## VISA Platinum Rewards

## **FEATURING**

# Agreement and **Disclosure**

## **Credit Card**

## CKEDIT CARD

**VCBEEWEAL AND DISCLOSURE** 

control, as applicable. U.S.A., Inc. the rules and regulations of Visa® or MasterCard® U.S.A., Inc. will between this Agreement and the rules and regulations of Visa® or MasterCard® as applicable, which are incorporated herein by reference. If there is any conflict billing statement. In addition to this Agreement you agree that your Account will also be subject to all rules and regulations of Visa® or MasterCard® U.S.A. Inc. Union whose name appears on the application, agreement, credit card, or monthly and renewals the Credit Union issues. Account means your Visa<sup>®</sup> or MasterCard<sup>®</sup> credit card limit or credit account with the Credit Union. We  $(U_S)$  means the Credit credit eard limit or credit account with the Credit Union. this Agreement. Card means a Visa® or MasterCard® credit card and any duplicates In this Agreement the words you and your mean each and all of those who receive

## security interest was a condition for the credit card and that you intended to your shares and deposits. You may withdraw your shares unless you are in other accounts that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you have given in Consensual Security Interest: You grant us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future to secure your credit card account. Shares and deposits in IRA, Keogh or any to secure your credit and account.

Advances, which includes the use of a Personal Identification Number (PIN) at an to you to make Purchases in person, over the Internet, and by mail or telephone from merchants and others who accept Visa® or MasterCard® credit cards and Cash J. Using this Card. You must sign the Card in order to use it. Your Account is to be used only for personal, rationally or house both during the card issued and the card of the test of the card o further confirmation of your agreement. grant the security interest. Your acceptance and use of the credit card is your credit card, you affirmatively agreed that you were aware the granting of a any or all of the unpaid balance. The granting of this security interest is a condition for the issuance and use of a credit card. When you applied for your credit card balance, you agree we may use funds in your account(s) to pay default. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. For example, if you have an unpaid

not prohibited by law. Credit Union's financial condition, your creditworthiness or for any other reason count at any time using our sole discretion, based on changes in the economy, the to honor any request for credit, to reduce your Credit Limit or terminate your Acdeclined for any reason, either by us or a third party. We reserve the right to refuse occur. We are not responsible for any losses if a transaction on your Account is geographic areas. We will have no liability to you or others if any of these events to authorize a transaction, even though you have sufficient credit available. Also, for security reasons, we may block the use of your Card in certain countries or asked to provide identification. If our system is not working, we may not be able authorization prior to completion of the transaction. In some cases, you may be Automated Teller Machine (ATM). Certain Purchases and Cash Advances require

means we can enforce this Agreement against any of you individually or all of you owed on the Account and all are jointly responsible for all amounts owed. This one person signs the application, each is individually responsible for all amounts are not a party may direct someone else to pay the Account balance. If more than even though an agreement, divorce decree or other court judgment to which we obligation to pay the amount owed on your Account continues until paid in full from the authorized user and destroy them or return them to us upon request. Your responsibility to get any Cards, checks or any other means of access to your Account want to stop an authorized user from using your Account. If you do, we may close the Account and issue a new Catd(s) with a different Account number. It is your of your Account including charges by authorized users. You must tell us if you use your Account, that person is an authorized user. You are responsible for all use made by you or anyone who you authorize to use your Account. If you let anyone 2. Authorized Users. You agree to pay all charges (Purchases and Cash Advances)

3. Billing Statements. Your Account will have time periods called "billing cycles".



You are not authorized to transfer balances to this Account from other accounts or

by calling us to make the transfer on your behalf. Those uses are "balance transfers".

other accounts or loans from other credit card companies, other lenders or other

7. Balance Transfers. In our discretion, we may allow you to transfer balances from

not be pre-screening in the Fair Credit Reporting Act or other applicable laws or

you meet the criteria we have set for such an increase; and (c) this process shall

