**” mean Cross River Bank.

This Agreement sets out the terms and conditions under which you may use your Payvus Visa Business Credit Card (“**Credit Card**”) and it applies if we send you any renewal or replacement Credit Card. By signing this Agreement, you agree to the terms and conditions of this Agreement. This Agreement also governs your credit card account associated with the Credit Card (“**Account**”). Your Credit Application is incorporated into and forms part of this Agreement.

An “**Authorized Officer**” means the CEO, President, Vice President, or Treasurer of a corporation or unincorporated association or club, a member of a limited liability company, a partner of a partnership, limited partnership, or limited liability partnership, or the owner of a sole proprietorship who has authority to bind an entity to the terms of this Agreement. The Authorized Officer must be duly authorized by a resolution or other documentation of authority to bind the entity to the terms of this Agreement.

An “**Authorized User**” is a person to whom we have issued a Credit Card on your Account at your request. The terms under which we will issue a Credit Card to an Authorized User are set in the “Authorized Users” section of this Agreement. While your Authorized Users will have the same ability to charge transactions to your Account as you do, you will be responsible for all amounts owing on your Account, including those incurred by Authorized Users. You are also responsible for ensuring that all of your Authorized Users comply with the applicable terms and conditions of this Agreement.

This Agreement is your promise to pay amounts owing on your Account. You should read it carefully as it explains your rights and obligations. The signing, activation or use of a Credit Card or your Account number by you or an Authorized User means that you have received and read this Agreement and agree to and accept all of its terms.

### Using Your Credit Card

You can use your Credit Card and your Account number for any permitted purpose including:

- paying for goods or services (whether in person, by phone, on the Internet or other electronic method) where the Credit Card is accepted; and
- such other purposes we may authorize from time to time.

A Credit Card issued on your Account may only be used and directed by the person (either you or an Authorized User) whose name is on the Credit Card. You may not use your Credit Card for any illegal, improper, or unlawful purpose. We reserve the right to prevent and/or cancel your Credit Card or your Account from being used for certain types of transactions as determined by us, including without limitation transactions connected to Internet gambling. When you or your Authorized User(s) use a Credit Card or your Account number for a transaction, we are lending you the amount of such purchase. You are liable for and must repay all

amounts owing on your Account. The total you owe includes all purchases, Cash Advances, Emergency Cash Disbursements (as defined below), interest and fees and such amounts will be displayed on your monthly statement.

Only you and Authorized Users may obtain Cash Advances, or Emergency Cash Disbursements from a designated financial institution as determined by us.

You agree that all transactions, including all purchases and all transactions made using the Credit Card, will be for your business purposes only. Any violation of this provision does not relieve you of your obligations to repay us for all such amounts along with any interest, fees, or other amounts you may owe under this Agreement.

When you use your Account number without showing your Credit Card, you will have the same responsibilities as if you had shown your Credit Card and signed a receipt or entered your PIN. You will be required to take additional steps (including a separate password and enrolling in customer security programs such as Visa Secure) in order to purchase goods and services on the Internet from certain merchants. It is your responsibility to participate in programs established and supported by Visa or us as required if you want to take advantage of such Internet purchases.

### **Authorized Users**

An Authorized User is a person to whom we will issue a Credit Card on your Account at your request or a person who you permit to use a Credit Card. You can add or remove Authorized Users by contacting us, though we may limit the number of Authorized Users on your Account.

Authorized Users have the same ability to charge transactions to your Account as you do, however, Authorized Users are not responsible to us for any amounts owing for purchases, Emergency Cash Disbursement fees, and interest on the Account. If an Authorized User is responsible to you for any of these amounts you will need to make your own arrangements with the Authorized User for repayment.

You are responsible for ensuring that each Authorized User receives a copy of this Agreement and any replacements or amendments to this Agreement, as well as any notices that affect the use of a Credit Card or your Account. We may provide Authorized Users with access to information about their transactions on your Account, the credit limit of your Account and the amount of credit available to them on your Account.

You may assign individual card limits (up to your current credit limit) to each Authorized User issued a Credit Card. The card limit is the maximum amount that can be charged to an Authorized User each month.

