FIRELANDS Federal Credit Union

# Visa® Credit Cards

| Interest Rate and Interest Charges | Visa® Credit Cards |
|---|---|
| **Annual Percentage Rate (APR) for Purchases** | **For Visa Platinum: 11.90%** to **18.00%** based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate*.<br><br>**For Visa Platinum with Rewards: 12.90%** to **18.00%** based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate*.<br><br>**For Visa Signature with Premium Rewards: 15.40%** to **18.00%** based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate*. |
| **APR for Balance Transfers** | **For Visa Platinum: 11.90%** to **18.00%** based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate*.<br><br>**For Visa Platinum with Rewards: 12.90%** to **18.00%** based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate*.<br><br>**For Visa Signature with Premium Rewards: 15.40%** to **18.00%** based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate*. |
| **APR for Cash Advances** | **For Visa Platinum: 11.90%** to **18.00%** based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate*.<br><br>**For Visa Platinum with Rewards: 12.90%** to **18.00%** based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate*.<br><br>**For Visa Signature with Premium Rewards: 15.40%** to **18.00%** based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate*. |
| **Penalty APR and When it Applies** | **18.00%**<br>**This APR will vary with the market based on the Prime Rate.**<br><br>This APR may be applied if You:<br>1) If your account becomes three (3) payments past due;<br>2) Go over Your Credit Limit;<br>3) Make a payment that is returned; or<br>4) Do any of the above on another account that You have with Us.<br><br>**How Long Will The Penalty APR Apply?** If Your APRs are increased for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due. |
| **How to Avoid Paying Interest** | Your due date is at least **25** days after the close of each billing cycle. We will not charge you interest on retail purchases if you pay your entire balance by the due date. |
| **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 http://www.consumerfinance.gov/learnmore.** |
| **Fees** | **Visa® Credit Cards** |
| **Annual Fee** | **None** |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advances<br>• Foreign Transaction | <br>None<br>None<br>Up to **1.1%** of the U.S. dollar amount of each transaction made in a foreign currency or made in U.S. Dollars that is processed outside the United States.<br>**1%** of each single currency transaction in U.S. dollars. |
| **Penalty Fees**<br>• Late Payment<br>• Over-the-Credit-Limit<br>• Returned Payment | <br>Up to **$25.00**<br>None<br>Up to **$20.00** |
| **Other Fees** | None |

**How We Will Calculate Your Balance:** We use a method called "average daily balance" (excluding new purchases). *An explanation of this method is provided in the Credit Card Agreement you received at account opening.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the Credit Card Agreement you received at account opening.

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

# VISA® PLATINUM DISCLOSURE

This VISA® Platinum Credit Card Disclosure is effective as of October 20, 2023. This information may change after that date. To find out what may have changed, please contact the Credit Union at the above address or phone number or email us through the web at https://www.firelandsfcu.org/.

In this Agreement the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; "VISA® Platinum Card" or "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, and "Credit Union" means the Credit Union whose name appears on this Agreement 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, less finance and other charges, 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® Platinum Card.** Cash advances may be obtained from the Credit Union, from other financial institutions that accept VISA® Cards, or from some automated teller machines (ATMs) that accept VISA® Cards. You agree not to make or permit to be made any illegal transaction on your Account through the use of a Card, a Check, or in any other manner. We may deny authorization for any Internet gambling transactions. If a charge for illegal or gaming purposes is approved and processed, you will be responsible for the charge. **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 24 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.** If your Card or Convenience Checks are lost or stolen, or if you suspect someone used or may use them without your permission, you must notify the Credit Union IMMEDIATELY at by calling **(800) 449-7728** or write to us at PO Box 679, Monroeville, OH 44847. If notice is given 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. 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 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.

Visa's "Zero Liability" Policy: You will generally not be liable for the unauthorized use of your VISA® Platinum Card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA® debit card. This additional limit on liability does not apply to ATM transactions outside of the U.S. 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 gross 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 gross negligence or fraud, delay in reporting unauthorized use, investigation and verification of claim, and account standing and history.