(b) you authorize us to have this review made by third parties to determine whether

you authorize us to, review your credit history, including consumer credit reports;

provisions in this Section (either at our discretion or upon request): (a) we may, and

make a new application for our approval. In assessing your credit line under the

transactions. Any increase in your credit line requested by you may require you to

and we may completely prohibit use of your credit line for particular types of

the dollar amount, uses per day, or time period available for any such transaction,

example, Purchases, Balance Transfers, and/or Cash Advances) such as by limiting

extent to which your credit line can be used for different types of transactions (for

If we do, it will not excuse you from your obligation to pay us. We may restrict the

line. We may change or cancel your credit line without telling you ahead of time.

you to. We may, but are not obligated to, allow your Account to go over its credit

amount when it is billed on your monthly billing statement, or sooner if we ask

date of the statement. If your Account goes overlimit, you must repay the overlimit

Account. Your billing statement will show the amount of your credit line as of the

within which to pay to avoid a Finance Charge. 6. Credit Line. We also call this a "credit limit". We will assign a credit line to your

Account is credited will appear on your next statement. There is no time period

Cash Advances between the Closing Date of the billing cycle and the date your

the date the transaction is posted to your account. The Finance Charge accrued on

(b) Cash Advances. A Finance Charge will be imposed on Cash Advances from

Purchases included in the New Balance when the New Balance is not paid in full

Billing Cycle when the Previous Balance is not paid in full within the first twenty-five (25) days of the billing cycle. A Finance Charge will also be imposed on

transaction fees). If a grace period applies: (a) **Purchases**. A Finance Charge will be imposed on Purchases posted during a

at least the minimum interest charge, plus any other finance charges (for example,

posted to your Account. If any periodic interest charge is due, we may charge you

cycle. Cash Advances are always subject to Finance Charge from the date they are

number of days in the billing cycle to arrive at the "average daily balance" for the

All the daily balances for the billing cycle are added and the total is divided by the

interest charges for each transaction type for each day during that billing cycle.

total periodic interest charges for the billing cycle are the sum of the daily periodic

us the daily balance for each transaction type each day in the billing cycle. The

(whichever is applicable) and subtracting any payments or credits. The results are the daily balances. We treat any net credit balance as a zero balance. This gives

Advances) of your Account each day, adding any new Purchases or Cash Advances

balance" is determined by taking the beginning balance (of Purchases or Cash

"average daily balances" for Purchases and Cash Advances. Each "average daily

Advances are determined by multiplying the monthly periodic rate by the separate

application of a periodic rate. Separate Finance Charges for Purchases and Cash

5. Finance Charges. The term Finance Charge refers to the interest based on the

given the Credit Union. Notices sent to any one of you will be considered notice

Statements and notices will be mailed to you at the most recent address you have

authorize. E-mails from us will be sent to the e-mail address provided by you.

and otherwise copy/download your periodic statements using procedures that we

a site we maintain or cause to be maintained where you may access, review, print

as an attachment; or (b) you will be sent a notice via e-mail that will direct you to

4. E-Statements. If provided electronically, statements will be: (a) e-mailed to you

financial institution at which transactions were made, as well as other information

addition, it will show your current credit line, payments, and credits, a summary showing your Purchases and Cash Advances, the merchant, electronic terminal or

any Finance Charges, the minimum payment due, and the payment due date. In statement each month one is required by applicable law. Your billing statement will show an itemized list of current charges posted to your Account, your new balance,

Each billing cycle is about one month in length. We will provide you a billing

oncerning your Account.

within twenty-five (25) days after the billing cycle Closing Date.

regulations based on our existing relationship and this Agreement.

