



Cardholder Agreement (May 15, 2018)

1. Agreement. This Card Agreement (the "Agreement") governs the use of the credit cards issued by **OneUnited Bank** ("Issuer") for the Unity Visa Secured credit card (the "Card"). Each person who applies for the Card and to whom the Card is issued ("Holder") consents and agrees to these rules and to the terms contained on the Cards given to Holder or any authorized user of Holder's Cards. The provisions of this Agreement, as amended from time to time, govern Holder's obligations. When the Card is issued upon the application of two or more persons, all such persons shall be jointly and severally liable as Holders. If the Holder authorizes another person to use their Card account to obtain credit ("Authorized User") and entrust the Card to that person for that purpose, the Holder agrees that such authorization shall continue in effect for as long as that person has the Card and that the Holder is liable for all charges to the account incurred by the Authorized User. No revocation will be effective or binding on Issuer until the Holder recovers possession of the Card and notifies the Issuer that the Authorized User's authorization is terminated. Holder authorizes Issuer to investigate Holder's credit, employment, assets, and income records and to verify Holder's credit references. Holder agrees that consumer credit reports may be requested periodically and used in connection with the Holder's application, any review, update, renewal or extension of credit on Holder's account. Holder authorizes disclosure of information to third parties and credit reporting agencies relating to Holder's credit standing and payment history. Please see Rates and Fees Disclosure Table for a full list of fees. **IF THE HOLDER DOES NOT AGREE TO THE TERMS CONTAINED IN THIS AGREEMENT, DO NOT USE THE CARD AND CALL ISSUER AT 1-800-423-7503 TO CANCEL THE CARD.** This Agreement shall be in full force and effect once the Holder has accepted, signed or used the Card.

2. Annual Fee. The Holder shall pay an annual fee for the account in the first billing period after account opening and on the anniversary date of account opening each year thereafter until the account is closed and the balance paid in full. A Holder must close their account and pay the balance in full prior to the anniversary date to avoid the annual fee.

3. Security Deposit. The Holder shall deposit funds with the Issuer as collateral to secure all of the Holders obligations arising under this Card account. The deposit must originate from a bank in the United States or its possessions. The Holder will assign, transfer, pledge, grant a security interest in, and set over to the Issuer all rights, title, and interest in the collateral provided to the Issuer. The Holder agrees that the Issuer has exclusive control over the collateral and gives the Issuer the right to apply the pledged security deposit to the card account balances upon default or in the event the account is terminated for any reason without prior notice at the Issuer's sole discretion. If the Issuer does not apply the pledged security deposit against a card account balance, the Issuer does not thereby waive any right to do so, and may apply such funds at any time. The credit card account number is also assigned to the collateral as the account number. No interest will be paid on the collateral deposit and withdrawals are prohibited. The collateral deposit will be released to the Holder no later than 30 days after the final payment is received and the account is closed.

4. Use of Card. Holder is liable for all credit obtained under this card account. The Issuer reserves the right to decline any transaction at any time. Issuer shall not be liable if it fails to authorize, or a third party refuses to accept, credit under any theory whatsoever, including but not limited to direct, indirect or consequential damages, even if the Issuer was advised of the possibility of damages in advance. The use of the Card for illegal transactions is prohibited. The Issuer reserves the right to deny transactions or authorizations from merchants that apparently engage in the internet gambling business or identify themselves, through the card transaction record or otherwise, as engaged in that business.

The Card may also be used to obtain cash advances from certain automated equipment provided it is used with Holder's correct Personal Identification Number ("PIN") issued to Holder. Holder may initiate cash advance withdrawals totaling not more than \$500 each day from compatible Automatic Teller Machine terminals ("ATMs"). ATM operators may have other limits on the amounts or frequency of cash withdrawals. The Holder must pay all ATM fees. Holder will not be liable for the unauthorized use of the card or PIN issued when the unauthorized use occurs after Issuer receives notification orally or in writing of loss, theft or possible unauthorized use of a card or PIN. **Lost or stolen cards or PINS should be reported immediately to Issuer by notifying CUSTOMER SERVICE, P.O. Box 31535, Tampa, FL 33631-3535, and Telephone (866) 839-3485.** Holder hereby agrees to assist Issuer in its investigation of the matter.

5. Credit Limit. The credit limit is the amount of credit the Issuer will extend to the Holder's card account. The Holder covenants not to exceed the credit limit. The Holder is liable for all credit received. The Issuer reserves the right to adjust the Holder's credit limit at any time. The cash advance limit (the amount of the credit limit available for cash) is restricted to 50% of the credit limit. Holder's total credit limit and cash advance limit are shown on their monthly billing statement.