By signing, using, or activating a Credit Card in their name, an Authorized User agrees to be bound by all of the terms and conditions of this Agreement except that an Authorized User will not be responsible to us for the payment of any amounts owing in respect of purchases, fees or interest on the Account. Without limiting the general obligation of an Authorized User to comply with this Agreement, an Authorized User agrees, that:

- will not use the Credit Card issued to the Authorized User if it has expired;
- will comply with all security requirements including those designed to protect PINs or other security codes;
- the Credit Card issued to the Authorized User will not be used for any illegal, improper or unlawful purpose;
- will report to us if the Authorized User suspects that the Authorized User's Credit Card has been lost or stolen;
- agrees to permit the collection, use and disclosure of personal information as set out in the "Protecting Your Privacy" section of this Agreement.

**Personal Identification Number, Security Features**

We will provide you with a PIN for your Credit Card or advise you how to select a PIN. We will also tell you how to change your PIN. Protecting the security of your Credit Card is important. You agree to keep your PIN confidential and separate from your Credit Card at all times. You should select a PIN that cannot be easily guessed.

Only you are permitted to know or use your PIN or any other security codes such as passwords, access codes and account numbers that may be used or required for Internet or other transactions. You must keep such security codes confidential and separate as well.

If you do not receive your PIN in the mail within 10 business days of receiving your card, or if you forget, or need to change your PIN, you may call 877-205-1890, and a new PIN will be generated and mailed to you.

**Unauthorized Use of Credit Card**

If someone uses your Credit Card and your PIN or your Account number with any other security code to make unauthorized purchases or otherwise obtain the benefits of your Credit Card, You will not be responsible for those charges provided that you (i) are able to establish to our reasonable satisfaction that you have taken reasonable steps to protect your Credit Card and against loss or theft and to safeguard your PIN and other security codes in the manner set out in this Agreement or as we may otherwise advise you from time to time, and (ii) cooperate fully with our investigation. You will, however, remain fully responsible for all such charges if you voluntarily disclose your PIN or other security code or otherwise contribute to the unauthorized use of your Credit Card or access to your Account, or fail to tell us in a reasonable time that your Credit Card or have been lost or stolen or that someone else may know your PIN or other security code. You are not responsible for any unauthorized use of your Credit Card or your Account number in transactions in which neither a PIN nor a security code is used as the cardholder verification method. For the purposes of this protection, "unauthorized use" of a Credit Card or Account number means use by a person other than you or an Authorized User who does not have actual, implied, or apparent authority for such use, and from which neither you nor an Authorized User receives any benefit.

**Credit Card Expiration**

Your Credit Card expires at the end of the month displayed on the Credit Card. You must not use the Credit Card or your Account number if your Credit Card has expired. If any amounts are charged to your Account after your Credit Card has expired, you are responsible for and must pay the amount owed.

**Your Credit Limit**

Your initial credit limit appears in the information box accompanying your Credit Card when first delivered to you. This limit maybe subsequently modified with the then current limit appearing on your monthly statement. This is the maximum amount which you and your Authorized Users, taken together, may charge to your Account to cover purchases, Cash Advances, Emergency Cash Disbursements, interest, and fees. As the charges on your Account increase, the amount of credit available for you to use will decrease.

We calculate how much credit you have available by deducting from your credit limit the amount you owe us including the amount of any purchases we have authorized but not yet posted to your Account.

We may from time to time allow the amount you owe us to exceed your credit limit by authorizing transactions in excess of your credit limit. An Overlimit Fee will be charged to your Account when your new balance exceeds your credit limit.

We may, at any time, refuse to authorize transactions in excess of your credit limit and require you to pay any balances which exceed your credit limit.

Your monthly statement shows your current credit limit as well as your available credit. We may reduce your credit limit at any time in our sole discretion. From time to time, we may ask you if you want your credit limit increased. We will not increase your credit limit without your express consent to do so. You may also ask us at any time to review your eligibility for a credit limit increase.

Some merchants require that purchases be pre-authorized. Your available credit will decrease by the amount authorized, whether or not you receive goods or services at that time.

#### **Determination of Interest; Annual Interest Rate**

You have a minimum of twenty-five (25) calendar days interest-free grace period for new purchases, as set out in the "Grace Period" section of this Agreement. Your new purchases for each month are those which appear in the activity description of that month's statement (your current statement). You can avoid interest on those new purchases by paying the new balance in full on or before the current statement's payment due date.

Your new balance is made up of all your purchases, Cash Advances, Emergency Cash Disbursements, interest, and fees incurred up to the date your current statement was prepared.