**Corporate Office** 1 West Gate Dr. Odon, IN 47562

Telephone: (812) 863-7000 Toll Free: (800) 692-3274

p.m. on any day including the Payment Due Date, but that otherwise meet the above branch location by branch closing or 5 p.m. local time. Payments received after 5 the remittance portion of your statement accompanying it; (d) made by electronic means through our credit card web site by 6 p.m. ET; or (e) made in person at a institution or a U.S. dollar money order; (c) sent in the return envelope with only Eastern Time (ET) at the address shown on the remittance slip on the front of your monthly statement; (b) paid with a check drawn in U.S. dollars on a U.S. financial monthly statement. credit payments as of the date received, if the payment is: (a) delivered by 5 p.m. feature. We will provide the terms for these payment services before you use them. **14. Payment Allocation.** Unless applicable laws specifically require otherwise, we web site or with our Member Service Representatives, or by using our Autopay check. We may allow you to make payments electronically through our credit card We will keep an electronic copy of your check and securely destroy the original from your financial institution account on the same day we receive your payment. amount of the payment or any other amounts owed on your Account. You authorize us to collect any payment check either electronically or by draft. Funds may be taken your Account. Also, we may return this payment to you and you will still owe us the us, we may accept this payment and not agree that it pays all amounts you owe on a payment marked as paid in full or indicate that it is to pay all amounts you owe receipt of payments and in accordance with the payment instructions. If you make not be credited to your Account before we receive it at the address we specify for to make your payments. You must follow these instructions. Your payments will and the envelope it comes in gives you instructions about how, when and where When we receive or apply a payment, we might not restore your available credit by that amount for up to five (5) days. For mailed payments, your billing statement that amount for up to five (5) days. foreign bank branch in the U.S. We will not accept cash payments through the mail. You must use a check, money order or electronic debit drawn on a U.S. bank or a 13. Payment Instructions. You agree to pay us amounts you owe in U.S. dollars. and added to the standard minimum payment calculation.

than double the standard minimum payment percentage as indicated on the credit disclosure. The minimum payments for these balances will be calculated separately

protected balances. The minimum payment due on these balances will not be greater

credit line. We may increase the minimum payment due on promotional and/or Balance exceeds your credit line, you must immediately pay the amount over your

each month your Account has a balance. In addition, at any time your Total New due on your billing statement by the due date specified. If you make extra payments or larger payments, you are still required to make at least the minimum payment

12. Monthly Payment. Each month you must pay at least the minimum payment

balance eligible for this Grace Period will be excluded from the balance subject to

a billing cycle in which you do not pay in full. Those portions of your Purchase

in which you transition from having paid in full in the previous billing cycle to

for portions of your Purchase balance, based on timely payments in a billing cycle

Period, we are adding a provision that provides for an additional interest-free period

11. Additional Grace Period for Purchases. In addition to your existing Grace

special offer is subject to the terms of this Agreement, unless we explain otherwise

do, we will tell you how those offers will work and how long they will last. Any

10. Promotions. We may make special offers for you to use your Account. If we

date specified on it; or (d) you are in default (including exceeding your credit line)

returned or not paid, we are not responsible); (c) you have used the check after the

not limited to) the following examples: (a) we are the payce on the check; (b) the check being check is post-dated (if a post-dated check is paid, resulting in another check being

pay that check. We have the right not to pay a check for any reason, including (but

convenience check for payment, we may review your Account to decide whether to

must be signed by the person whose name is printed on it. When we receive a

9. Types of Checks. In our discretion, we may issue you Balance Transfer checks

sent to your Card will generally be posted to your Card within two (2) business

these limits from time to time in our sole discretion. We reserve the right to accept or reject any MTS request in our sole discretion. Each transmittal amount that is

8. Money Transfer Services. If you receive any transmittal amount from any Money Transfer Service (MTS) provider you agree not to receive more than \$5,000 per tagy or more than \$10,000 per month. We may increase or decrease the effect of the more than the prime of the effect of the

loans with us. If you request a balance transfer, but do not have enough available

days after we receive the transmittal amount from the Sender.

credit, we may transfer only a part of the requested amount.

sh Advance checks. We may also call them "convenience checks". The check

nance Charge.

n the offer.

or would be if we paid the check.

### YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### Notify Us In Case of Errors or Questions About Your Bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write us as soon as possible. We must hear from you no later than sixty (60) days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

· Your name and Account number.

· The dollar amount of the suspected error. · Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

### Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to unt you question or report you as delinquent. We can continue bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount; you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as de linguent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. We must tell you the name of anyone we reported you to. We tell anyone we report to that the matter has been settled between us when resolved. If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct

Special Rule for Credit Card Purchases. If you have a problem with the quality of property or services that you purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two (2) limitations on this right: (a) You must have made the Purchase in your home state, or if not within your home state, within 100 miles of your current mailing address; or (b) The purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisemen for the property or services.

