

## Visa® Business Credit Card Summary of Account Terms

**Annual Fee:** None

### APR for Purchases

A variable APR, currently 15.24% to 25.24%, based on your creditworthiness. This APR will vary with the market based on the prime rate.

### APR for Balance Transfers

Introductory 0% APR for the first 13 billing cycles following account opening when the balance is transferred within the first 90 days following account opening.<sup>1</sup> After that, a variable APR, currently 15.24% to 25.24%, based on your creditworthiness. This APR will vary with the market based on the prime rate.

### Other Rates and Fees

**Cash Advance APR:** 27.24% variable (this APR will vary with the market based on the prime rate)

**Penalty APR:** 34.24% variable (this APR will vary with the market based on the prime rate)<sup>2</sup>

**Balance Transfer Fee:** Either \$5 or 3% of the amount of each balance transfer, whichever is greater.

**Cash Advance Fee:** Either \$10 or 4% of the amount of each cash advance, whichever is greater (maximum fee of \$75)

**Foreign Transaction Fee:** 3% of the amount in U.S. dollars of each foreign transaction.

**Late Payment Fee:** Amount based on the previous balance shown on the statement - \$15 for previous balances up to and including \$99.99; \$29 for previous balances from \$100 up to and including \$249.99 and \$39 for previous balances \$250 or greater.

**Overlimit Fee:** \$39

**Returned Payment Fee:** \$35

**Returned Convenience Check Fee:** \$35

<sup>1</sup>The introductory rate will end early and the APR will increase to the Penalty APR for all balances in the event a payment is late.

<sup>2</sup>The Penalty APR may apply to all balances in the event that two consecutive minimum payments are not received by the respective due dates.

**Notice to New York Residents:** New York residents may contact the New York State Department of Financial Services at 800-342-3736 to obtain a comparative listing of all credit card rates, fees and grace periods.

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## **Terms and Conditions That Apply To This Application**

I represent to PNC Bank, National Association (N.A.) ("PNC Bank," "PNC," "Bank," "we," "our" or "us") that I am at least 18 years of age, I am a U.S. citizen or permanent legal resident of the United States, and I am authorized to submit this application on behalf of the business identified in this application (the "Company"). I certify that no bankruptcy proceeding involving me or the Company are in process or anticipated, and that all information provided is accurate and complete. If Bank issues a credit card(s) to Company, both the Company and I agree to be bound by all terms, provisions, and conditions contained in Bank's credit card agreement ("Agreement"), sent to Company with the credit cards and as amended from time to time. Both the Company and I are jointly and severally liable for all transactions on the credit card account, which means that I am personally liable for all amounts due Bank on the credit card account. Company and I promise to pay to the order of Bank or any subsequent holder in accordance with the Agreement, at the address listed on the monthly billing statement, the amount advanced pursuant to this application and the Agreement, including all principal, interest, fees, and other charges outstanding. All terms and conditions contained in this application and the Agreement are incorporated therein by reference.

**Bank does not lend to businesses engaged in certain types of activities or businesses organized or formed outside of the United States**, and is not obligated to grant the requested credit, or may offer a lower credit limit. Bank may retain this application whether or not credit is granted. You understand and agree that as part of the application process for this account, we may obtain information about you and the Company from third parties including but not limited to consumer and business reports and verification of identity, income, assets and other information as needed to process your application and to service the account if your application is approved, including but not limited to file copies of financial statements from any accountant or accounting firm. You agree that third parties are authorized to provide us with such information. In addition to the information requested as part of this application, Bank may subsequently request, and I agree to provide, additional information from the Company or me, including delivering a new Certification Regarding Beneficial Owners of Legal Entity Customers form when requested, as well as any other information as may reasonably be requested for purposes of compliance by Bank with applicable policies, laws, and regulations.

All appropriate corporate or other similar actions needed to authorize the indebtedness incurred hereunder have been accomplished. Company and I further agree that any facsimile transmission may be treated as an original and such facsimile or any reproduction hereof shall be admissible into evidence as the original itself in any judicial or administrative proceeding, whether or not the original is still in existence.