6. Payments. Holder shall pay the minimum payment due by the due date shown on the monthly billing statement. Payments must be made in U.S. dollars and drawn on a bank in the United States. Do not send cash. Any check payment may be converted to an electronic transaction. Holder will receive a monthly statement for each billing period whenever there is an undisputed debit or credit balance of \$1.00 or more. Holder shall pay within 25 days after each statement Closing Date. Holder shall pay within 25 days after each statement Closing Date either (a) the full amount billed ("New Balance"), (b) a minimum payment of two percent (2%) of the New Balance or \$5.00, whichever is greater, or (c) any amount exceeding the minimum payment. Issuer may, at its sole discretion, withhold a portion of the available credit on the card account up to the amount of any payments in order to assure that the check or other payment instrument is honored. Late payments or returned payments will result in a fee. Issuer may accept payments marked "paid in full" or other restrictive language without waiving its right to receive full payment. **Payments received after 5:00 p.m. Eastern Time on any processing day or at any time on any non-processing day will be considered as payments made on the following processing day.** All payments by Holder will be applied first to payment of interest charges in the order of their entry to the account, second to additional fees, if any, in the order of their entry to the account, third to previously billed cash advances, purchases and other similar charges in the order of their entry to the account, and then to current cash advances, purchases and other similar charges in the order of their entry to the account.

7. Interest Charges. Holder shall pay Interest Charges as shown on Holder's monthly statements, for each billing period in which there is a cash advance or the Previous Balance is not paid in full prior to the Closing Date of the billing statement. Issuer determines the Interest Charges on Holder's account by applying the monthly Periodic Rate to the entire "Balance Subject to Interest Rate." The "Balance Subject to Interest Rate" is the Average Daily Balance, of the account (including current transaction). To get the Average Daily Balance, Issuer starts with the beginning balance of the account each day, add any new cash advances, credit purchases and other charges, and subtract any payments or credits, unpaid late charges, unpaid fees and unpaid Interest Charges. This gives the Issuer the daily balance. Then, the Issuer adds up all of the daily balances for the billing cycle and divides the total by the number of days in the billing cycle. This gives the Issuer the "AVERAGE DAILY BALANCE." **Interest Charges** for credit purchases begin on the date the purchase is posted to the account unless the Previous Balance shown on the statement is paid in full prior to the Closing Date of the statement. Credit purchases made during the statement period and the Previous Balance will be excluded from the calculation of the Average Daily Balance if the Previous Balance shown on the front of the statement was paid in full prior to the Closing Date of the statement. The Interest Charges for cash advances begin on the date the advance is posted to the account. Holder may avoid additional Interest Charges on an account by paying in full the New Balance shown on the account's monthly statement within 25 days after the Closing Date for that statement.

8. Introductory Interest Rate. The introductory rate offered for Balance Transfers will be in effect for the first 6 months after account opening. After 6 months from the account opening date, the unpaid amount of any outstanding Balance Transfers will be subject to Interest Charges at the Issuer's then current annual percentage rate for Balance Transfers. The introductory rate will convert to the Issuer's standard current rate if you become more than 60 days late paying your bill any time during the introductory period.

9. Additional Fees. For a listing of fees charged in association with this card, please see the Rates and Fees Disclosure Table accompanying this Agreement. These charges will not be imposed if Holder's request is in connection with an alleged billing error under Regulations E or Z issued by the Board of Governors of the Federal Reserve System.

10. Foreign Transactions. If a Holder's card is used to effect a transaction in a foreign currency, the transaction amount will be converted to U.S. dollars by VISA International, VISA converts currency to U.S. dollars using either the government mandated exchange rate or the wholesale exchange rate, in effect one day before the date of the conversion, as applicable. The exchange rate is increased by 2% if the conversion is made in connection with a charge to an account and decreased by 2% if the conversion is made in connection with a credit to an account. The date of conversion by VISA may differ from the purchase date and the posting date identified in the monthly statement for the account. Holder agrees to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

11. Disputes. Issuer has no responsibility for any dispute concerning merchandise or services. Disputes will be settled between Holder and the merchant concerned. If Holder is dissatisfied with the goods or services that it has purchased with the Card, and the Holder has tried in good faith to correct the problem with the merchant, the Holder may have the right not to pay the remaining amount due on the purchase.

To exercise this right, all of the following must be true: (1) The purchase must have been made in the Holder's home state or within 100 miles of their current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement the Issuer mailed to you, or if the Issuer owns the company that sold the Holder the goods or services.) (2) The Holder must have used the 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) The Holder must not yet have fully paid for the purchase.