Fax: (812) 863-7010



requirements, will be credited as of the next day. Credit for any other payments may be delayed. Payment amounts in excess of your Total Miminum Payment Due will be applied to balances with higher Annual Percentage Rates (APRs) before balances with lower APRs. Your Payment Due Date will be at least 25 days from your statement Closing Date. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month.

15. Skip payment Option. In our discretion, we may offer you the opportunity to not make ("Skip") a minimum payment during certian designated billing cycles ("Skip Payment Period"). If you do not make your minimum payment as provided in this Agreement, during such designated billing cycle, you understand that we will continue to apply Finance Charges to your Account. Beginning with the billing cycle following an allowed Skip Payment Period, all other provisions of this Agreement will apply. We have no obligation to accept your application for any Skip Payment Period offered, and you authorize us to investigate your creditworthiness including obtaining consumer credit reports. We may charge you a skip pay fee for each Skip Payment Period that we may offer to cover our cost of investigating your qualifications for this extension, including (but not limited to) the costs associated with researching your credit worthiness. The payoff table on your monthly statement for the skip payment month may reflect a negative authorization.

16. General Terms Governing Your Payments. To protect your and us, the Credit Union, in its sole discretion, may place a temporary freeze on all or part of the credit available to you for new Purchases or Cash Advances, under this Agreement any time the Credit Union receives a large payment. In such cases, the Credit Union may freeze your credit limit until payment is actually collected by the Credit Union. 17. Automatic Charges. You may allow others to automatically charge repeat transactions to your Account. You will be responsible for making new arrangements to make those payments if they are stopped for any reasons, such as: your Account is closed or suspended, or your Account number changes.

18. Default. Your Account may be in default if any of the following applies: (a) we do not receive at least the Minimum Payment by the date and time due as shown on your billing statement; (b) you exceed your credit line; (c) you fail to comply with the terms of this Agreement or any other agreement with us or one of our related companies; (d) we obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time; (e) you file for bankruptcy; or (f) you become incapacitated or die. If your Account is in default, we may close your Account without notice and require you to pay your unpaid balance immediately. To the extent permitted by law, if any legal action is required to enforce any provision of the Disclosure and Agreement or to recover money owed by you, you agree to pay all costs, including collection costs, attorney's fees, court costs, and any other charges incurred while enforcing our rights under this Agreement. 19. Variable Rates. If you have an APR that varies with changes to the Prime Rate, we calculate the APR by adding a margin to the highest U.S. Prime Rate published

in the "Money Rates" section of <u>The Wall Street Journal</u>. A "business day" is any day that is not a weekend or federal holiday. The APR will change if the Prime Rate changes. If the APR increases, you will pay a higher interest charge and may pay a higher Minimum Payment. The Prime Rate is simply a pricing index and is not the lowest interest rate available. If <u>The Wall Street Journal</u> stops publishing the Prime Rate, we will select a similar reference rate at our discretion.

**20. Fees and Charges.** Fees and charges that will be added are as shown in the "Credit Disclosure".

(a) Annual Membership Fee. If your Account has an annual fee or similar charge, it will be billed each year or in installments whether or not you use your Account, and you agree to pay it when billed. The annual fee is non-refundable unless you notify us that you wish to close your Account within 30 days of our providing the statement on which the annual fee is billed, and at the same time, you pay your outstanding balance in full. Your payment of the annual fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, we will continue to charge the annual fee until you pay your outstanding balance in full and terminate your Account relationship. (b) Transactions in a Foreign Currency and "Cross-Border' Transactions. Currency Conversion Fee: If you effect or authorize a transaction with your card in a currency other then U.S. Dollars, Visa\* or MasterCard\* will convert the charge into a U.S. Dollar amount. The Visa\* or MasterCard\* currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate, as applicable. The exchange rate Visa\* or MasterCard\* uses will be a rate in effect on the day the transaction is processed. This rate may differ from

