

# GO BIZ<sup>®</sup> Rewards Credit Card Agreement and Disclosure

## Your Agreement With Us

This Credit Card Agreement and Disclosure (“Agreement”) is your contract with us. Provisions of this Agreement are severable. If any provision of this Agreement is held by a court of law to be invalid or unenforceable, the rest of this Agreement will not be affected. Virginia law will be used to interpret this Agreement unless federal law applies.

As used in this Agreement, the word “you” means the business member, the business owner(s), guarantors, and each and every person signing, using, or having a business credit card account with Navy Federal Credit Union, referred to as “we,” “us,” or “Navy Federal.”

Please read all of this Agreement carefully and keep it for your records. By using your credit card account, you agree to all the terms of this Agreement.

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases, Balance Transfers, and Convenience Checks (your “Standard APR”)</b>	<p>Your Standard APR will vary with the market based on the U.S. Prime Rate. Your rate will not exceed the maximum permitted by law, which is currently 18.00%.<sup>1</sup></p> <p>You may view your APR for each transaction type by signing in to your account via Mobile or Online Banking.</p>
<b>Cash Advance APR</b>	<b>2%</b> above your Standard APR. This APR will vary with the market based on the U.S. Prime Rate.
<b>Penalty APR and When It Applies</b>	<p>The Penalty APR will be the maximum permitted by law, which is currently <b>18.00%</b>.</p> <p><b>The Penalty APR may apply to your account if you:</b></p> <ul style="list-style-type: none"><li>• are over 60 days past due or</li><li>• make a payment that is returned and causes your account to be over 60 days past due.</li></ul> <p><b>How long will the Penalty APR apply?</b> If your APRs are increased for either of these reasons, the Penalty APR will apply until you make 6 consecutive minimum payments when due.</p>
<b>Paying Interest</b>	<p>Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances, Balance Transfers, and Convenience Checks on the transaction date.</p>
<b>Minimum Interest Charge</b>	<b>None</b>

Fees	
<b>Annual Fees</b>	<b>None</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• ATM Cash Advance</li> <li>• Foreign Transaction</li> </ul>	<ul style="list-style-type: none"> <li>• <b>None</b> if performed at a Navy Federal branch or ATM. Otherwise, <b>\$0.50</b> per domestic transaction or <b>\$1.00</b> per foreign transaction.</li> <li>• <b>None</b></li> </ul>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment<sup>2</sup></li> <li>• Returned Payment</li> </ul>	<ul style="list-style-type: none"> <li>• <b>\$20.00</b></li> <li>• <b>\$20.00</b></li> </ul>

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

**<sup>1</sup>Variable Rate Information:** Your Standard APR will vary based on the U.S. Prime Rate. This means your APR could increase if the U.S. Prime Rate increases or decrease if the U.S. Prime Rate decreases. An increase or decrease in your APR will affect the total amount of interest you pay and your Minimum Payment Due amount. Your APR is adjusted monthly on the first business day of the month; it is determined by adding a margin to the U.S. Prime Rate published in *The Wall Street Journal* on the first day of the previous month. Your margin is based on creditworthiness.

**<sup>2</sup>Late Payment Fee:** You will be required to pay a late payment fee of \$20.00 if you do not pay at least the minimum payment by the payment due date on your statement. Navy Federal may also assess the late payment fee every month thereafter that you are past due.

**Other Fees: Returned convenience check fee—\$20.**

## Account for Commercial Purposes Only

You agree that the account is established only for the purpose of purchasing goods and/or services or obtaining cash advances to be used for business, commercial, or organizational purposes on behalf of the business member. You agree that the account may not be used for personal, family, or household purposes.

## Contacting Us

All correspondence to us relating to this Agreement should be addressed to Navy Federal Credit Union, PO Box 3501, Merrifield, VA 22119-3501. You may call us toll-free in the U.S. at 1-888-842-6328. For toll-free numbers when overseas, visit [navyfederal.org](http://navyfederal.org). Use 1-703-255-8837 for collect international calls. Information concerning the Navy Federal GO BIZ<sup>®</sup> Rewards Credit Card may be obtained at [navyfederal.org](http://navyfederal.org).

