



PO Box 8005  
Bellevue, OH 44811  
(800) 276-5775  
www.Firelandsfcu.org

## MLA VISA® SIGNATURE CREDIT CARD DISCLOSURE

In this Agreement the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; "Card" means a VISA® credit card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means your VISA® credit card line of credit account with the Credit Union. The Lender is Firelands Federal Credit Union. Any reference to "us", "we", or "Credit Union" means Firelands Federal Credit Union or anyone to whom the Credit Union transfers this Agreement.

**1. 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, installment plans, plus "other charges") that you will have outstanding on your Account at any time. Each payment you make to your Account will restore your credit limit by the amount of the payment, unless you are over your credit limit. If you are over your credit limit, you must pay the amount you are over 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.

**2. Using the VISA® Signature Card.** You may use your Card to make purchases from merchants and others who accept VISA® Cards. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept VISA® Cards, and from some automated teller machines (ATMs), such as the VISA® ATM Network, that accept VISA® Cards. (Not all ATMs accept VISA® Cards.) 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. You agree not to make or permit to be made any illegal transactions on your Account through the use of a Card, a Check or in any other manner. Our Verified by VISA® is a unique service that uses a personal password to help protect your VISA card number(s) against unauthorized use while shopping online at participating stores. If you use your card to make purchases through the Internet, you may be requested to provide the three-digit security code on the reverse side of your card. You may not use your card for any Internet gambling transactions. **Refusal to Authorize Transactions:** We may decline any transaction on your Account for any of the following reasons: Operational matters; your Account is in default (including exceeding your credit line); suspected fraudulent, gambling or unlawful activity, or any other reason we choose. We are not responsible for any losses if a transaction on your Account is declined for any reason, either by us or a third party.

**3. Installment Plans.** A feature on your Account to pay for eligible transactions under an Installment Plan. An eligible transaction for an Installment Plan must be a purchase of at least a specified dollar amount and does not include a Purchase of cash or cash equivalent, a Purchase subject to Foreign Transaction Fees or any fee owed to us. Other exclusions may apply. You can only utilize an Installment Plan if you select an offered payment option and access the terms and conditions. The offer options will tell you the terms, including the APR, that will apply to that Installment Plan.

**4. Responsibility.** You agree 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. You agree not to authorize anyone to use your Account without the prior written consent of the Credit Union. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you made with the Credit Union. If this is a joint Account, Section 26 also applies to your Account.

**5. 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 or are unable to pay your obligations when they become due. You will be in default if you are in default on any other loan/debt that you have with this Credit Union. 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. 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 finance charges, at the periodic rate charged before default, until what you owe has been paid, and your shares and deposits pledged as security for your Account may be applied towards what you owe. If this Note is placed in the hands of an attorney for collection or if it is collected through any legal proceedings at law or in equity or in bankruptcy, receivership or other court proceedings, the Debtor, jointly and severally promises to pay all costs and expenses of collection.

**6. Liability for Unauthorized Use-Lost/Stolen Card Notification.** VISA® Cardholders must notify their financial institution immediately of any unauthorized use. You may be liable for the unauthorized use of your Card. Unless you have been negligent or engaged in fraud, 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. **You can notify the Credit Union by calling (800) 449-7728, or writing to Firelands Federal Credit Union, PO Box 8005, Bellevue OH 44811. If you give us notice orally, you will promptly confirm it in writing.** The Credit Union may require you to provide us certain information in writing to help us investigate any unauthorized use. We encourage you to file an appropriate police report if you believe your account was accessed without your authority. Do not use the Card or any Convenience Checks after you have notified the Credit Union, even if you find them or have them returned to you. **DO NOT USE YOUR ACCOUNT AFTER YOU NOTIFY US.** We may end your credit privileges and close your Account if we consider it appropriate.