If all of the criteria above are met and the Holder is still dissatisfied with the purchase, contact the Issuer in writing at: CUSTOMER SERVICE, P.O. Box 31535, Tampa, FL 33631-3535. While the Issuer investigates, the same rules apply to the disputed amount as discussed in Section 15, below. After the Issuer concludes its investigation, it will inform the Holder of its decision. At that point, if the Issuer determines that Holder owes additional amounts which the Holder does not pay, the Issuer may report the Holder as delinquent.

12. Default. Upon an event of default the full amount of Holder's account for which the default occurred (including unpaid Interest Charges) shall, at Issuer's option, become immediately due. An event of default occurs when it is determined that the Holder made an untrue statement on their application for the Card; the Holder failed to make the minimum payment; any payment is dishonored; the terms of this agreement are violated; or the Holder dies or files for bankruptcy.

13. Contact Information. Holder will advise the Issuer promptly in writing if there is a change to their mailing address, residential address, or telephone numbers. To improve customer service and security, Holder's telephone communications with Issuer or any third party acting on its behalf as its agent may be monitored or recorded. In order for the Issuer or its agent to service the Holder's account or to collect any amounts the Holder owes, the Holder agrees that the Issuer or its agent may use any means of contact. This may include automated dialing devices, prerecorded/artificial voice messages, mail, email, text messages and calls to Holder's cell phone. By providing a telephone number for a cellular phone or other wireless device and/or an email address, Holder expressly consents to receiving communications from Issuer or a third party acting on its behalf, regardless of the purpose. These communications may result in fees from Holder's telecommunications provider that Holder hereby agrees to be wholly responsible for. If Issuer collects the Holder's cellular phone number from another source, or as a result of receiving a cellular phone call from Holder, Holder authorizes use of the phone number in accordance with this Agreement.

14. Termination. Holder may terminate this Agreement by written request, but such termination shall not affect Holder's obligations as to any balances or charges outstanding or owed at the time of termination. Termination shall be binding on each person in whose name the Card is issued. Holder's privilege to use the Cards may be revoked or limited to the extent not prohibited by law by Issuer.

15. Amendments. Issuer may amend this Agreement from time to time as required or permitted by law. The Holder's decision to keep the account open after any amendments shall constitute Holder's agreement to the change.

16. Governing Law. This agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to conflict of law provisions therein. In the event that any provision of this agreement is held or determined invalid or unenforceable for any reason, the remainder of the agreement shall remain in full force and effect and unaffected by such holding or determination. **Notice to New York Residents:** Holder may contact the New York State Banking Department to obtain a comparative listing of all credit card rates, fees, and interest free periods at 877-226-5697 or by writing to the Research & Technical Assistance Division, 1 State St., NY, NY 10004-1417. **Notice to California Residents:** An applicant, if married, may apply for a separate account. **Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement under section 766.59 of the Wisconsin statutes or court decree under section 766.70 adversely affects our interest unless the Issuer, prior to the time the credit is granted or an open-end credit plan is entered into, are furnished a copy of the agreement, decree, or court order, or have actual knowledge of the adverse provision. IF HOLDER IS A MARRIED WISCONSIN RESIDENT, CREDIT EXTENDED UNDER THIS ACCOUNT WILL BE INCURRED IN THE INTEREST OF HOLDER'S MARRIAGE OR FAMILY.

17. Your Billing Rights. This notice tells the Holder about your rights and the Issuer's responsibilities under the Fair Credit Billing Act.

If you think there is an error on your statement, write to us at: CUSTOMER SERVICE, P.O. Box 31535, Tampa, FL 33631-3535. In your letter, give us the following information: Your name and account number; The dollar amount of the suspected error; 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. You must contact us 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. 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.

When we receive your letter, we must do two things. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct. While we investigate whether or not there has been an error, we cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. While you do not have to pay the amount in question, you are responsible for the remainder of your balance. We can apply any unpaid amount against your credit limit.

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

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

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

UNITY Visa Digital Wallet Terms and Conditions

Please read the **UNITY Visa Digital Wallet Terms and Condition ("Terms")** located at www.oneunited.com/disclosures, which apply when you choose to add your OneUnited Unity Visa ("Card") to a third party mobile payment system such as Apple Pay, Samsung Pay, Android Pay, or Google Wallet ("Digital Wallet" or "Wallet"). These Terms state the terms and conditions on which OneUnited Bank will provide, and you may use the Digital Wallet Service ("Service") and form part of a legally binding agreement between you and OneUnited Bank that also include the **Card Holder Agreement** and the **Credit Card Disclosure** (containing terms and conditions for Electronic Funds Transfers), which you can review at www.oneunited.com/disclosures.