## Cardholder Signature

Your card is not valid unless it is signed. Sign the back of your card immediately upon its receipt.

## Transaction Categories

You agree that we may rely on information provided by payment networks to categorize transactions as described below.

**Purchase.** A transaction to buy or lease goods or services. Balance Transfers, Cash Advances, and Convenience Checks are not Purchases. Fees are categorized as Purchases on your periodic statement and are included in your Purchases balance.

**Balance Transfer.** A transfer of a balance from another creditor (i.e., not Navy Federal) to your account.

**Cash Advance.** A transaction to get cash, deposit funds, or purchase cash-like items or services. Cash-like items or services include items that are identified by payment networks as money orders, wire transfers, traveler checks, foreign currency, cryptocur-

rency or similar digital currency, lottery tickets, gaming chips, off-track wagers, offline and online betting transactions or other methods of gambling, and other similar items.

**Convenience Check.** A check provided by us to access credit from your account. Additional terms and conditions apply.

## **Your Credit Limit and the Maximum Amount You Owe Navy Federal**

The maximum amount you may owe us at any time is the amount of your assigned credit limit, any overlimit amount, and any interest and fees that have accrued. Transactions you make may either cause your account balance to exceed your credit limit or increase an existing over limit amount. When this happens, it does not mean your credit limit has been increased. If you exceed your credit limit for any reason at any time, you remain responsible for payment of all charges, including any fees and any amount over the credit limit. A request for additional credit may involve a credit bureau inquiry to review your consumer credit report. We reserve the right to determine your credit and/or cash line and may increase, decrease, or restrict it at any time.

**Cash Advance Limit.** You have a cash advance limit that is the maximum balance in cash that may be outstanding at any time. You may review your available cash advance by signing in to your account via Mobile or Online Banking.

## **Promise to Pay**

You agree to pay us the amount of all transactions that you make using your credit card or any other access device. You agree to pay the total of any interest charges and other charges or fees due on your account. If you allow another person to use your credit card, you are responsible for paying for their transactions.

**a. Security Interest Specific for Credit Cards.** You acknowledge and pledge, specifically as a condition of your use of the credit card, that you have voluntarily granted Navy Federal a security interest in all your individual and joint share accounts at Navy Federal. If your credit card loan becomes delinquent, this security interest may be used without further notice to pay all or part of such delinquency. This security interest does not apply to shares in an Individual Retirement Account (IRA).

**b. Statutory Lien.** You acknowledge and pledge to Navy Federal a statutory lien in your shares and dividends on deposit in all joint and individual consumer and business accounts, and any monies held by Navy Federal now and in the future, to the extent of any outstanding financial obligation of the business member to Navy Federal, as that amount varies from time to time. The statutory lien does not apply to shares in any IRA.

**c. Additional Security Interest.** You acknowledge and pledge to Navy Federal a security interest in the collateral securing loan(s) that you have with Navy Federal now and in the future, including any type of change or increase, and any proceeds from the sale of such collateral and of insurance thereon, not to exceed the unpaid balance of the loan. This security interest in collateral securing other loans does not apply to loan(s) on your primary residence.

**d. Personal Guarantee.** You agree that: (a) each guarantor is personally and individually liable for all transactions, interest charges, and other charges or fees due on your account; (b) Navy Federal may proceed against one or more of the guarantors without proceeding against the other guarantors; (c) Navy Federal may obtain personal credit reports and provide credit information to others regarding each guarantor; (d) you shall pay all expenses, charges, fees, and costs, including attorney's fees and the allocated costs of in-house counsel, including those at trial or on appeal, that Navy Federal incurs to enforce the guarantee; and (e) it is the responsibility of each guarantor to obtain a copy of this Agreement.