Your VISA® Card may also receive the benefit of the VISA® Zero Liability Policy in certain circumstances, although we may change or withdraw such policy at any time. Under the VISA® Zero Liability Policy, you will generally not be liable for the unauthorized use of your VISA® Card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA® card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over the VISA® Network or to transactions using your Personal Identification Number which are not processed by the VISA® Network. We may impose greater liability if we reasonably determine that the unauthorized transaction was caused by your negligence or fraudulent action, which may include your delay for an unreasonable time in reporting unauthorized transactions. Individual provisional credit amounts may be withheld, delayed, limited, or rescinded by an issuer based on factors such as negligence or fraud, delay in reporting unauthorized use, investigation and verification of claim, and account standing and history.

You are liable for all transactions that you authorize. If you furnish another person with your VISA® Credit Card and PIN, any operable Code or access code, you will be responsible for all "electronic fund transfers" initiated by the person. Your responsibility pertains to transfers from which you may receive no benefit, and applies even though that person may not have actual authority to initiate a transfer or transfers an amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers. You agree (a) not to provide the PIN or the Card to any person or entity not authorized to use the PIN and the Card; (b) not to write your PIN on the Card or anything else likely to fall into the wrong hands, and not to do anything else that would cause or increase the risk of unauthorized or fraudulent use of the Card; and (c) to keep the Card and the PIN in a safe place and to otherwise protect the Card and PIN from fraudulent or unauthorized use. You also agree to notify us at once if you believe that your Card and/or your PIN has been lost, stolen, or used fraudulently or if you believe that any transaction is in error. You agree that we are not responsible for providing security guards or, unless required under applicable law, other security measures at Terminals.

The Credit Union specifically excludes from the Zero Liability policy a transaction made by a person authorized to transact business on the account and/or a transaction made by a cardholder that exceeds the authority given by the account owner.

Fraudulent or disputed charges must be reported to this Credit Union within 60 days from the date of the statement the charges appear. If you do not complete the required forms or if the dispute is reported invalid, the provisional credit may be removed from your account.

**7. Uniform Commercial Code Security.** You grant the Credit Union a common law security interest, and purchase money security interest under the Ohio Uniform Commercial Code in any goods purchased through your VISA® Credit Card Account. If you default, we will have the right to recover any of these goods for which payment has not been made.

**8. The ANNUAL PERCENTAGE RATE** you receive is determined based on your creditworthiness and will vary with the market based on the Prime Rate plus a margin. We will use the highest index rate available to us as of 30 days immediately preceding the billing cycle. The Credit Union may adjust the rate once each month effective the first day of the billing cycle. **APR** changes will reflect on the following month's statement. If the *Journal* is not published on the last day of the month, we use the *Journal* from the immediately preceding available date. If the *Wall Street Journal* ceases to publish the Index, we will choose a substitute index that is based upon comparable information and, if necessary, a substitute Margin, so that the change

in the index results in substantially the same rate as required under the previous index. For purchases, cash advances and balance transfers, we add a Margin to the Index to determine the **ANNUAL PERCENTAGE RATE**.

Your margin is determined using the following chart:

Beacon Score Range	Margin Added to Index
700 and above	8.4%

If the rate is not already rounded, we will then round to the nearest 1/4<sup>th</sup> of one percent. There is no limit in which the interest rate may increase or decrease at any Monthly change date, although the interest rate will never exceed 18.0% or the maximum allowed by law.

The Credit Union may, at its sole discretion, waive any **ANNUAL PERCENTAGE RATE** increase upon an interest rate change date, however, if the Credit Union waives one or more interest rate increases, it is not obligated to waive any other interest rate increases; reductions in the interest rate are mandatory. Interest rate increases

**9. Finance Charges.** You agree to pay the **FINANCE CHARGE** on your account. New purchases posted to your account in any billing cycle will not incur a finance charge during that cycle. A finance charge will accrue from the date of any posting of new purchases. A finance charge will accrue on new purchases on the first day of the next billing cycle, unless you paid the entire new balance or Interest Avoidance Balance on the previous cycle's billing statement by the payment due date on that statement. You may avoid an additional finance charge on purchases by paying the entire new balance off on the billing statement by the payment due date for that cycle period. A finance charge begins to accrue on cash advances from the date you receive the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later.