27. Communications/Change of Information. We can provide cards, billing statements and other communications to you at any mailing address or email address shown in our records. If you change your contact information such as any mailing address, telephone number or email address, you must notify us immediately in writing at the address shown on your billing statement. We may obtain mailing address and email address information from you or third parties, and we may accept mailing address corrections from the United States Postal Service. If more than one person is responsible for this Account, we can provide billing statements and communications to any of you. Notice to one of you will be considered notice to all of you. You all will remain obligated on the Account. You agree to pay any fee(s) for incoming communications from us, and/or outgoing communications to us, without reimbursement from us. You authorize us, or anyone acting on our behalf, to call, email, or send a text message using information you provide or to any number where we reasonably believe we can contact you. These include calls to mobile, cellular, or similar devices, and calls using automatic telephone dialing systems and/or prerecorded messages. We may also send an email to any address where we reasonably believe we can contact you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing of your Account.

**28. Telephone Monitoring and Recording.** We and our agents may listen to and record your telephone calls with us. You agree that we and our agents may do so, whether you or we initiate the telephone call.

29. Agreement. This Agreement is the contract that applies to all transactions on your Account, even though the Purchases, Cash Advances, credits or other slips you sign or receive may contain different terms. You agree to all the terms and fees contained in the "Credit Disclosure." We have the right to change the terms of the Agreement for any reason, and in any respect, by adding, deleting or modifying any provision, including APRs, fees, the Minimum Payment and other terms. We can add a new provision without regard to whether the provision deals with a matter already addressed by this Agreement. In certain circumstances, we are required by law to notify you of changes to the terms of this Agreement, and in other circumstances o so. When required by la be required to a legal right to reject any changes we make, we will provide an explanation about how to do that. In some circumstances, APRs or other aspects of your Account may change even though the terms of the Account do not change, for example when the Prime Rate changes or a promotional period ends. 30. Lien Impressment and Set-Off. You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA, or similar tax deferred deposit You may have with Us. If Your Account is owned jointly. Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners. 31. Assignment. We may assign your Account, any amounts you owe us, or any of our rights and obligations under this Agreement to a third party. The assignee will be entitled to any of our rights that we assign to that person 32. No Waiver. The Credit Union can delay enforcing any of its rights any number of times without losing them. 33. Additional Benefits/Card Enhancements. The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, purchase rewards or rebates at no additional cost to you. You understand that the Credit Union is not obligated to continue or to offer such services and may withdraw or change them at any time. If these benefits are withdrawn prior to any accrued use by you, the Credit Union will have no obligation to provide the benefit or enhancement, or any other compensation or consideration. 34. Personal Identification Number (PIN). We will furnish you with a Personal Identification Number (PIN). You agree to keep the PIN confidential. You also agree you won't write the PIN on the Visa® or MasterCard® credit card or anything you keep with the Visa® or MasterCard® credit card. You agree that your use of the PIN and Visa® or MasterCard® credit card in getting a Cash Advance constitutes your signature for purposes of such a transaction. 35. Governing Law. The terms and enforcement of the Agreement and your Account shall be governed and interpreted in accordance with federal law, and to the extent applies without regard to conflict-of-law principles.

the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee will be applied to transactions that are converted from foreign currencies to U.S. Dollars. The Currency Conversion Fee, if it applies to the transaction, will be shown on your statement.

**Cross-Border Transaction Fee:** In addition, Visa\* or MasterCard\* charges us a Cross-Border Assessment on each transaction on all Cross-Border transactions regardless of whether there is a currency conversion. For purposes of this section, "Cross-Border Transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States, but which are ultimately settled in a county outside of the United States. We will assess these fees to you to reimburse us for the fee we are required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown on your statement.

(c) Late Fee. We may charge a late fee if we do not receive at least the required Minimum Payment for any billing cycle by the date and time it is due. If the amount of the late fee is based on a balance, we will use the total Account balance at the end of the day that the late fee is charged to calculate the fee. This date may be as early as the due date for the late payment.(d) Minimum Interest Charge. We may charge no less than the minimum interest

(d) Minimum Interest Charge. We may charge no less than the minimum interest charge if any periodic interest charge is due for a billing cycle.