## **Payments**

### **Payment Instructions**

Payments may be made by mail, by electronic transfer, or at a branch in person. All payments must be made in U.S. dollars. Payments you mail must be addressed to Navy Federal, PO Box 3500, Merrifield, VA 22119-3500. Payments we receive by mail at this address by 5:00 pm will be credited the same day. In some cases, available credit may be delayed until the payment is verified. Mailed payments to your credit card account may not be commingled with funds designated for credit to other

Navy Federal accounts. We will accept late or partial payments without forfeiting any of Navy Federal's rights under this Agreement. Payments that are marked "paid in full" and that are of an amount less than the balance on the credit card account, or that are marked with any other restrictive endorsements, should be sent to PO Box 2464, Merfield, VA 22116, Attn. Business Credit Cards.

### **Minimum Payment Due**

Your monthly statement will tell you: the total amount that you owe us, including interest and fees charged during the billing cycle; the minimum payment that you must make; and your payment due date.

- (1) If your New Balance is less than \$20, your Minimum Payment Due will be:
  - Your New Balance (which includes any Past Due Amount)
- (2) If your New Balance is at least \$20, your Minimum Payment Due will be any Past Due Amount, PLUS the greater of:
  - \$20 **OR**
  - 1% of your New Balance (excluding interest and fees charged during the billing cycle) rounded up to the nearest whole dollar; PLUS interest and fees charged during the billing cycle.

Your Minimum Payment Due will never be more than your New Balance. You may pay the New Balance in whole or in part at any time. You may pay more than the Minimum Payment Due, up to the amount of your New Balance.

### **Payment Allocation**

In general, we will apply your minimum payment to interest and fees first before applying it to principal balances. If your account has balances with different APRs, we will apply the minimum payment first to the balance with the lowest APR before balances with higher APRs. Any payment amount in excess of the minimum payment will be allocated to the balance with the highest APR and any remaining portion to the other balances in descending order based on the APR.

### **Transactions Made in Foreign Currency**

#### **Visa®**

All Visa purchases and cash advances will be billed to you in U.S. dollars. The rate of exchange used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date and may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date.

#### **Mastercard®**

All Mastercard purchases and cash advances will be billed to you in U.S. dollars. Currently, the rate of exchange used is either a government-mandated rate or a wholesale rate determined by Mastercard International for the processing cycle in which the transaction is processed. This rate of exchange may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

### **Annual Percentage Rates (APRs) and Interest Charges**

#### **APRs**

Your account is assigned APRs for Purchases, Balance Transfers, Convenience Checks, and Cash Advances. APRs for Purchases, Balance Transfers, and Cash Advances are listed in the Interest Rates and Interest Charges table. The APR for Convenience Checks is equal to your Purchase APR and will be disclosed when you receive your checks. Convenience Checks may be requested by contacting us at the phone numbers, website, or address provided in the Contacting Us section of this Agreement. The APR corresponds to the Daily Periodic Rate (DPR). The DPR is equal to the APR divided by 365. Interest is calculated using the DPR.

#### **Variable APRs**

Unless noted otherwise, your APR will vary based on the U.S. Prime Rate published in *The Wall Street Journal*. This means your APR will increase if the U.S. Prime Rate increases and decrease if the U.S. Prime Rate decreases. An increase or decrease in the APR will increase or decrease the total amount of interest you pay and your Minimum Payment Due amount. Therefore, the amount of your minimum payment applied to interest will increase or decrease.

Your APR for Purchases, Balance Transfers, and Convenience Checks, if you request them, is your "Standard APR." Your Standard APR is adjusted monthly on the first business day of the month; it is determined by adding a margin to the U.S. Prime Rate published in *The Wall Street Journal* on the first day of the previous month. Your Cash Advance APR is 2.00% higher than your Standard APR, not to exceed the maximum permitted by law. For example: If the U.S. Prime Rate is 4.00% and your Margin is 9.00%, then your variable APR for Purchases, Balance Transfers, and Convenience Checks will be 13.00% APR (4.00% U.S. Prime Rate + 9.00% margin = 13.00% APR). Your APR for Cash Advances will be 15.00% APR (4.00% U.S. Prime Rate + 9.00% margin + 2.00% cash advance added rate = 15.00% APR).