Finance charges for purchases are calculated differently than for cash advances. For purchases; the finance charge is computed by applying the periodic rate to the average daily balance of purchases. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases (excluding purchases posted during the billing cycle), and subtract all payments and/or credits received during that period. We also add the amount of any eligible Transaction under an Installment Plan as of the post date on your statement. If you moved an amount from another balance within your Account to an Installment Plan, we will credit the other balance in the amount you added to an Installment Plan in order to avoid double counting that amount. The result is the daily balance of purchases. We then add all the daily balances of purchases for the billing cycle and divide the total by the number of days in that billing cycle. That final figure is the average daily balance of purchases.

For cash advances and balance transfers, the finance charge is computed by applying the monthly periodic rate to the average daily balance of cash advances. To get the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. Then, we add all the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This is then the average daily balance of cash advances. Balance transfers are the equivalent of cash advances.

Cash Advances posted to your account begin to accrue a finance charge from the date you get the cash advance, or the first day of the billing cycle in which the cash advance is posted to your account. There is no period for cash advances in which interest will not accrue and there is no period in which you may make monthly payments without incurring interest on cash advances from the date those transactions are posted to your account.

Installment Plans are subject to a **FINANCE CHARGE** from the start of the Billing Period following the Billing Period when you create the Installment Plan.

You can avoid unplanned **FINANCE CHARGES** on purchases by paying the New Balance or the Interest Avoidance Balance in full each month by the due date. Cash advances and balance transfers are always subject to a **FINANCE CHARGE** from the later of the date they are posted to your account or from the first day of the billing cycle in which the transaction is posted to the account.

#### Military Lending Act Description of Payment Obligation

- Minimum monthly payments on each loan account are **2%** of the "principal balance" at the time that the billing statement is prepared. Your payment is rounded up to the nearest dollar, and will not be less than **\$10.00** (see section 10)
- Payments are due within **25** days of the billing statement close date (see section 10)
- If a payment is **10** days or more late, we can charge you **\$25.00** (see section 13)
- The maximum amount of your credit limit is \_\_\_\_\_. (see section 10)

#### Military Lending Act Disclosures

**Notice to Military Applicant:** The Credit Union is required to verbally explain the above Description of Payment Obligation to you either before or when you become obligated on this Note or you establish an account with us. You may also call the Credit Union toll free to have this information explained by calling (800) 276-5775 during normal business hours.

#### Military APR (MAPR)

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

**Military Lending Act (MLA) Statutory Lien.** If you owe us money as a borrower, co-borrower or guarantor, under certain circumstances federal or state statutes may grant us a statutory lien on funds deposited within covered borrowers' asset accounts. We may be able to exercise a statutory right to take a security interest in funds deposited in an account at any time, provided that the security interest is not otherwise prohibited by applicable law and we comply with the MLA regulations.

**10. Payments.** We will mail you a statement every month showing your Previous Balance, Credit Line Limit, the current transactions on your account, the remaining credit available under your Credit Line, the New Balances of purchases and cash advances, the Total New Balance, the Interest Avoidance Balance, any Installment Plans you have entered into, the **FINANCE CHARGE** due to date, and the Minimum Payment required. Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement. If your statement says the payment is "Now Due," your payment is due no later than the due date on the statement. You may pay more frequently, pay more than the minimum payment, pay the Interest Avoidance Balance, 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 (other than a credit balance). 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 (other than a credit balance). The minimum payment is 2.00% of your Total New Balance, but not less than \$10.00, plus any Installment plan minimum payment due amounts, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. If your balance is less than \$10.00, then the entire balance will be your payment. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit. Your payments will include any past due payments, over limit amounts, all applicable fees and costs and the current minimum amount due.

Your payments will be due within 25 days of the billing statement close date each month.

The maximum amount of your credit limit is \$\_\_\_\_\_.

**11. Minimum Payment Warning.** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

**12. Payment Allocation.** If you have balances with different interest rates, we will allocate payments and other credits and proceeds among the various segments of your account, and to charges and principal due within each segment, with, if applicable, Installment Plan minimum payment due before being applied to balances with higher **ANNUAL PERCENTAGE RATES** (APRs) before balances with lower APRs. Subject to applicable law, your payments thereafter may be applied to what you owe the Credit Union in any manner the Credit Union chooses.

