

## VISA® GOLD / VISA® CLASSIC CREDIT CARD AGREEMENT

**NOTICE: See reverse side for important information regarding your rights to dispute billing errors.**

In this Agreement the words "you" and "your" mean each and all of those who sign this Agreement. The words "we", "us", "our" and "the Credit Union" refer to ACCESS Federal Credit Union. "Card" or "cards" means a VISA® credit card and any duplicates and renewals the Credit Union issues. "Account" means your VISA® credit card line of credit account with the Credit Union.

ACCESS Federal Credit Union (AFCU) has the right to impress and enforce a statutory lien against your shares and dividends in the event of your failure to satisfy a financial obligation to the Credit Union. AFCU MAY ENFORCE THAT RIGHT BY APPLYING THE BALANCE OF SHARES AND DIVIDENDS IN YOUR ACCOUNT(S) AT THE TIME OF THAT DEFAULT IN ORDER TO SATISFY YOUR OBLIGATION. We may exercise this right without further notice to you. However, shares that you have in any account that would lose special tax treatment under any law, if subject to this interest, are excluded from this interest. We have this right under the Credit Union's Bylaws and Federal Credit Union Act, 12 U.S.C. Section 1757(11).

**1. Using the Account.** If you are approved for a VISA® account, the Credit Union will establish a line of credit for you and notify you of the credit limit when the card is sent to you. You agree not to let your account balance exceed your approved credit limit. Each payment you make on the account will restore your credit limit by the amount of the payment which is applied to the principal amount of purchases and cash advances. You may request an increase in your credit limit only by written application which is subject to approval by the Credit Union. The Credit Union has the right to reduce or terminate your credit limit at any time.

**2. Using the Card.** You may use the card issued to you to make purchases in person, and by mail or telephone from merchants and others who accept VISA® cards. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the VISA® program and from automated teller machines (ATMs), such as VISA® ATM Network, that provide access to the VISA® system. (Not all ATMs provide such access.) You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM.

**3. Responsibility.** You agree to pay all charges (purchases and cash advances) to your account made by you or anyone whom you authorize to use your account. Your obligation to pay the amount owed on your account continues until paid in full even though an agreement, divorce decree or other court judgement to which the Credit Union is not a party may direct someone else to pay the account balance. If more than one person signs this Agreement, each is individually responsible for all amounts owed on the account and all are jointly responsible for all amounts owed. This means the Credit Union can enforce this Agreement against any of you individually or all of you together.

### 4. Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge.

**Purchases - Average Daily Balance** (including new purchases). To avoid incurring an additional **Finance Charge** on the balance of Credit Purchases reflected on your statement, and on any new Credit Purchases appearing on your next statement, you must pay the New Balance shown on or before the Payment Due Date. The **Finance Charges** for a billing cycle are computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance of Credit Purchases any new Credit Purchases posted to your account and subtracting any payments as received and credits posted to your account, but excluding any unpaid **Finance Charges**. Subject to the above, the grace period for the New Balance of Credit Purchases extends to the Payment Due Date.

**Cash Advances - Average Daily Balance.** To avoid incurring an additional **Finance Charge** on the balance of Cash Advances reflected on your statement, you must pay the New Balance shown on or before the Payment Due Date. The **Finance Charges** for a billing cycle are computed by applying the monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Cash Advances is determined by adding to the Previous Balance of Cash Advances, any new Cash Advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later and subtracting any payments as received and credits as posted to your account, but excluding any unpaid **Finance Charges**. No grace period is provided on Cash Advances.

**FOR VISA CLASSIC:** The **Finance Charge** (interest) on purchases and cash advances is calculated at the periodic rate of 1.125% per month which is an **ANNUAL PERCENTAGE RATE** of 13.5%. The minimum finance charge is \$.50.

**FOR VISA GOLD:** The **Finance Charge** (interest) on purchases and cash advances is calculated at the periodic rate of 0.825% per month which is an **ANNUAL PERCENTAGE RATE** of 9.9%. The minimum finance charge is \$.50.

**5. Other Charges.** The following other charges will be added to your account balance as applicable:

- (a) Billing statement copy - if you should request a copy of your billing statement, there will be a \$1.00 service fee per statement.
- (b) Late fee - a late fee of \$25.00 will be assessed on your account when the minimum payment has not been received within the billing cycle.
- (c) Over credit limit fee - a fee of \$25.00 will be imposed for every month it is over the limit established for your account.