### **Promotional APRs**

If your account is or becomes eligible for one or more promotional APRs, the terms applicable to that promotional APR will be provided at that time. After the promotional APR expires, the remaining balance incurred under the promotion will be subject to your Standard APR or Cash Advance APR, as applicable.

### **Penalty APR**

If you do not make your minimum payment by the due date and your account becomes over 60 days past due or you make a payment that is returned and causes your account to be over 60 days past due, your account will be subject to the Penalty APR. The Penalty APR will be applied to any and all transactions and outstanding balances on your account. The Penalty APR will be applied approximately 45 days after your account becomes subject to it. The Penalty APR will continue to apply until you make 6 consecutive minimum payments when due.

### **How We Calculate Your Interest Charges**

We use the daily balance method (including new transactions). We calculate the interest charges separately for each balance on your account subject to different terms (for example, regular Purchases, regular Balance Transfers and Convenience Checks, regular Cash Advances, and each promotional balance). We calculate daily interest on those balances by multiplying them by their APRs. We do this each day of the billing cycle, and we sum the daily interest amounts to find the total monthly interest charge. Due to rounding, this calculation may vary slightly from the interest charged to your account.

For each balance, we calculate a daily balance by doing the following:

- Take the beginning balance that day (the beginning balance for the first day of the billing cycle is the balance on the last day of the previous billing cycle);
- Add any interest charge accrued on the previous day's daily balance (this is known as compounding interest);
- Add any new transactions and fees as of the later of the transaction date or first day of the billing cycle in which the transaction or fee posts;
- Subtract any new payments and credits applied to the balance; and
- Make additional adjustments, as appropriate (for example, adjustments for billing disputes).
- If a daily balance is less than zero, we treat that daily balance as zero.

### **Paying Interest**

Interest accrues daily and compounds daily on new transactions and unpaid balances from prior billing cycles. We start charging interest on all transactions, including fees, on the later of the date of the transaction or first day of the billing cycle in which the transaction posts. For Convenience Checks, the date of the transaction is the date the check posts to your Navy Federal Credit Card account. If you pay the New Balance that appears on your billing statement by the payment due date, you will not pay interest on Purchases. However, you cannot avoid paying interest on Balance Transfers, Cash Advances, and Convenience Checks. Your due date is at least 25 days after the close of each billing cycle.

### **Lost or Stolen Cards, Account Numbers, or Checks—Liability for Unauthorized Use**

If you notice the loss or theft of your credit card or possible unauthorized use of your card account, you should write to us or call us immediately at the address or telephone number included in the Contacting Us section of this Agreement. You may also contact us at [navyfederal.org](http://navyfederal.org). We may require you to provide certain information in writing

to help us determine what happened. You will not be responsible for charges made to your account that are found by us to be unauthorized.

## **Consumer Reporting Agencies**

We may access your consumer credit report for any permissible purpose under the Fair Credit Reporting Act, including periodic reviews of your creditworthiness, collections, and future credit line increases or decreases. You will provide us with any other names or business names under which you have been granted credit or that we should use to check your credit.

## **Default**

We may close your account or require immediate repayment of your total account balance, to the extent allowed by law, if any of the default events occur:

- You violate any terms of this Agreement;
- You do not pay the amount due as listed on your monthly statement;
- You have a returned payment that causes your account to be delinquent;
- You default under another account agreement you have with us;
- You file bankruptcy, or some other insolvency proceeding is filed by or against you;
- (For sole proprietors) you are declared incompetent or mentally incapacitated, or in the event of your death;
- (For business entities) the business entity ceases to exist;
- We determine that there has been a substantial adverse impact on your ability to repay the balance on this account; or
- We determine that you have engaged in suspicious, fraudulent, illegal, dishonest, or deceptive activities with respect to any of your Navy Federal accounts.

If we require immediate repayment of your total account balance, we may also declare due and payable all costs relating to the collection of your account, including, but not limited to, unassessed interest charges, court costs, expenses, and attorney fees.