You will have no liability for unauthorized use of your Card, Convenience Checks or other Access Devices for non-ATM transactions made over the VISA® Network if the following conditions are met: (1) You have not been grossly negligent; and (2) You have not committed, participated in or conspired to commit any fraudulent act or scheme involving the use of your VISA® credit card account. *Limited Liability:* For transactions on other networks or ATM transactions, you may be liable for unauthorized transactions using 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® 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.

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.

**7. Security Interest in Share Deposits.** As a condition of us granting you credit under this agreement, you hereby grant us a security interest in all present and future shares and deposits with credit union except Individual Retirement Account(s) and other accounts which provide tax benefits under federal or state law to secure this VISA® account. Upon default under this agreement you agree that we may apply any or all of your shares and deposits to pay amounts due, or to pay the entire balance due on the account under this agreement. You also grant us a security interest in collateral (other than real estate or your residence) securing other loans with this Credit Union to secure credit under this agreement, whether existing now or in the future, except your household goods and your primary residence.

**8. Purchase Money Security Interest.** To secure your 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 throughout our application of your payments in the manner described below in the **FINANCE CHARGES** paragraph. To secure Card account, Cardholder grants the Credit Union a security interest in any of the Cardholder's property, except for a home, currently or hereafter held by the Credit Union, and in addition, Cardholder pledges to the Credit Union a lien upon and a security interest in all of Cardholder's shares in the Credit Union, whether now owned or hereafter acquired.

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**9. Finance Charges:** You agree to pay the **FINANCE CHARGE** on your account. A **FINANCE CHARGE** computed on a monthly periodic rate ("MPR") will begin to accrue for new Purchases, if you do not pay the New Balance or Interest Avoidance Balance, in full within 25 days after the billing date of the statement on which the new Purchases first appear according to the Grace Period above. A **FINANCE CHARGE** computed on a monthly periodic rate ("MPR") will begin to accrue on the transaction date of Cash Advance(s), Balance Transfer(s) or Purchases (except as provided above), or the first day of the billing cycle, whichever is later, and will continue to be imposed until you have paid any outstanding balance in full. The Credit Union calculates the **FINANCE CHARGE** as follows:

**a.** The **FINANCE CHARGE** will be figured by applying the monthly periodic rate to the average daily principal balance of Purchases, Cash Advances and Balance Transfers. Your Annual Percentage Rate (APR) is determined based on your creditworthiness and will be provided to you separately either in writing or electronically at the time your credit card is approved.

| **VISA® Platinum APR = Prime + Margin** |
|---|
| Prime Rate + 4.9% to 12.9% |

Rates are variable and subject to change. Maximum **APR** is **18%**. Your **ANNUAL PERCENTAGE RATE (APR)** will be calculated by adding the margin above to the Prime rate as published in the Wall Street Journal 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.

**b.** To get the total average daily balance on your Account, we take the beginning balance of your Account each day, add any new Purchases and Cash Advances, unpaid **FINANCE CHARGE**, current late payment fees, and other fees, and subtract any payments or credits. This is your daily balance. Then we add up all the daily balances for the billing cycle and divide that total by the number of days in the billing cycle. This gives you the average daily balance. This determines the balance subject to the **FINANCE CHARGE.**

- **Purchases.** You can avoid a **FINANCE CHARGE** on purchases by paying the full amount of the entire balance owed each month by the due date on your statement. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to your account, will be subject to **FINANCE CHARGE**.
- **Cash advances** are always subject to **FINANCE CHARGE** from the transaction date. The **FINANCE CHARGE** (interest on purchases) is calculated at the monthly periodic rate ("MPR") determined from the **ANNUAL PERCENTAGE RATE** on the average daily principal balance.
- **Balance Transfers.** Balance Transfers are subject to a **FINANCE CHARGE** from the date the transfer is posted to your account.
- **Installment Plans.** Instalment Plans are subject to a **FINANCE CHARGE** from the start of the Billing Period following the Billing Period when you create the Installment Plan.

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 transacted. 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 made.