If you do not pay your new balance in full on or before the current statement's payment due date, you must pay interest on each new purchase appearing on that statement retroactively from the transaction date until the day we process your payment in full for those purchases. Your next monthly statement will include interest accrued on each of those new purchases from its transaction date to the date we prepare that next monthly statement.

We will continue to charge interest on the unpaid portion of those new purchases until the next time you pay the new balance in full on or before its payment due date. Interest related to your purchases could appear on the first statement you receive after we process that payment. This is interest that was not included in the new balance you paid in full because it accrued between the date the monthly statement which showed that new balance was prepared and the date you made your payment.

Fees are treated in the same manner as purchases for the purpose of charging interest. The transaction date for a fee is the date that the fee is posted to your Account.

The amount of interest we charge you on your current statement is calculated as follows:

- We add the amount you owe each day, and divide that total by the number of calendar days in the statement period. This is your average daily balance.
- We multiply the average daily balance by the applicable daily interest rate (obtained by taking the annual interest rate and dividing by the number of days in the year).
- We then multiply this value by the total number of calendar days in the statement period to determine the interest we charge you.

When there is more than one applicable interest rate, we calculate your interest based on the average daily balances for each rate.

Your current statement will show your current annual interest rate, new balance, payment due date, transaction and posting dates, and your interest rates. Your interest rates are set out on each monthly statement and are expressed as an annual percentage rate.

We will give you at least thirty (30) days written notice of any increase of your standard interest rate.

If your card is enabled for this feature, all of the following types of transactions are treated as Cash Advances, and we charge interest from the transaction date:

- when you make bill payments from your Account (note that bill payments made by pre-authorized charges to your Account that you set up with a merchant will usually be treated as purchases, not as Cash Advances, and we will not charge interest from the transaction date); and
- when you make cash-like transactions, which are transactions similar to cash.

If you are uncertain as to whether a particular transaction will be treated as a Cash Advance or as a purchase, please contact us.

### **Grace Period**

Your grace period for new purchases will be at least twenty-five (25) calendar days. The grace period is the number of days between the last day of your monthly statement period and your payment due date. It is also an “interest-free” grace period for purchases and fees, but only if you pay your new balance in full every month on or before the payment due date as set out in the “Determination of Interest” section of this Agreement. If the new balance on your previous monthly statement was paid in full by the payment due date, the grace period for your current monthly statement will continue to be up to your current payment due date.

### **Your Monthly Statement**

Each month, we will provide you with your monthly statement. However, we will not provide a monthly statement if there has been no activity that month and nothing is owing. We will prepare your monthly statement at approximately the same time each month. If the date on which we would ordinarily prepare your monthly statement falls on a date for which we do not process statements (for example, weekends and certain holidays), we will prepare your monthly statement on our next statement processing day. Your payment due date will be adjusted accordingly.

We will provide your monthly statement electronically. It is up to you to review your monthly statement and to check all transactions, interest charges and fees. If you think there is an error on your monthly statement, you must contact us within sixty (60) days of the date of the statement.

If you do not contact us within thirty (30) days of the last day of the relevant statement period, the monthly statement and our records will be considered correct, and you may not later make a claim against us in respect of any charges on the Account.

We use digital scanning and microfilm for our record keeping. Original records of your purchases may not be available in paper form. However, digital, or microfilmed records are valid to establish the accuracy of our records.

### **Making Payments**

It is your responsibility to select a payment method payment due date which results in payments on your Account being received by us and credited to your Account by the payment due date as shown on your monthly statement. If your payment falls on a holiday or on a weekend, we will extend the payment due date to the following business day.

You can make payments on your Account at any time. You can pay by mail, at an ATM that processes payments, through our online services, or through your financial institution.

Even when normal postal service is disrupted, you must continue to make your payments. Payments sent to us by mail or made through another financial institution, ATM or online banking service may take several days to reach us and are not credited to your Account and do not adjust your available credit until we have processed them. To ensure that a payment is credited to your Account on the same business day you make it, you must make the payment prior to six (6) p.m. local time.

Payments made through our online services will automatically adjust your available credit for the amount of the payment but may not show on your Account activity until between one (1) to three (8) business days following processing of your payment.

You can also ask us to process your payment on your Payment Due Date each month as a pre-authorized debit (PAD) from a deposit account in US dollars at a US financial institution that you designate for that purpose. You may choose to pay the minimum payment, or the new balance shown on your monthly statement.

You are not permitted to make a payment exceeding your credit limit unless the amount you owe at the time of payment is more than your specified credit limit.