(e) Overlimit Fee. If you agree to allow us to charge overlimit fees, we may charge such a fee to the extent allowed by law when your Account goes overlimit. We may charge this fee even though your balance is over the credit line because of transaction we allowed. You have the right to withdraw your consent to our charging the overlimit fee at any time. If you do so, we will stop charging you the fee. (f) Return Payment Fee. We may charge a return payment fee if your financial institution does not honor the payment you made to pay amounts you owe under this Agreement, if we stop payment on a cash advance check or balance transfer check. (g) Additional/Replacement Card Fee. We may charge a fee if your request two or more cards or any special services (for example, obtaining cards on an expedited basis). Service fees may charge from time to time. We will inform you of the fee in effect prior to when the applicable service is provided.

(h) Transaction Fees for Balance Transfers and Cash Advances. We may charge you transaction fees for Balance Transfers and Cash Advances. These transactions fees are Finance Charges and are added to the balance for the applicable category of Balance Transfers or Cash Advances as of the date of that transactions.

(i) Copies of Documents. We may charge a fee if you request a copy of a billing statement, sales draft or other record of your Account. However, we will not charge fees for copies of documents requested for a billing dispute..

21. Illegal Transactions. You warrant and agree that your Credit Card, other access device or any related account will not be used to make or facilitate any illegal transaction(s) as determined by applicable law, and that any such use, including any such authorized use, will constitute an event of default under this Agreement. Certain federal and/or state laws or Visa® or MasterCard® Association Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. We may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law, or which is otherwise limited or prohibited, including (but not limited to) any transaction involving or relating to any gambling activity. Such limitations or prohibitions may affect some otherwise proper or al lowable transactions such as charges incurred at a hotel-casino. You understand and agree such limitations/prohibitions are not within our control and that we will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s), or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your Account and/or access devices. 22. Returns and Adjustments. Merchants and others who honor the Card may

22. Returns and Adjustments. Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit which will be posted to your Account. If your credits and payments exceed what you owe us, the amount will be applied against future Purchases and Cash Advances. A credit balance does not increase your available credit. If the amount is \$1.00 or more, it will be refunded upon your request or automatically no later than six (6) months after the posting date.

23. Merchant Disputes. We are not responsible for the refusal of any merchant or financial institution to honor the Card. The Credit Union is subject to claims

and defenses (other than tort claims) arising out of goods or services you Purchase with the Card, if you have made a good faith attempt, but have been unable to obtain satisfaction from the merchant or service provider, and (a) your Purchase was made in response to an advertisement we sent or participated in sending to you, or (b) your Purchase costs more than \$50.00 and was made in your state or within 100 miles of your home.

24. Responsibility and Liability. You may be liable for the unauthorized use of your Credit Card. If you lose or someone steals your card or any other means to access your Account, or if you think someone has used your Account without your permission, immediately inform the Credit Union. You will not be liable for unauthorized use that occurs after you notify the Credit Union orally or in writing of the loss, theft, or ssible unauthorized use at Customer Service, P.O. Box 31112, Tampa, FL, 33631-3112, or 1-866-820-6316. If notice is given orally, you will promptly confirm it in writing. We may require you to provide us certain information in writing to help us investigate any unauthorized use. Further, you agree to cooperate and assist us or any government or law enforcement agent or agency in investigating, collecting or pursuing any other rights (civil and criminal) relating to any unauthorized use. In this regard, you agree to file an appropriate police report when asked to do so. Do not use the Card or the Convenience Checks after you have notified us, even if you find them or have them returned to you. You are liable for all transactions that you authorize. We may end your credit privileges and close your Account if we consider it appropriate. No Liability: You will have no liability for unauthorized use of vour Card, Convenience Checks or other Access Devices for non-ATM transactions made over the Visa® or MasterCard® Network if the following conditions are met: (a) you have not been grossly negligent; and (b) you have not committed, participated in or conspired to commit any fraudulent act or scheme involving the use of your Visa® or MasterCard® credit card account. Limited Liability: For transactions on other networks or ATM transactions, you may be liable for unauthorized transactions us-ing your Card, Convenience Checks or other Access Devices that occur before we are notified. However, your liability for unauthorized use on networks other than Visa® or MasterCard® will not exceed \$50.00. In any case, you will not be liable for any unauthorized use after notifying us of the loss, theft or unauthorized use of your Card, Convenience Checks or other Access Devices