Navy Federal may obtain any information it deems necessary to cure or collect the default amount, including your current contact information, as permitted by law. Contact to an employer (other than the business member itself) will be limited to obtaining current contact information.

You may have a Penalty APR applied to your account under certain circumstances. Refer to the Annual Percentage Rates (APRs) and Interest Charges section of this Agreement for more information.

## **Closing or Suspending Your Account**

We may, without notice or demand, close your account or suspend your account by denying use of the credit line. You may close your account with us at any time. To do so, call or write to us using the contact information in the Contacting Us section of this Agreement. You may close your account without being charged any fees up until the time you use the account or make a payment on the account after receiving a billing statement. If we close or suspend your account, or if you close your account, you must pay us all amounts you owe on the account, even if they post to your account after it is closed or suspended. We may cancel your current card and issue you a substitute card at any time. Every card issued by Navy Federal is the property of Navy Federal.

## **How We May Contact You**

You expressly agree that to service your account or to collect any amounts you may owe us, we or authorized parties may call you and send text messages to you. We may use prerecorded/artificial voice messages or an automatic dialing device to contact you at any telephone number associated with your account, including mobile telephone numbers, which could result in charges to you. You also expressly consent that we may send email messages regarding your account to your email address. In addition, we may send you communications related to your account through the U.S. mail or other mail service.

You agree to notify us promptly of any changes to your contact information, including your name, mailing address, telephone number(s), and email address(es).

## Use of Card for Illegal or Risky Transactions

It is your responsibility to comply with all laws when using your Navy Federal Credit Card. You agree to hold us harmless for any damages or other liability arising from a transaction initiated by you or your Authorized User, if any, for the purpose of conducting an illegal activity. We reserve the right to decline authorization of transactions for activities we believe may violate law or pose significant risk to us or our members.

## Monthly Statements

We will deliver statements monthly to your address on file as long as there is activity on your account.

## Billing Mistakes and Disputes

### *What to Do If You Find a Mistake on Your Statement*

If you think there is an error on your statement, write to us at the address provided in the Contacting Us section of this Agreement or at [navyfederal.org](http://navyfederal.org). In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *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.

You must notify us of any potential errors in writing or electronically. You may call us, but if you do, we are not required to investigate any potential errors, and you may have to pay the amount in question.

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

When we receive your letter, we will do two things:

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

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

- We will not try to collect the amount in question, or report you as delinquent on that account.
- 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 consider 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 telling us that you still refuse to pay within one complete billing cycle.

## Dissatisfaction 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 not have to pay the remaining amount due on the purchase.

To not pay the remaining amount due on the purchase, all the following must be true:

- 1) The purchase must have been made in the home state within 100 miles of the current mailing address for the account, 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 have yet fully paid for the purchase.

If all of these criteria are met and you are still dissatisfied with the purchase, contact us in writing or electronically at the address provided in the Contacting Us section of this Agreement or at [navyfederal.org](http://navyfederal.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 consider you as delinquent.

### **Notice of Claim**

Neither you nor Navy Federal may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Agreement or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Agreement, until such party has notified the other party of such alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action.

### **Notice Concerning Use of an Automatic Teller Machine (ATM)**

Be alert. Do not use the ATM if the lights are not in operation or you see suspicious activity. Take someone with you if you must make a transaction at night. If you sense someone attempting to view your transaction, cancel the transaction and leave. Remember to take your card, cash, and receipt and put them away. Count your money only when you are safely away from the ATM area. Immediately report all crimes to the operator of the ATM and to local law enforcement officials.

### **Amendment to This Agreement and Changes to Benefits**

#### **Amendments**

Navy Federal may amend and change this Agreement, including rates, by providing an advance written notice of the changes to you when required by law. However, we may reduce charges, fees, and rates without sending you an advance notice.

#### **Changing Benefits**

Credit card benefits offered as part of your credit card account—such as rewards, services, and other features—may be modified or discontinued at any time for any reason. Separate terms and conditions apply to those and other benefits associated with your credit card account.