### **Minimum Payments**

Each month you must pay at least the minimum payment by its due date. Your monthly statement will indicate the minimum payment and its due date.

If your new balance is less than the calculated minimum payment, you must pay the new balance.

Any past due minimum payments from previous months will also be included in your current month's minimum payment.

You must make the minimum payment on or before the payment due date shown on your monthly statement. If you do not make your minimum payment by the payment due date or if you do not comply with other terms of this Agreement, we can deduct amounts owing on your Account from any other account you have with us and use those funds to pay the amount you owe on your Account, without telling you in advance.

If you do not make your minimum payment by the payment due date and you have not paid it by your new statement date two (or more) times in any 12-month period, we will increase your annual interest rates to 3.99%% above your

standard purchase and Emergency Cash Disbursements (as defined below) interest rates. You will continue to pay the higher interest rates until such time as you have paid the minimum payment by your new statement date for 3 consecutive months thereafter.

From time to time, we may waive the requirement that you make a minimum payment. In that case, interest will continue to be charged at the rates set out on your monthly statement. Any waiver will not affect our right to require that you make your minimum payment at another time.

From time to time, we may block your card to the extent you fail to make the minimum payment due, if your card is past due or in the case where you make a payment that is rejected. The Card shall remain blocked unless and until you have paid the minimum payment along with any past due payment amounts.

### **Applying Your Payments**

When you make a payment, we will apply the amount up to your minimum payment, first to any interest and second to any fees. We will apply the remainder of any minimum payment to your new balance, generally starting with amounts bearing the lowest interest rates before amounts bearing higher interest rates.

If you pay more than your minimum payment, we will apply the amount over the minimum payment to the remainder of your new balance. If the different amounts that make up your new balance are subject to different interest rates, we will allocate your excess payment in the same proportion as each amount bears to the remainder of your new balance.

If the same interest rate is applicable to both Cash Advance or Disbursements (as defined below), which never benefits from an interest-free grace period, and a purchase, we will apply your payment against the Cash Advance or Disbursement and the purchase in a similar proportionate manner.

If you have paid more than your new balance, we will apply any payment in excess of the new balance to amounts that have not yet appeared on your monthly statement in the same manner as set out above.

### **Standard Annual Fees**

Annual fees are charged on the first day of the month following your Account opening (whether or not the Credit Card is activated) and annually thereafter on the first day of that same month. There is currently **No Annual Fee** for this card. Annual fees are subject to change. Annual fees are not refundable.

## Other Fees

The following schedule of fees applies to your Account and you agree to pay such fees if they are assessed to your Account:

| INTEREST RATES AND INTEREST CHARGES Apply Only When LOC is Accessed |   |
|---|---|
| <b>Annual Percentage Rate (APR) for Purchases</b>                   | <b>The APR for this card is 22.49%</b><br>The rate is determined monthly by adding 15.49% to the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal on the last calendar day that is, or most recently precedes the first day of the billing cycle. The annual interest rate will never be reduced below 18.99% per year and never be increased above the maximum rate permitted by law. If your rates are increased, the interest portion of your minimum payment will also increase. |
| <b>Cash Advances</b>  | An APR of 22.99% will be applicable to any Cash Advances, whether obtained at a bank, an ATM, or via an Emergency Cash Disbursement.  |
| <b>Emergency Cash Disbursements</b>                                 | The rate for Emergency Cash Disbursements is 22.99%.  |
| <b>Default APR and When It Applies</b>                              | The Default APR of <b>22.99%</b> may be applicable to your Account if you:<br><ul style="list-style-type: none"><li>fail to make any Minimum Payment by the date and time due (late payment); or</li><li>make a payment to us that is returned unpaid.</li></ul> <b>How Long Will the Default APR Apply:</b> If an APR is increased for any of these reasons, the Default APR will remain in effect for your account thereafter until your account has been current for at least three consecutive months                   |
| <b>How to avoid paying interest on purchases</b>                    | We will not charge you interest on purchases if you pay the entire balance by the payment due date each month.  |