**13. Late Fee.** Your payment must be received within 10 calendar days from the due date to be considered on time. A late charge of up to \$25.00 will be added to your account if we do not receive at least the minimum payment due within 10 calendar days from the due date. If the late minimum payment due is less than \$25.00, then the late fee shall be an amount equal to the amount of the late payment due. Example: The credit union's late fee is up to \$25.00, but if the late minimum payment due is only \$10.00, then we will charge a late fee of \$10.00. Your late fee will never exceed your minimum payment due. The credit union may not treat any payment as late (i.e., we may not charge a late payment fee) unless your periodic statement is mailed or delivered at least 21 days before the payment due date.

**14. Other Charges.**

- **Return Payment Fee:** A fee of \$20.00 will be assessed to your account for each payment that is returned for any reason, however we will not charge a returned payment fee in excess of the amount of the minimum payment that is due.
- **Statement Copy Fee:** A fee of \$2.00 will be assessed to your account for each copy of a statement that you request, unless your request is made in relation to a billing error made by the Credit Union.
- **Account Research Fee:** \$20.00 per hour.
- **Collection & Legal Fees:** You may be charged fees for collection of this account, including, but not limited to, reasonable court costs and actual attorney fees charged to the Credit Union by an attorney who is not employed solely by this Credit Union.

**15. Changing Terms of Your Account - Rules Regarding Rates, Fees, and Limits.** The Credit Union may change the terms of this Agreement from time to time by sending Notice of any significant negative change to you no less than 45 days before we increase your interest rate; change certain fees (such as annual fees, cash advance fees, and late fees) that apply to your account; or make other significant changes to the terms of your card.

The Credit Union does **not** have to send you a 45-day advance notice if:

- An increased APR, that will apply after a disclosed period of time, was disclosed at account opening;
- An increase in a variable APR as a result of the operation of an index;
- An increase in an APR due to the completion of a workout arrangement or failure to comply with a workout arrangement; or
- If a minimum payment is more than 60 days late, and the credit union provides a 45-day advance notice of the increased APR.

**Increased rates apply only to new charges.** If the credit union does raise your interest rate after the first year, the new rate will apply only to new charges you make, unless your minimum payment is 60 or more days late. If you have a balance, your old interest rate will apply to that balance, unless your minimum payment is 60 or more days late.

**OPT-OUT.** If this credit union is going to make changes to the terms of your card, we will give you the option to cancel the card before certain fee increases take effect. If you take that option, however, your credit card may be closed.

**16. Penalty Annual Percentage Rate.** A Penalty APR may be applied to your account if: (1) If your account is more than 3 payments delinquent; (2) If you go over your credit limit; (3) You make a payment that is returned; or (4) You do any of the above on another account that you have with us. If your APRs are increased for any of these reasons, the Penalty APR applied to transactions that occur after the increase may be applied indefinitely. For transactions that occurred prior to the effective date of the increase, the increase will apply until you make six consecutive minimum payments when due. We will send you a notice of any penalty rate increase and the effective date for any penalty rate increase.

- Beginning with the first payment due after the effective date for any penalty rate increase, if you make six consecutive required minimum monthly payments on or before the payment due date, the penalty rate will no longer apply to transactions that occurred prior to or within 14 days after we sent you the notice that the penalty rate would apply and the rate applicable to such transaction balances will be returned to the standard rate that would have otherwise been in effect.

**17. New Accounts.** Your credit card interest rate will not increase for the first 12 months after you open an account. After that, you will be sent a notice of rate increases at least 45 days before the change.

**18. Protections for Underage Consumers.** If you are under 21, you will need to show that you are able to make payments, or you will need a cosigner, in order to open a credit card account. If you are under age 21 and have a card with a cosigner and want an increase in the credit limit, your cosigner must agree in writing to the increase.