All cardholders will have access to 100% of Company's credit limit unless the Company sets individual spending limits for each cardholder. Company may establish set spending limits for cardholders by contacting Bank's customer service department.

### **Balance Transfer Instructions:**

If the Company is approved for a credit card account, we may permit the transfer of balances and obligations that Company owes other companies or financial institutions ("Balance Transfers") to its credit card account subject to these terms and conditions, the credit card agreement, and the terms and conditions of any special Balance Transfer offers we make to the Company. The available credit limit will be reduced by the total amount of the Balance Transfer. Any Balance Transfer must be at least \$200; however, we may choose to process a Balance Transfer for less at our discretion. Balance Transfers will post to the Company credit card account and be separately reflected on its monthly account statements as a Balance Transfer. Company may not request Balance Transfers of existing obligations owed to us or our affiliates. Transferred balances must be from a business account. Balance Transfer requests to

individuals for cash will not be processed. If Company requests a Balance Transfer that would cause its credit card account to exceed its credit limit, we may, at our option, (a) accept the entire amount of the requested Balance Transfer and assess an overlimit fee; (b) accept only a portion of the amount requested as a Balance Transfer up to the amount available under the credit limit; or (c) refuse to process any amount of the requested Balance Transfer. Recently disputed charges with other creditors should not be included in a Balance Transfer request. By transferring an amount in dispute, certain dispute rights the Company may have may be forfeited. Allow approximately three weeks from account opening for processing of Balance Transfers. Balance Transfers will not automatically close the account from which the Balance Transfer was made. Company must contact the other creditor to close that account. Cost information about Balance Transfers is provided above in the Summary of Account Terms. Balance Transfers do not earn rewards. There is no grace period for Balance Transfers.

**Important information about phone calls, texts, prerecorded and email messages:** If, at any time, you provide to PNC, its affiliates or designees contact numbers that are wireless telephone number(s), including but not limited to, cell or VoIP numbers, you are consenting to PNC, its affiliates and designees using an automated dialing system to call or text you or to send prerecorded messages to you in order to service, and collect on, any personal account(s) and business account(s) (for which you are an authorized signer), with PNC and/or its affiliates. For any type of phone call with us you consent that the call may be monitored or recorded by us for quality control and training purposes. By providing your email address, you consent and agree to receive electronic mail from PNC, its affiliates and designees.

**DISPUTE RESOLUTION THROUGH ARBITRATION:** The credit card agreement that governs Company's credit card account will include an arbitration provision. This means that if you or the Company have a claim and we are unable to resolve it informally, either of us may elect to resolve it by individual binding arbitration. If a claim is arbitrated, it will not be heard by a court or a jury. Also, the claim will proceed as an individual action, and neither of us will have the right to participate in a class action in court. You have the right to opt out of the arbitration process by providing timely notice to us. **Please refer to the Arbitration Provision located in section 9 of the credit card agreement for details.**

**JURY TRIAL WAIVER NOTICE:** The credit card agreement that governs Company's credit card account contains a Jury Trial Waiver under which the Company, co-borrower and PNC Bank agree to waive any right to trial by jury in the event of litigation arising out of or related to the credit card agreement. This is only a summary of the Jury Trial Waiver. Please be sure to read the entire credit card agreement carefully.

#### **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each borrower who opens an account.

What this means: when Company and you open an account, the Bank will ask for name, address, date of birth, taxpayer identification number and other information that will allow the Bank to identify you. We may also ask to see your driver's license, organizational documents or other official identifying documents. For some businesses and organizations, the Bank may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization or the business itself.

**Notice to New York Residents:** A consumer report may be requested in connection with this application. Upon your request, you will be informed whether or not a consumer report was requested and, if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. Subsequent consumer reports may be requested or utilized in connection with an update, renewal or extension of the credit for which application was made.

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement or court decree adversely affects our rights, unless prior to granting you any credit, we are provided a copy of the agreement, statement or decree, or we have actual knowledge of the adverse obligations.

*PNC Bank, National Association (N.A.) is the issuer of the business credit card described herein.*

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