| FEES                                  |  |
|---------------------------------------|--|
| <b>Annual Membership Fee</b>          | <b>\$0</b><br>You will not be charged any annual fee.  |
| <b>Transaction Fees</b>               |  |
| Cash Advances                         | \$30.00 transaction fee for each Cash Advance obtained at a bank<br>\$2.00 transaction fee for each Cash Advance obtained at an ATM.     |
| Foreign Transactions                  | 1% of each transaction plus a conversion fee of 3% over the benchmark rate set by Visa that we pay on the date of the conversion to USD. |
| Additional Monthly Statement Copy Fee | \$10.00  |
| Transaction Receipt Copy Fee          | \$10.00  |
| Paper Statement Fee                   | \$10.00  |
| Additional Card Fee                   | \$9.99 per each additional card  |
| Pay by Phone Fee                      | \$9.99 per each Pay by Phone transaction   |
| <b>Penalty Fees</b>                   |  |
| Late Payment                          | \$35.00  |
| Return Payment                        | \$35.00  |
| Over the Limit Fee                    | \$35.00  |

**FEE CHANGES:** Fees may change. If they do, we will tell you in advance. If we use a collection agency or a law firm to collect or attempt to collect amounts owed by you to us, you must pay all of our expenses, including legal fees, to the extent permitted by law.

**CASH ADVANCES:** Each Authorized User can also use his or her credit card to obtain Cash Advances (a) at any bank displaying the VISA sign, (b) at a designated Automated Teller Machine (ATM) that is part of the VISA network (provided a Personal Identification Number (PIN) has been issued to such Authorized User). Cash Advances obtained at a bank must be in the amount of at least \$10.00; Cash Advances obtained at an ATM must be in denominations that the ATM can disburse. We add the amount of each Cash Advance to the part of the account we call Cash Advance.

**LIMITS ON ADVANCES:** We are not required to authorize a purchase or Cash Advance if: (1) the account has reached its credit limit or the requested advance would cause the balance of the account to exceed its credit limit; (2) the account is in default; (3) you have notified us to stop making advances; (4) you or we have closed your account; or (5) the credit card has expired or been invalidated. Any purchase or Cash Advance we make, even if we are not required to, will be governed by the terms and conditions of this Agreement.

**CASH ADVANCES Fee:** When you obtain a Cash Advance at your standard interest rate, an additional fee of \$30.00 will apply for each Cash Advance obtained at a bank, and a \$2.00 transaction fee for each Cash Advance obtained at an ATM.

**Emergency Cash Disbursement Fee:** When you obtain an Emergency Cash Disbursement (as defined below) at your standard interest rate, an additional fee of \$30.00 plus 1% of actual amount of the disbursement will be charged to your Account, unless otherwise stated.

If the Emergency Cash Disbursements or cash-like transaction occurs outside the US, an additional fee of \$30.00 will be charged each time in addition to Foreign Transaction Fees. These additional fees are charged within 21 calendar days from when the transaction is posted.

**Overlimit Fee:** If the new balance shown on your monthly statement is over your credit limit, a \$35.00 fee will be charged to your Account on the date that monthly statement is prepared.

**Returned Payment Fee:** If a payment is not processed because a financial institution returns a payment item or refuses a pre-authorized debit, a \$35.00 fee will be charged to your Account on the date the payment reversal is posted. This fee is in addition to any fee charged for insufficient funds in the bank account.

**Monthly Statement Fee:** If you choose to have paper statements mailed to you, a \$9.99 fee will be charged to your Account each month a paper statement is provided.

**Additional Monthly Statement Copy Fee:** If you order an additional copy of your monthly statement, a \$10.00 fee will be charged to your Account within 10 business days from when the copy was requested.

**Transaction Receipt Copy Fee:** If you request a copy of any transaction receipt, no fee will be charged if it relates to a transaction on your current monthly statement. Otherwise, a \$10.00 fee for each copy will be charged to your Account each time you request a copy. Receipt copies are not always available for purchases made using your Credit Card with your PIN.

**Foreign Currency Transaction Fees:** We will bill you in US currency. If you or your Authorized Users use a Credit Card or your Account number outside the US or charge amounts to your Account in a foreign currency, we will convert the charges into US dollars no later than the date we post the transaction to your Account at our exchange rate which is 3% over a benchmark rate set by Visa that is in effect, and that we pay on the date of the conversion, plus an additional 1% fee will apply to all foreign currency transactions. We will show the exchange rate for each transaction on your monthly statement. If you are paying interest on your Account, interest will also be charged on the full value of your foreign purchases, as determined using our exchange rate.

#### **Credit Vouchers**

If a store or merchant issues a credit voucher or otherwise gives a refund to you, we will reduce your balance owing by the amount of the refund. However, if interest has been charged as a result of the transaction, we will not refund the interest.