**19. The CARD Act applies to this VISA® Credit Card Agreement.** The Card Act provides restrictions on changes to your interest rate and changes to the account terms. The CARD Act does not place a limit on interest rates and fees.

**20. Terminating Your Account.** Either you or the Credit Union may terminate this agreement 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 by you or the Credit Union. The Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether you or the Credit Union terminate it. If this is a joint Account, Section 25 of this Agreement also applies to termination of the Account.

**21. Credit Information.** You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. You also authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

**22. 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 that 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 months.

**23. Additional Benefits/Card Enhancements.** The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

**24. Currency Conversion Fee and Foreign Transaction Fee.** If you effect a transaction with your VISA® Card in a currency other than U.S. Dollars, VISA® will convert the funds into U.S. Dollars and charge your account in U.S. Dollars. VISA® will use its currency conversion procedure, which is disclosed to institutions that issue VISA® cards.

The conversion rate used by VISA® to determine the transaction amount in U.S. Dollars for such foreign transactions is a rate set by Visa from the range of rates available in wholesale currency markets for the applicable Transaction, which rate may vary from the rate Visa itself receives; or the rate mandated by a government or a governing body in the country in which the Transaction occurred.

The applicable rate is the rate when the transaction occurs. The currency conversion rate used by VISA® Incorporated may vary from the rate VISA® itself receives and, may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

If there is no currency conversion but the transaction was completed by a financial institution located in a foreign country (what VISA® labels a "single-currency transaction") the International Service Assessment (ISA) is 1% of the transaction; including cash advances, purchases and credits to your account.

A "multi-currency" conversion is a "currency conversion" **and** an assessment of an International Service Assessment (ISA) fee.

If there is a "multi-currency" conversion, the ISA will continue to be 1.1% of the transaction. An international transaction is a transaction where the issuer's country (i.e., the card-issuing financial institution's country) is different than the merchant's country. Thus, for example, a transaction over the Internet could qualify as an international transaction. These fees will be charged to your VISA® account for each foreign transaction.

A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, Puerto Rico, and the U.S. Virgin Islands or U.S. Military bases, regardless of whether you are physically located inside or outside of the United States or initiate the transaction inside or outside the United States. The currency conversion rate used for a particular transaction will be the rate for the applicable currency on the date the transaction occurs. Each "transaction" completed can cause an additional foreign transaction fee to be incurred and billed to your VISA® card. Some purchases, such as online purchases from foreign merchants located in foreign currency, will incur foreign transaction fees. Even if your transaction is executed in U.S. Dollars, it may incur a foreign transaction fee if it is routed through a foreign financial institution.

Your "Foreign Transaction" fee is 1% of the transaction amount. Your Currency Conversion fee is an **additional** 1% of the transaction for the "Currency Conversion".

**25. 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 (unless a local law states that you do not have to make such an attempt), and your purchase cost more than \$50 and was made in your home state or within 100 miles of your home. These limits do not apply if we own or operate the merchant or, if we mailed you the advertisement for the services or product purchased.

**26. 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. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.

**27. Effect of Agreement.** This Agreement is the contract that 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.

**28. No Waiver.** The Credit Union can delay enforcing any of its rights any number of times without losing them.

**29. Statements and Other Notices.** The Credit Union will send you a monthly billing statement whenever there is activity on your account. Statements will be sent to you no less than 21 days before a payment is due. 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 authorized users of this account. You promise to inform us if you change your mailing address and we may rely upon the last address that you provided to us for purposes of sending notices to you concerning this account. Your monthly statement will show an itemized list of current charges (purchases and cash advances) and Convenience Check transactions to your account, your new balance, any Finance Charges, the minimum payment due, the interest avoidance balance, and the payment due date. In addition, it will show your current credit limit, payments and credits, a summary showing your purchases, installment plans and cash advances, the merchant, electronic terminal or financial institution at which transactions were made, as well as other information concerning your account. Sales, Cash Advance, Credit or other slips cannot be returned with any statement. You will retain a copy of such slip furnished at the time of the transaction in order to verify your monthly statement. Contact us at (800) 276-5775 with any questions.