**6. Monthly Payment.** Each month you must pay at least the minimum payment shown on your statement within 25 days of the statement closing date. You may, of course, pay more frequently, pay more than the minimum payment, or pay the total new Balance in full. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your account has a balance. The minimum payment is  $\frac{1}{36}^{\text{th}}$  of your Total New Balance but not less than \$10.00, plus the amount of any prior minimum payments that you have not paid. In addition, if at any time your Total New Balance exceeds your credit limit, you must immediately pay the excess upon demand. We will apply your payments first to previously billed and unpaid **FINANCE CHARGES** on purchases; then to previously billed and unpaid **FINANCE CHARGES** on cash advances; then to previously billed purchases; then to cash advances; and then to new purchases, whether or not billed on the monthly statement. However, any payment equal to, or greater than, the Previous Balance of Purchases will be applied first to that balance and any **FINANCE CHARGE** thereon so as to avoid continuing accrual of **FINANCE CHARGES** on the amount.

**7. 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 which the Credit Union believes may substantially reduce your ability to repay what you owe. When you are in default, the Credit Union has the right to demand immediate payment of your full account balance without notice. If immediate payment is demanded, you will continue to pay finance charges, at the periodic rate charged before default, until what you owe has been paid and any shares that were given as security will be applied towards what you owe. To the extent permitted by law, you will also be required to pay the Credit Union's collection expenses, including court costs and reasonable attorneys' fees.

**8. Liability for Unauthorized Use.** 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 the Credit Union orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.

**9. Lost Card Notification.** If you believe your credit card has been lost or stolen, immediately inform the Credit Union by calling 1-800-325-3678.

**10. Changing or Terminating Your Account.** The Credit Union may change the terms of the Agreement from time to time after giving you any advance notice required by law. Your use of the card after receiving notice of a change will indicate your agreement to the change, to the extent the law permits, and indicated on the notice to you, the change will apply to your existing account balance as well as to future transactions.

Either the Credit Union or you may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your charges you owe under this Agreement. The 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 by you or the Credit Union.

- 11. Credit 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 and creditors who inquire about your credit standing.
- 12. Returns and Adjustments.** Merchants and others who honor the 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 amount is \$1 or more, it will be refunded upon your written request or automatically after six months.
- 13. Foreign Transactions.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The rate of exchange between the Foreign Currency and U.S. Dollars used for the processing of International VISA® Transactions is the (i) wholesale market rate or (ii) government mandated rate in effect one day prior to the processing date, increased by one percent.
- 14. Merchant Disputes.** The Credit Union is 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 the Credit Union sent or participated in sending to you; or (b) your purchase costs more than \$50 and was made in your state within 100 miles of your home.

- 15. Effect of Agreement.** This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.
- 16. No Waiver.** The Credit Union can delay enforcing any of its rights any number of times without losing them.
- 17. 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.
- 18. Use of Financial Services.** Any financial service provided by ACCESS Federal Credit Union may be used for any transaction permitted by law. I agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or related service may be terminated at ACCESS Federal Credit Union's discretion. I further agree, should illegal use occur, to waive the right to sue ACCESS Federal Credit Union for such illegal activity directly or indirectly related to it. I also agree to indemnify and hold ACCESS Federal Credit Union harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.
- 19. Copy Received.** Retain a copy of this Agreement for your records.

**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 our address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent 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 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 30 days, unless we have corrected the error by then. Within 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 collect any amount you question, or report you as delinquent. We can continue to 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 while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and 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 delinquent. However, if our explanation does not satisfy you and you write to us within ten 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. Also, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 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 a credit 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 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; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

**Effective 10/1/01**  
**NOTICE TO THE BUYER**

1. Do not sign the credit card application until you have read this agreement or if it contains any blank space.
2. You may at any time pay your total indebtedness under this credit agreement
3. Your VISA® Card may not be used for any illegal transactions, such as unlawful gambling

CARD	Annual Percentage Rate for Purchases	Annual Percentage Rate for Cash Advances	Minimum Finance Charge	Grace period for repayment of balance for purchases	Method of computing the balance for purchases	Annual Membership Fee	Late Fee	Transaction fee for purchases	Over the Credit Limit Fee
VISA GOLD	9.9%	9.9%	\$ .50	25 days	Average daily balance, including new purchases	None	\$25.00	None	\$25.00
VISA CLASSIC	13.5%	13.5%	\$ .50	25 days	Average daily balance, including new purchases	None	\$25.00	None	\$25.00

Transaction fee for cash advances: None. Minimum finance charge: \$.50  
The information about the costs of the card described in this application is accurate as of 10/1/01.  
This information may have changed after that date. To find out what may have changed, call us at (315) 693-2000.