

## CREDIT CARD AGREEMENT

In this agreement, "Company" means the applicant named in the VISA Business Card Application. "Bank" means CoreFirst Bank & Trust of Topeka, Kansas. "Credit Card" means the VISA Business Card(s) issued as a result of the Company's application. "Agreement" means this Credit Card Agreement.

The use of the Credit Card by the Company or anyone authorized to use the Credit Card is governed by the following terms and conditions.

### 1. Ownership

The Credit Card remains the property of the Bank and may be cancelled by the Bank at any time without notice. Company agrees to surrender the Credit Card immediately upon Bank's request.

### 2. Liability

Company assumes liability for purchases and cash advances made by Company or any authorized person through the use of the Credit Card and agrees to pay, at such place as Bank designates all extensions of credit and charges in accordance with statement billings and current Company Payment Schedule. Company may be liable for the loss, theft, or unauthorized use of the Credit Card. Company will not be liable for unauthorized use, which occurs after notifying Bank orally or in writing of loss, theft, or possible unauthorized use, and in any case, liability shall not exceed the lesser of \$50.00 or the amount of money, property or services obtained by such use prior to notification of the Bank. In case of unauthorized use, please call or write us using the information located at the end of this agreement.

### 3. VISA Business Liability Waiver

Bank agrees to waive the Company's liability for the charges up to the limit of coverage as provided in VISA Business Liability Waiver Program ("Program") according to the terms, subject to the exclusions, and on the conditions of the Program as established from time to time by the underwriters, including but not limited to the condition that the Company meet all of its obligations under the Program as currently established and set forth in the VISA Business Liability Waiver policy issued to VISA U.S.A., Inc. Provisions of the policy are enclosed in the client brochure. Bank may terminate the provision at any time, such termination to be effective upon notice.

### 4. Credit Limit

Company shall not incur debt in excess of the credit limit spe-

cifically authorized by Bank from time to time. Company shall pay a \$30.00 Over Limit Fee each time the account exceeds the Credit Limit for such account, or such other charge as is provided from time to time in the Cardholder Agreement and Company Payment Schedule. In the event the Company exceeds the account Credit Limit, Company will be required to pay the minimum payment due on the account plus the amount in excess of Company's current Credit Limit.

### 5. Annual Fee

Bank will assess and Company will pay, an Annual Fee of (a) \$30.00 per Card if Company is issued from 1 to 5 Credit Cards, (b)\$25.00 per card if Company is issued from 6 to 10 Credit Cards, and (c) \$20.00 per Card if Company is issued 11 or more Cards.

### 6. Entire Balance Due

All obligations shall become immediately due without notice at Bank's option in the event of (a) the insolvency or bankruptcy of Company, (b) the institution of garnishment or attachment proceedings involving Company, or (c) any breach or default of this Agreement.

### 7. Late Fees

A \$30.00 Late Fee will be added to the account if the payment is received after the Payment Due Date.

### 8. Cash Advances

A fee of 5% of the amount of the advance (\$10.00 minimum, \$50 Maximum) will be added to the Company's account. Quasi Cash Advances will be treated as Cash Advances. All Cash Advance fees and interest charges will apply.

### 9. International Assessment Fee

A 2% transaction fee will be assessed on any transaction made in a foreign currency and any transaction made in US Dollars that is processed outside the United States.

### 10. Costs of Collection

At any time Company defaults under the terms of the Cardholder Agreement and Company Payment Schedule the entire balance shall become due, and Bank shall be entitled to collect reasonable costs of collection, including, but not limited to court costs, attorney fees, and collection agency fees as allowed by law. A \$30.00 fee will be charged on any returned check.

### 11. Miscellaneous

Company agrees that: (a) Bank may refuse to extend credit

to the Company or anyone using the Credit Card, (b) Bank will not be liable or responsible for anyone's refusal to honor the Credit Card, (c) Bank may, at any time, without notice (except when required by law) and without liability to the Company and without affecting Company's liability to Bank for credit previously extended, reduce the credit limit on the Credit Card, (d) Bank will not authorize Internet gambling transactions (e) this Agreement shall be governed by the laws of the State of Kansas, and finally, (f) a VISA Card may not be used for any illegal transaction.

### 12. Penalty APR

If Company's account is delinquent twice in any 6-month period, or the account closes and maintains a balance, the **APR** on the account will increase to **18.00% APR**. This corresponds to a monthly periodic rate of 1.500%. In order for the account to return to its previous **APR**, the account must remain current for 6-months, and bank must receive a favorable credit bureau review, and updated credit application.

## COMPANY PAYMENT SCHEDULE

### PURCHASE OF GOODS OR SERVICES

No **FINANCE CHARGES** will be incurred if the total of such purchases is paid in full by the Date Payment Due appearing on the current statement. If not so paid, **FINANCE CHARGES** will be incurred on the Average Daily Balance of purchases including previously billed and unpaid purchases and new purchases, whether or not billed on Company's periodic statement, from the date of the purchase, at a variable rate which may vary monthly. At this printing the rate is 1.198 per month (14.38% **ANNUAL PERCENTAGE RATE**). The variable rate is adjusted monthly and is determined by a margin of 6.88% above the Wall Street Journal prime rate published on the last business day of each month.

### MINIMUM FINANCE CHARGE

\$1.00 per billing cycle in which a **Finance Charge** of less than \$1.00 (for purchases) would otherwise be imposed.

### CASH ADVANCES

Finance Charges will be incurred on the Average Daily Balance of Cash Advances at a fixed rate of 1.500% per month(18.00% **ANNUAL PERCENTAGE RATE**), from the date of the advance until the account is paid in full. Finance Charges, which accrue after the Statement Date, will appear

on the following statement. AVERAGE DAILY BALANC-  
ES: Average Daily Balances are calculated separately by  
dividing the total of the outstanding daily balance of cash  
advances, by the number of days in the statement period.

**BALANCE TRANSFERS**

**Finance Charges** on balance transfers will accrue beginning  
on the transaction date. The **ANNUAL PERCENTAGE  
RATE** for balance transfers is the same rate as that for  
purchase transactions.

**PAYMENTS**

Payments will be applied as of the date of receipt as fol-  
lows: first, to the previously billed **Finance Charges** on bal-  
ance transfers, second, to previously billed Finance Charges  
on purchases, third, to previously billed Finance Charges on  
cash advances; fourth, to balance transfers; fifth, to billed  
purchases; sixth, to cash advances; seventh, to new  
purchases, whether or not billed; and eighth, to any other  
balance owing; except equal to, or greater than, the previous  
balance of purchases will be applied first to that balance and  
any Finance Charges thereon. If the account is Paid in Full,  
**NO Finance Charges** will be incurred. However, once the  
account begins to revolve, new purchases are subject to  
**Finance Charge**.

Monthly payments on the Total New Balance shall be made in  
accordance with the following minimum payment chart:

<b>If total balance is:</b>	<b>Minimum payment is:</b>
\$50-\$1,000	\$50.00
Over \$1,000	5% of the total new balance
Total new balance under \$50.00 are payable in full.	

If you have questions about your  
CoreFirst Bank & Trust Credit Card  
account, please write us at:

**3035 SW Topeka Blvd.  
Topeka , KS 66611**

You may telephone us at:  
785.267-8900 or 1.800.280.0123  
But, doing so will not  
preserve your rights.

# Business Credit Card Agreement



**CoreFirstBank.com**