**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 Firelands Federal Credit Union, PO Box 8005, Bellevue, OH 44811. Telephone numbers you provide include those you give us and/or those we obtain from caller ID processes. We may obtain telephone number, mailing address, and e-mail 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. These include calls to mobile, cellular, or similar devices, and calls using automatic dialing systems and/or pre-recorded 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; collecting on your Account; and providing you information about products and servicing.

**30. Governing Law.** This Agreement is governed solely by the laws of the State of Ohio and all extensions of credit and finance charges, including other charges assessed, are governed by the laws of the State of Ohio and federal law, as applicable.

**31. Copy Received.** You acknowledge that you have received a copy of this Agreement.

**32. Signatures.** By signing in the Signature area of the application form that was attached to this agreement when you received it, you agree to the terms of this Agreement. You should detach this Agreement from the application and retain it for your records.

**33. Business Days.** Our business days are Monday – Friday, excluding holidays. All transactions initiated after 5:00 pm are considered the next business day's transactions.

**34. Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**35. VISA® Check Uses.** If we authorize your account to use Convenience Checks, you can use VISA® Convenience Checks ("Checks" or "Check") to purchase goods and services. Use of the Checks is a cash advance on your Account and will be subject to the terms and conditions applicable to cash advances under this Agreement. You cannot authorize anyone else to use those Convenience Checks.

**36. VISA® Check Limitations.** The Credit Union is not required to honor a Check that will cause you to exceed your Credit Limit. The Credit Union will not pay a Check if, at the time the Check is presented, you are in default or your account has been suspended, terminated, or canceled. Each Check must be in the form issued to you. Checks may be used only by the person(s) whose name(s) is/are printed on the Check. You are responsible for all authorized use of the Checks. You may not use the Checks to pay any amount which you owe pursuant to this agreement.

**37. Stop Payment.** Provided such notice is timely so that the Credit Union shall have reasonable opportunity to act upon it under its rules, you may order stop payment on a check drawn on the account, other than one that has been guaranteed. In the event of an oral stop payment order, the order shall be valid for only fourteen (14) days thereafter, unless confirmed in writing. Written stop payment orders will remain in effect for only six (6) months, unless renewed in writing. You have the burden of establishing the fact and amount of any loss resulting from payment contrary to a binding stop payment order. The Credit Union will charge a fee per Check when a stop payment is placed on a Check(s), which will be billed to your Account.

**38. Surrender of VISA® Checks.** The Checks are Credit Union property. The Credit Union reserves the right to revoke them at any time. You agree to return them upon request.

**39. Membership Requirements.** All primary applicant(s) must maintain a Credit Union primary share account with the required minimum balance. Failure to maintain a primary share account(s) will result in the termination of the credit card limit and the balance will be due in full.

#### USA PATRIOT ACT

In accordance with the USA PATRIOT ACT, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account. This includes all personal and commercial accounts including loan and deposit accounts, as well as trust, brokerage, insurance, and investment management accounts.

#### What This Means To Our Members

When you open an account, you will be asked for your name, address, social security or tax identification number, date of birth (if applicable) and other information that will allow Firelands Federal Credit Union to identify you. You will also be asked to furnish your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current member of Firelands Federal Credit Union.

## YOUR BILLING RIGHTS - Keep This Notice For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the address listed on your statement.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** 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.
- 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.

### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. 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.
2. 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.

### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your 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 purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your 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 we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit 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. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us **in writing** at Firelands Federal Credit Union, PO Box 8005, Bellevue, OH 44811.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