If you use your Credit Card or your Account number for a transaction in a foreign currency, and the merchant gives you a credit voucher or refund, the two transactions (the charge and the credit) will not exactly balance because of the exchange rate and currency fluctuations.

### **Emergency Cash Disbursements**

If you need an emergency cash disbursement for your Payvus Card, you can call Customer Service at 1-877-205-1890. (In Canada and the US) or +1-501.916.4962 worldwide (such disbursements may be referred to as “Emergency Cash Disbursements”).

### **Recurring Payments**

You are responsible for any recurring payments you have authorized merchants to charge to your Account, even after you or we cancel this Agreement. If you wish to discontinue any such payments, you must contact the merchant in writing and then check your monthly statements to ensure that the payments have, in fact, been discontinued. If they have not stopped despite your instructions to a merchant, we may be able to assist you if you provide us with a copy of the written request to the merchant.

### **Problems with a Purchase**

If you have problems with anything you buy using your Credit Card or your Account number, you must pay the amount owing on your Account and settle the problem directly with the store or merchant, unless applicable law requires otherwise. In some circumstances, we may be able to provide assistance in resolving disputed transactions. If you wish to discuss a dispute, you may contact us toll-free during regular business hours at 1-877-205-1890.

### **Lost or Stolen Credit Cards**

You must tell us immediately if your Card is lost or stolen, if you suspect that someone else is using your Credit Card or your Account number or if you suspect that your Credit Card is missing. You can contact us by calling our 24-hour toll-free number 1-877-205-1890.

Once you have told us that your Credit Card has been lost, stolen or misused, we will be able to prevent use of the Credit Card and the Account number. We can also block use of your Credit Card and prevent use of your Account number without telling you if we suspect unauthorized or fraudulent use of the Credit Card or the Account number.

### **Zero Liability**

With the Visa Zero Liability policy, you must establish that you are not responsible for the disputed transactions. Some of the factors considered in determining if you are responsible for the disputed transaction are: (a) whether you have used reasonable care to safeguard your Payvus Card and PIN against loss and theft; (b) whether you have reported multiple frauds related to your Payvus Card in the last twelve (12) months; and/or (c) whether you have been grossly negligent or have engaged in fraud.

Verification of a Zero Liability claim for a disputed transaction can take up to one hundred and twenty (120) days, once all paperwork has been received and confirmed by us and may require a police investigation. You agree to cooperate fully with us in any such investigation that may be required.

### **Ownership of the Credit Card**

We own all Credit Cards issued on your Account. We have the right to cancel any Credit Card issued on your Account at any time. You must return all Credit Cards to us if we ask you to do so.

**Assignment**

We may, at any time, sell, transfer, or assign any or all of our rights under this Agreement. If we do so, we can share information concerning your Account with prospective purchasers, transferees, or assignees. In any such case, we will ensure that they are bound to respect your privacy rights in the same way that we are.

**Electronic Communications**

With your consent, we may provide your monthly statement, this Agreement, and any other document relating to your Account, to you electronically, including over the Internet or to an email address you provide us for this purpose. For legal purposes, documents sent electronically to you will be considered to be “in writing” and to have been signed and/ or delivered by us. We may rely upon and treat as duly authorized and binding on you any electronically authenticated document that we receive from you, or which appears to have been sent by you.

In order to communicate with us by electronic means, you will be instructed to comply with certain security protocols established by us from time to time. These security measures are intended to protect both of us, and you must take all reasonable steps to prevent unauthorized access to your monthly statement and any other documents exchanged between us electronically.

**If You Move or Change Your Name**

So that you do not miss any communication from us, we depend on you to tell us immediately if you change your address or name.

**Amendments**

We may amend this Agreement at any time. If we do, we will let you know at least 30 days before the amendments come into effect. If your Credit Card or your Account number is used for a transaction or if any amount owing remains unpaid after this Agreement is amended, it will mean you accept the amendments we have made to this Agreement. The benefits and services we provide to cardholders are subject to terms and conditions. We can amend these terms or conditions at any time. We may do so without giving you prior notice.

**Governing Laws; Submission to Jurisdiction**

This Agreement will be governed by the law of the Commonwealth of New Jersey. If there is a conflict between any of the terms and conditions of this Agreement and applicable law, this Agreement will be considered changed to the extent necessary to comply with the law. The other provisions will not be affected.