In the case of any transactions under your account, the balances subject to the periodic **FINANCE CHARGE** are the average daily transactions balances outstanding during the month (excluding new purchase transactions). To get the average daily balance, we take the beginning balance of your account each day, increased by any new cash advances, balance transfers, insurance premiums, debit adjustments or other charges we make during the same period, reduced by payments you make and credits we apply and unpaid **FINANCE CHARGES**. 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. This gives us the daily balances for the billing cycle. The **FINANCE CHARGE** for a billing cycle is computed by multiplying the average daily balance subject to a **FINANCE CHARGE** by the Monthly Periodic Rate.

Your due date is at least 25 days after the close of each billing cycle. You can avoid unplanned **FINANCE CHARGES** on purchases by paying the New Balance or the Interest Avoidance Balance owed each month by the due date. Otherwise, the new balance of purchases plus subsequent purchases from the date they are posted to your account will be subject to a **FINANCE CHARGE**. 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.

**10. Monthly Payment.** 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 25 days from the statement closing date. 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).

**11. Minimum Payment.** The minimum monthly payment will be either (a) 3% of your Total New Balance, or $10.00, whichever is greater, or (b) your Total New Balance, if it is less than $10.00 plus (c) any Installment Plan minimum payment due amounts, plus (d) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. The Credit Union 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. Except as required by law, we may apply your payments at our discretion and in any order to unpaid fees and charges, unpaid Periodic **FINANCE CHARGES**, outstanding purchase balances, and Cash Advances. However, any portion of your payment in excess of the required Minimum Payment will be applied first to the balance subject to the highest **ANNUAL PERCENTAGE RATE** and any remaining portion will be applied to the other balances in descending order based upon the applicable **ANNUAL PERCENTAGE RATE**.

**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, if applicable, Instalment Plan minimum payment due before being applied to balances with higher **ANNUAL PERCENTAGE RATES** (APRs) before balances with lower APRs.

**13. 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.

**14. Late Fee & Returned Payment Fee.** Your payment must be received by the due date to be considered on time. Our late fee is up to $25.00 for payments 10 days or more past due; however, we may not charge a late fee in excess of the amount of the late payment that is due. 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. **Returned Payment Fee.** A returned payment fee of up to $20.00 will be charged if your payment is returned for any reason, however, we may not charge a returned payment fee in excess of the amount of the payment that is due. If the minimum payment due is less than $20.00, then the returned payment fee shall be an amount equal to the amount of the payment due.

**15. 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

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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.

**16. Annual Fees.** There is no annual fee for the Platinum VISA® Card.

**17. Collection Charges.** 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, you promise to pay all costs and expenses of collection. Interest will continue to accrue during the course of collection, until paid in full, with all interest, fees and costs assessed.

**18. 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) is1% 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”.

**19. 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
- 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.

**20. New Accounts.** If this is a new account, your credit card interest rate will not increase for the first 12 months, unless the increase is a result of imposition of an interest rate penalty after you open an account. See Section 15 of this agreement. After that, you will be sent a notice of rate increases at least 45 days before the change.

**21. 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.

**22. 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.

**23. 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. To terminate, you must do so in writing to Firelands Federal Credit Union, P.O. Box 8005, Bellevue, OH 44811. 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, the next Section of this Agreement also applies to termination of the Account.

**24. 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. Termination by one account owner shall also serve to terminate the account privileges for all joint owners.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

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

**31. 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

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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, P.O. Box 679, Monroeville, OH 44847. 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.

**32. Governing Law.** Except to the extent that the laws of the U.S. may apply to the terms hereof, the substantive laws of the State of Ohio shall govern the validity, construction, enforcement and interpretation of this Agreement.

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

**34. Pledge of Shares & Savings. If you have signed a separate Share Pledge Agreement, you give the Credit Union a specific pledge of shares and your pledged shares will secure your VISA® Balance on this Account. You may not withdraw amounts that have been specifically pledged to secure your Account until the Credit Union agrees to release all or part of the pledged amount. In addition, your Account is secured by all other shares you have in any individual or joint account with the Credit Union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this agreement. You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on this VISA® Account if you should default. Collateral securing other loans you have with the Credit Union also secures this VISA® account balance, if any, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.**

**35. Business Days.** Our business days are Monday – Friday, excluding holidays.

**36. VISA® Check Uses.** 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.

**37. 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.

**38. 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.

**39. 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.

**40. Firelands Federal Credit Union Membership Requirements.** All primary applicant(s) must maintain a Firelands Federal 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.