## Account Opening Disclosure **Visa® Signature**

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>10.40%</b> Your APR will vary with the market based on the Prime Rate*
<b>APR for Balance Transfers</b>	<b>10.40%</b> Your APR will vary with the market based on the Prime Rate*
<b>APR for Cash Advances</b>	<b>10.40%</b> Your APR will vary with the market based on the Prime Rate*
<b>Penalty APR and when it Applies</b>	<p><b>18.0%</b> Your APR will vary with the market based on the Prime Rate*</p> <p>This APR may be applied to your account if you:</p> <ol style="list-style-type: none"> <li>1) If your account is more than 3 payments delinquent;</li> <li>2) Go over your credit limit;</li> <li>3) Make a payment that is returned; or</li> <li>4) Do any of the above on another account that you have with us.</li> </ol> <p>How long will the Penalty APR Apply? If your APRs are increased for any of these reasons, the Penalty APR applied to transactions that occur after the increase may be applied indefinitely. For transactions that occurred prior to the effective date of the increase, the increase will apply until you make six consecutive minimum payments when due.</p>
<b>How to Avoid Paying Unplanned Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any unplanned interest on purchases if you pay your entire balance or Interest Avoidance Balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, there is no minimum interest charge.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>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: <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
Military APR (MAPR)	
<p>Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).</p> <p><b>Notice to Military Applicant:</b> The Credit Union is required to verbally explain the Description of Payment Obligation to you either before or when you become obligated on this Note or you establish an account with us. You may also call the Credit Union toll free to have this information explained by calling (800) 276-5775 during normal business hours.</p>	

Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• Balance Transfer</li> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul>	<p><b>None</b></p> <p><b>None</b></p> <p><b>1.1%</b> of each multiple currency transaction in U.S. dollars.</p> <p><b>1%</b> of each single currency transaction in U.S. dollars</p>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> </ul>	<p>Up to <b>\$25</b></p> <p>Up to <b>\$20</b></p>
<b>Other Fees</b> <ul style="list-style-type: none"> <li>• Account Research Fee</li> <li>• Statement Copy Fee</li> </ul>	<p><b>\$20</b> per hour</p> <p><b>\$2</b> per statement</p>

**How we will calculate your balance:** We use the method called "average daily balance (including new purchases, cash advances, and balance transfers, and eligible transactions under the Installment Plan)." See your account agreement for more details.

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

### Other Disclosures

Late Payment: Up to **\$25** or the amount of the required minimum payment, whichever is less, if we do not receive your payment by the due date listed on your billing statement.

Returned Payment: Up to **\$20** or the amount of the required minimum payment, whichever is less.

Balance transfers may not be used to repay existing Firelands Federal Credit Union loan products.

Your **Annual Percentage Rate (APR)** is a variable rate of interest that is based on your credit worthiness. We may apply the Penalty APR if you make a late payment. Balance transfers may not be used to repay existing Firelands Federal Credit Union loan products.

\*The Prime Rate used to determine your APR is the rate published in the Wall Street Journal as of 30 days immediately preceding the billing cycle. Our rate cap is 18%.

# Account Opening Disclosure

(Continued)

**Margin Information:** Your margin is determined using the following chart:

Beacon Score Range	Margin Added to Index
760 and above	8.4%

**Variable Rate Information:** Your **ANNUAL PERCENTAGE RATE** may change on a monthly basis as of 30 days immediately preceding the billing cycle. Any such change will correspond to an Index. The Index is the highest Prime Rate of Interest published daily in the Wall Street Journal's listing of "Money Rates" (the "Index").

The **ANNUAL PERCENTAGE RATE** you receive is determined based on your creditworthiness and will vary with the market based on the Prime Rate plus a margin. We will use the highest index rate available to us as of 30 days immediately preceding the billing cycle. The Credit Union may adjust the rate once each month effective the first day of the billing cycle. **APR** changes will reflect on the following month's statement. If the *Journal* is not published on the last day of the month, we use the *Journal* from the immediately preceding available date.

**Rates, fees, and terms may change:** Subject to the Military Lending Act restrictions, we may change the rates, fees, and terms of your account at any time for any reason. These reasons may be based on information in your credit report, such as your failure to make payments to other creditors when due, amounts owed to other creditors, the number of credit accounts outstanding or the number of credit inquiries. These reasons may also include competitive or market-related factors. If we make a change for any of these reasons, you will receive a 45-day advance notice in writing and a right to opt out in accordance with applicable law.

**Collection & Legal Fees:** You may be charged fees for collection of this account, including, but not limited to, reasonable court costs and actual attorney fees charged to the Credit Union by an attorney who is not employed solely by this Credit Union.