25. Closing or Suspending Your Account. Any individual cardholder without the consent of other cardholders may close your Account at any time by notifying us in writing or verbally as indicated in this Agreement. We may close your Account or suspend your Card privileges or Convenience Checks at any time without prior notice. We may also reissue a different Card or different checks at any time. You must return the Card or the Convenience Checks to us upon request. You agree that the Card and all Convenience Checks remain the property of us. Each Card we issue will have an expiration date. Upon expiration of your Card, your Account will automatically terminate; or we, in our sole discretion, may extend your Agreement and issue a new Card with a new expiration date. If your Account is closed, expires, or your credit privileges are terminated or suspended, you will remain responsible for paying all amounts you owe us according to the terms of this Agreement and any amendments or change in terms. Without limiting the foregoing, we have the right to terminate your line of credit and to demand the return of all Cards, Convenience Checks and other access devices if we, in our sole discretion, feel that it is insecure for any reason whatsoever, including (but not limited to) mismanagement of your Account, failing to safeguard any access device, creation of any credit balances by you that may increase the risk of loss or exposure of us or failing to cooperate with us or others with regard to any claim of unauthorized use or any other defense to payment under applicable law.

26. Credit Information. You authorize us to investigate your credit standing when opening or reviewing your Account. In assessing any increase to your credit line under the provisions in this section, we may, and you authorize us to, review your credit history, including consumer credit reports. You authorize us to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing. If you think we have reported information to a credit reporting agency that is not correct, you may write to us using the Credit Union Member Services address listed on your billing statement. Please include your name, address, Account number, telephone number, and a brief description of the problem and a copy of the credit reporting agency report if you have it. We will investigate the matter. If our investigation shows that you are right, we will contact each credit report. If we disagree with you after our investigation, we will tell you in writing or by telephone.

### Credit Disclosure

Interest Rates and Other Charges	
Annual Percentage Rate (APR) for Purchases	10.9%
APR for Balance Transfers	10.9%
APR for Cash Advances	10.9%
How to Avoid Paying Interest on Purchases	You have at least 25 days after the close of each statement period to pay your balance in full without being charged interest. There is no grace period for cash advances.
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <u>http://www.consumerfinance.gov/learnmore</u> .

Maintenance and Set-up Fees NOTICE: Some of these set-up and maintenance fees may be assessed before you

**36.** For Information. Please call the Credit Union Member Services telephone number on your card or billing statement if you have any questions about your Account or this Agreement.

Annual Fee Additional Card Fee	begin using your card and will reduce the amount of credit you initially have available. None None
<b>Transaction Fees</b> Balance Transfer Fee Cash Advance Fee Foreign Transaction Fee	None None Up to 1% of each transaction in U.S. dollars.
<b>Penalty Fees</b> Late Payment Fee Returned Payment Fee	Up to <b>\$18</b> assessed twenty (20) days after due date. Up to <b>\$25</b>

The minimum monthly payment is 3% of your total new balance or the overlimit amount, whichever is greater, but not less than \$25 plus the amount of any unpaid prior payments due. Payments of \$10,000 or greater may not be part of your available credit for three (3) business days. Your payment is due the 7th of every month.

How We Will Calculate Your Balance: We use a method called "average daily balance (including current transactions)." See your account agreement under Finance Charge for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

**Consensual Security Interest:** You grant and consent to a lien on your shares with the Credit Union (except IRA and Keogh accounts) and any dividends due or to become due to you from the Credit Union to the extent you owe on any unpaid credit card balance. The granting of this security interest is a condition for the issuance of a credit card. When you applied for your credit card, you affirmatively agreed that you were aware of the granting of a security interest was a condition for the credit card and that you intended to grant the security interest. Your acceptance and use of the credit card is your further confirmation of your agreement.

Information contained in this Credit Disclosure is accurate as of 02/01/2018 and is subject to change therafter. To obtain more recent information, please call us at 1-800-692-3274.