

## VISA® Credit Card Agreement and Truth in Lending Disclosure

This credit card agreement, which includes your Truth in Lending Disclosures, will be referred to as **this Agreement**. There is an Addendum to this Agreement which contains certain terms of this Agreement. The Addendum is incorporated into and a part of this Agreement. In this Agreement the words **you** and **your** mean each and all of those who agree to be bound by the Agreement; **Card** means the credit card you are issued for use under this Agreement and any duplicates, renewals, or substitutions of the Card the Credit Union issues to you; **Account** means the credit card account established under this Agreement, and **Credit Union** means Tyndall Federal Credit Union or anyone to whom the Credit Union transfers this Agreement.

**USING YOUR ACCOUNT** - If you are approved for an Account, the Credit Union will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") that you will have outstanding on your Account at any time. If you are over your credit limit, you must pay the amount you are over the limit before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.

**USING YOUR CARD** - You may use your Card to make purchases from merchants and others who accept the Card. However, you may not use your Card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept your Card, and from some automated teller machines (ATMs). To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your Card.

**RESPONSIBILITY** - You promise to pay all charges (purchases and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account or Card. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or any other agreement you have with the Credit Union.

**FINANCE CHARGES** - You have a 25 day grace period on your purchase balance and for new purchases if you paid the Total New Balance for purchases on your last statement by the end of the grace period. You also have a 25 day grace period for new purchases if you did not have a purchase balance on your last statement. The grace period starts on the statement closing date. If you do not pay the Total New Balance for purchases by the end of the grace period, finance charge will be imposed on the unpaid purchase balance from the first day of the next billing cycle and on new purchases from the date they are posted to your Account. If you have a balance other than a purchase balance and the other balance carries a higher APR, you may not be able to avoid periodic finance charges on new purchases if you do not pay your balance in full each month because we generally allocate payments above the minimum payment due first to the balance with the highest APR. The finance charge is imposed on cash advances from the date they are posted to your Account.

Separate average daily balances are calculated for purchases and cash advances. The finance charge is calculated by multiplying the average daily balances by the monthly periodic rate. The monthly periodic rate and corresponding ANNUAL PERCENTAGE RATE for your credit card are disclosed on the Addendum. To get each average daily balance, the daily balances of purchases and cash advances for the billing cycle are added and the totals are divided by the number of days in the cycle. To get the daily balance for cash advances, new cash advances are added to the day's beginning balance and payments and credits are subtracted. To get the daily balance for purchases, new purchases are added to the day's beginning balance and payments and credits are subtracted; however, new purchases are not added if you paid the Total New Balance for purchases on your last statement by the end of the grace period or if you did not have a purchase balance on your last statement. Fees are not included in the calculation of the average daily balance. Finance charge will continue to accrue on your Account until what you owe under this Agreement is paid in full.

**PAYMENTS** - Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 25 days from the statement closing date, whichever is later. If your statement says the payment is "Now Due," your payment is due no later than 25 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is disclosed on the Addendum. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

**PAYMENT HOLIDAY OPTION** - We may allow you a "Payment Holiday" which means that you may be allowed to skip making your minimum payment during a certain month of the year. If you accept the "Payment Holiday" we will continue to apply the finance charges (interest) but no late payment charge will be imposed. For the month(s) following a "Payment Holiday" all credit terms disclosed in this Agreement (including minimum payment requirement and any applicable late payment charge) will again apply.

**PAYMENT ALLOCATION** - Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses. Generally, we will credit payments over the Minimum Payment to balances with the highest APR first.

**SECURITY INTEREST** - To secure your credit card account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which have not been paid for. As a condition for the approval of your VISA account you grant us a specific pledge of your credit union shares (deposits).

**PLEDGE OF SHARE ACCOUNT(S) - NOTE: You pledge to us and grant a security interest in all individual and joint accounts you have with us now and in the future, to secure your VISA Credit Card account. You authorize us to apply the balance in these account(s) to pay any amounts due under the Agreement if you should default, without further notice to you.**

Collateral securing other loans you have with the Credit Union may also secure this loan, except that your home will not be considered as security for your Account, notwithstanding anything to the contrary in any other agreement you have with the Credit Union.

**DEFAULT** - You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe or if you are in default under any other loan agreement you have with the Credit Union. If any of these conditions occur, the Credit Union may consider you in default without giving you notice.

When you are in default, the Credit Union has the right to demand immediate payment of your full Account balance without giving you notice. If immediate payment is demanded, you agree to continue paying interest at the periodic rate charged before default, until what you owe has been paid. Any shares and/or deposits that you gave as security for your Account may be applied towards what you owe, when you are in default.

**LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION** - You agree to notify us immediately, orally or in writing at the address or telephone number disclosed on the Addendum, of the loss, theft or unauthorized use of your Credit Card. You may be liable for the unauthorized use of your Credit Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your Credit Card, unless you are grossly negligent in the handling of your Card. In any case, your liability will not exceed \$50.

**CHANGING OR TERMINATING YOUR ACCOUNT** - The Credit Union may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law and specified in the notice to you, the change will apply to your existing Account balance as well as to future transactions.

Either you or the Credit Union may terminate this Agreement or your Account at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized.

The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement, whether you or the Credit Union terminates your Account. The Credit Union has the right to require you to pay your full Account balance after your Account is terminated, whether it is terminated by you or by the Credit Union. If this is a joint Account, the Joint Account Section of this Agreement also applies to termination of your Account.

**CREDIT REVIEW AND RELEASE OF INFORMATION** - You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. You authorize the Credit Union to disclose information regarding your Account to credit bureaus who inquire about your credit standing. If your Account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your Account that is necessary to provide you with the requested service(s).

**RETURNS AND ADJUSTMENTS** - Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six (6) months.

**ADDITIONAL BENEFITS/CARD ENHANCEMENTS** - The Credit Union may from time to time offer additional services and products in connection with your Account. You understand and agree that the Credit Union is not obligated to maintain such services and may withdraw or change them at any time. If any service or product is made available to you without cost, you understand and agree that the Credit Union may discontinue the service or product at any time or may begin to impose a charge for the service or product.

**FOREIGN TRANSACTIONS** - Effective April 2, 2005, the exchange rate between the transaction currency and the billing currency 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, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date, plus the 1% conversion fee charged by Visa may be assessed.

**MERCHANT DISPUTES** - The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your 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 the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

**JOINT ACCOUNTS** - If this is a joint Account, each person on the Account must sign the Agreement. Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement, or all of you together. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account in accordance with the Changing or Terminating Your Account Section of this Agreement and the termination will be effective as to all of you. If you give inconsistent instructions, the Credit Union may refuse to follow your instructions.

**ILLEGAL TRANSACTIONS PROHIBITED** - You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law.

**EFFECT OF AGREEMENT** - This Agreement is the contract that applies to all transactions on your Account even though the sales, cash advance, credit or other slip you sign or receive in connection with a transaction from someone other than the Credit Union may contain different terms.

**NO WAIVER** - The Credit Union may delay enforcing any of its rights any number of times without losing them.

**STATEMENTS AND NOTICES** - Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all, unless applicable state law requires notice to each of you.