**Cancelling This Agreement**

We may decide to cancel this Agreement at any time without telling you in advance. If we do, you must pay all amounts owing on your Account, stop using your Credit Card, and return your Credit Card to us. You may also cancel this Agreement by telling us. We may require that any cancellation be done in writing. Until you pay us the total amount you owe on your Account, this Agreement will remain in effect.

**PayvusProtect \***

If upon our monthly review of your account, we find that it is delinquent, and that no payment has been made, we will encourage you to enroll in Payvus Protect. Enrollment in this program ensures that Aliaswire can debit your bank for the minimum amount due for your account. You will be provided with an electronic authorization agreement via DocuSign.

**Default**

You will be in default if: (a) you fail to make any minimum payment or other required payment by the date it is due; (b) you violate any terms of this Agreement or fail to perform any of your obligations under this Agreement; (c) you exceed your credit limit; (d) your ability to repay is materially reduced by a change in employment, by an increase in obligations, by bankruptcy or insolvency proceedings, or by death or incapacity; (e) you are a business entity and you cease to exist; (f) you are an entity and you change your legal structure so that the Authorized Officer obligating the entity to this Agreement is no longer authorized to bind it to legal agreements; (g) you are an entity and become insolvent or file for bankruptcy; (h) you make any false or misleading statements in any credit application or credit update; (i) any Authorized Officer has an attachment or garnishment proceeding initiated against them or their property; (j) we feel insecure and have a good faith belief that your ability to repay is impaired or you use your Account in a manner that may expose us to a risk of loss; (k) you use or authorize the use of your Credit Card to make or facilitate any illegal transaction; or (l) you make a payment to us that is returned. When you are in default, we have the right to accept a late or partial payment without waiving its right to accelerate the payment terms of the Account and declare the entire unpaid balance due. When you are in default, we have the right to close your Account to future purchases, cash advances, and balance transfers, to cancel or inactivate your Credit Card, and to demand immediate payment of your entire Account balance (after giving you any notice and opportunity to cure the default if required by applicable law). If immediate payment is demanded, you will continue to pay interest at the periodic rate charged before default, until what you owe has been paid and any collateral given as security will be applied toward what you owe or sold pursuant to law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney's fees.]

**Credit Review and Release of Information**

You authorize the us to investigate and evaluate your business credit standing when opening or re- viewing your Account and agree to immediately notify us should there be any adverse change in your business credit or financial condition. You further agree that the information you provide to us on your Application may be re-investigated or re-evaluated at any time. We may request updated credit bureau reports and may or may not ask you to provide annual financial statements, tax returns or other credit-related information.

We may report information about your accounts to business credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your business credit report. We may also access your business credit report for any purpose, including periodic reviews of your creditworthiness, collections, and future credit line increases. Each Authorized Officer authorizes us to obtain information concerning any accounts with other financial institutions and the Authorized Officer's personal credit history, including any consumer account reports or credit reports for each Authorized Officer. We may access any Authorized Officer's personal credit report for any purposes, including periodic reviews of your creditworthiness, collections, and future credit line increases. Authorized Officers understand and consent that we may report information concerning this Account to business account reporting companies, but this Account will not be reported to consumer credit bureaus unless the Business and the Authorized Officer use the same tax ID. Authorized Officers consent to the disclosure of any adverse action information regarding this Account to the other Authorized Officers on your application.

**How to Contact Us**

If you need help or have questions about your Account, please call us toll-free at 877-205-1890 during regular business hours.

## **Privacy**

By accepting or using the Credit Card, you consent to the collection, use, disclosure, and retention of your personal information by us and our service providers for purposes relating to your application for the Credit Card and your use of the Credit Card and as otherwise described below. The collection of such personal information is necessary for the entering into and performance of this Agreement. Therefore, if you do not consent to the collection, use, disclosure, and retention of your personal information, you may not accept or use the Credit Card. As explained below, you may withdraw your consent at any time by cancelling your Credit Card and all related services from us. The restrictions and requirements described herein do not apply to information that is aggregated or otherwise de-personalized and does not identify you.

We protect personal information in our possession or control from loss, theft, alteration and misuse. The safeguards employed by us to protect your personal information depend on the sensitivity, amount, distribution, format and storage of the personal information. Although technologies can make it easier for fraud to occur, we employ monitoring systems and controls to detect and prevent fraudulent activity. We also build fraud prevention measures into our due diligence processes and regularly update our fraud detection/prevention methods. While we take precautions to protect your personal information from loss, theft, alteration, or misuse, no system or security measure is completely secure. Any transmission of your personal data is at your own risk and we expect that you will use appropriate measures to protect your personal information as well.