## 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:

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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 the address listed on your statement.
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.

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

# VISA® PLATINUM REWARD DISCLOSURE

This VISA® Platinum Reward Credit Card Disclosure is effective as of October 20, 2023. This information may change after that date. To find out what may have changed, please contact the Credit Union at the above address or phone number or email us through the web at https://www.firelandsfcu.org/.

In this Agreement the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; "VISA® Platinum Reward Card" or "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, and "Credit Union" means the Credit Union whose name appears on this Agreement 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, less finance and other charges, 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® Platinum Reward Card.** Cash advances may be obtained from the Credit Union, from other financial institutions that accept VISA® Cards, or from some automated teller machines (ATMs) that accept VISA® Cards. You agree not to make or permit to be made any illegal transaction on your Account through the use of a Card, a Check, or in any other manner. We may deny authorization for any Internet gambling transactions. If a charge for illegal or gaming purposes is approved and processed, you will be responsible for the charge. **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 24 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.** If your Card or Convenience Checks are lost or stolen, or if you suspect someone used or may use them without your permission, you must notify the Credit Union IMMEDIATELY at by calling **(800) 449-7728** or write to us at PO Box 679, Monroeville, OH 44847. If notice is given 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. 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 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.

Visa's "Zero Liability" Policy: You will generally not be liable for the unauthorized use of your VISA® Platinum Reward Card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa debit card. This additional limit on liability does not apply to ATM transactions outside of the U.S. 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 gross 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 gross negligence or fraud, delay in reporting unauthorized use, investigation and verification of claim, and account standing and history.

You will have no liability for unauthorized use of your Card, Convenience Checks or other Access Devices for non-ATM transactions made over the VISA Network if the following conditions are met: (1) You have not been grossly negligent; and (2) You have not committed, participated in or conspired to commit any fraudulent act or scheme involving the use of your VISA credit card account. *Limited Liability:* For transactions on other networks or ATM transactions, you may be liable for unauthorized transactions using 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 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.

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.

**7. Security Interest in Share Deposits.** As a condition of us granting you credit under this agreement, you hereby grant us a security interest in all present and future shares and deposits with credit union except Individual Retirement Account(s) and other accounts which provide tax benefits under federal or state law to secure this VISA® account. Upon default under this agreement you agree that we may apply any or all of your shares and deposits to pay amounts due, or to pay the entire balance due on the account under this agreement. You also grant us a security interest in collateral (other than real estate or your residence) securing other loans with this Credit Union to secure credit under this agreement, whether existing now or in the future, except your household goods and your primary residence.

**8. Purchase Money Security Interest.** To secure your 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 throughout our application of your payments in the manner described below in the **FINANCE CHARGES** paragraph. To secure Card account, Cardholder grants the Credit Union a security interest in any of the Cardholder's property, except for a home, currently or hereafter held by the Credit Union, and in addition, Cardholder pledges to the Credit Union a lien upon and a security interest in all of Cardholder's shares in the Credit Union, whether now owned or hereafter acquired.

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**9. Finance Charges:** You agree to pay the **FINANCE CHARGE** on your account. A **FINANCE CHARGE** computed on a monthly periodic rate ("MPR") will begin to accrue for new Purchases, if you do not pay the Interest Avoidance Balance in full within 25 days after the billing date of the statement on which the new Purchases first appear according to the Grace Period above. A **FINANCE CHARGE** computed on a monthly periodic rate ("MPR") will begin to accrue on the transaction date of Cash Advance(s), Balance Transfer(s) or Purchases (except as provided above), or the first day of the billing cycle, whichever is later, and will continue to be imposed until you have paid any outstanding balance in full. The Credit Union calculates the **FINANCE CHARGE** as follows:

**a.** The **FINANCE CHARGE** will be figured by applying the monthly periodic rate to the average daily principal balance of Purchases, Cash Advances and Balance Transfers. Your Annual Percentage Rate (APR) is determined based on your creditworthiness and will be provided to you separately either in writing or electronically at the time your credit card is approved.

| **VISA® Platinum Reward APR = Prime + Margin** |
|---|
| Prime Rate + 5.9% to 13.9% |

Rates are variable and subject to change. Maximum **APR** is **18%**. Your **ANNUAL PERCENTAGE RATE (APR)** will be calculated by adding the margin above to the Prime rate as published in the Wall Street Journal 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.