We and our service providers will collect information about you and Authorized Users (e.g. their name, address, telephone number and date of birth) when you accept a Credit Card and, if a Credit Card is issued to you, we and our service providers will collect information about you and Authorized Users and your use of the Credit Card and related services, including information about your Credit Card transactions (e.g. the date, amount and place of each transaction) (all collectively “**Cardholder Information**”). We and our service providers will collect your Cardholder Information directly from you and from other sources, including third party providers of identity verification, demographic and fraud prevention services.

### **How We Use, Retain, and Disclose Your Personal Information**

We and our service providers will use, disclose and retain your Cardholder Information to process the issuance of your Credit Card (including to verify your identity) and, if a Credit Card is issued to you, to provide you with services relating to your Credit Card (including to administer your Card and to process your Credit Card transactions), to protect against fraud and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce our legal rights and for other purposes required or permitted by applicable law. We will disclose your Cardholder Information to our service providers to assist us to provide services to you and to provide related services to us.

We maintain physical, electronic, and procedural security measures that comply with applicable law to safeguard Cardholder Information.

We and other third-party service providers may use and store your Cardholder Information at facilities in various countries (including Canada and the United States of America) if you use your card to make a transaction in those countries. The personal information protection laws of those countries might be different from the laws of the jurisdiction in which you are located, and might permit courts, government, law enforcement and regulatory agencies and security authorities to access your Cardholder Information without notice. The laws on data protection in other jurisdictions, to which we may transfer your information, may differ from those in your jurisdiction and any personal information transferred to another jurisdiction will be subject to law enforcement and national security authorities in that jurisdiction. Subject to these laws, we will use reasonable measures to maintain protections of your personal information that are equivalent to those that

apply in your jurisdiction. **You hereby give your consent to such cross-border transfers (including to Canada) of such personal information to third parties for the purpose set out above.**

We will use and rely on your Cardholder Information to issue and administer your Card and provide related services. We and our service providers will rely on you to ensure that your Cardholder Information is accurate, complete, and up to date. You will promptly inform us (by contacting us at 877-205-1890 if any changes to your Cardholder Information or if you discover any errors in your Cardholder Information. You may communicate with us through our customer service number with regards to requests to access information related to you that we have obtained. If such information is obtained from providers of identity verification data and demographic information, we will inform you of your right of access and rectification in relation to the file held by the personal information agent and will indicate to you the manner in which and the place where you may have access to the reports or recommendations and cause them to be rectified, where necessary.

We and our service providers may use your Cardholder Information (including your telephone and mobile phone numbers and your email addresses) to contact you, including by regular and electronic mail, telephone call (including by pre-recorded or artificial voice messages and automatic telephone dialing systems) and instant messaging, regarding your Credit Card and related matters, regardless of whether you incur any long distance or usage charges as a result.

We and our service providers may monitor and record their communications and correspondence with you (including emails, online chats, and telephone calls) for quality assurance, staff training and legal compliance purposes. With your consent, we and our service providers may share this information for audit related purposes to ensure you are receiving the best possible customer service.

#### **Other Uses of Your Personal Information**

In addition to the foregoing, if you consent to a third party collecting and using your personal information (including Cardholder Information) for their own purposes (not as our service provider), including to send marketing and promotional messages to you, then we will not have any control over, and will not be responsible or liable for, the collection, use, disclosure and retention of your personal information by the third party, the marketing or promotional messages that they send to you, or any other wrongful act or omission by the third party.

#### **YOUR RIGHT TO ACCESS YOUR PERSONAL INFORMATION**

You may obtain access to the Cardholder Information we hold about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. **To request access to such information, to ask questions about our privacy policies or to withdraw your consent to the collection, use and disclosure of your Cardholder Information and to cancel your Credit Card and all related services from us, contact us at 1-877-205-1890** If you withdraw your consent, we will continue to collect, use, disclose and retain your Cardholder Information, in accordance with applicable law, for as long as may be reasonably required to perform services relating to the cancellation of your Credit Card, to protect against fraud and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce our legal rights and for other purposes required or permitted by applicable law.

Visa Inc./Cross River Bank, Licensed User

Updated: 05/November/2022