**b.** To get the total average daily balance on your Account, we take the beginning balance of your Account each day, add any new Purchases and Cash Advances, unpaid **FINANCE CHARGE**, current late payment fees, and other fees, and subtract any payments or credits. This is your daily balance. Then we add up all the daily balances for the billing cycle and divide that total by the number of days in the billing cycle. This gives you the average daily balance. This determines the balance subject to the **FINANCE CHARGE.**

- **Purchases.** You can avoid a **FINANCE CHARGE** on purchases by paying the full amount of the entire balance owed each month by the due date on your statement. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to your account, will be subject to **FINANCE CHARGE**.
- **Cash advances** are always subject to **FINANCE CHARGE** from the transaction date. The **FINANCE CHARGE** (interest on purchases) is calculated at the monthly periodic rate ("MPR") determined from the **ANNUAL PERCENTAGE RATE** on the average daily principal balance.
- **Balance Transfers.** Balance Transfers are subject to a **FINANCE CHARGE** from the date the transfer is posted to your account.
- **Installment Plans.** Instalment Plans are subject to a **FINANCE CHARGE** from the start of the Billing Period following the Billing Period when you create the Installment Plan.

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 transacted. 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 made.

In the case of any transactions under your account, the balances subject to the periodic **FINANCE CHARGE** are the average daily transactions balances outstanding during the month (excluding new purchase transactions). To get the average daily balance, we take the beginning balance of your account each day, increased by any new cash advances, balance transfers, insurance premiums, debit adjustments or other charges we make during the same period, reduced by payments you make and credits we apply and unpaid **FINANCE CHARGES**. 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. This gives us the daily balances for the billing cycle. The **FINANCE CHARGE** for a billing cycle is computed by multiplying the average daily balance subject to a **FINANCE CHARGE** by the Monthly Periodic Rate.

Your due date is at least 25 days after the close of each billing cycle. You can avoid unplanned **FINANCE CHARGES** on purchases by paying the New Balance or the Interest Avoidance Balance owed each month by the due date. Otherwise, the new balance of purchases plus subsequent purchases from the date they are posted to your account will be subject to a **FINANCE CHARGE**. 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.

**10. Monthly Payment.** 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 25 days from the statement closing date. 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).

**11. Minimum Payment.** The minimum monthly payment will be either (a) 3% of your Total New Balance, or $10.00, whichever is greater, or (b) your Total New Balance, if it is less than $10.00 plus (c) any Installment Plan minimum payment due amounts, plus (d) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. The Credit Union 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. Except as required by law, we may apply your payments at our discretion and in any order to unpaid fees and charges, unpaid Periodic **FINANCE CHARGES**, outstanding purchase balances, and Cash Advances. However, any portion of your payment in excess of the required Minimum Payment will be applied first to the balance subject to the highest **ANNUAL PERCENTAGE RATE** and any remaining portion will be applied to the other balances in descending order based upon the applicable **ANNUAL PERCENTAGE RATE**.

**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, if applicable, Instalment Plan minimum payment due before being applied to balances with higher **ANNUAL PERCENTAGE RATES** (APRs) before balances with lower APRs.

**13. 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.

**14. Late Fee & Returned Payment Fee.** Your payment must be received by the due date to be considered on time. Our late fee is up to $25.00 for payments 10 days or more past due; however, we may not charge a late fee in excess of the amount of the late payment that is due. 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. **Returned Payment Fee.** A returned payment fee of up to $20.00 will be charged if your payment is returned for any reason, however, we may not charge a returned payment fee in excess of the amount of the payment that is due. If the minimum payment due is less than $20.00, then the returned payment fee shall be an amount equal to the amount of the payment due.

**15. 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

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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.

**16. Annual Fees.** There is no annual fee for the Platinum Reward VISA® Card.

**17. Collection Charges.** 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, you promise to pay all costs and expenses of collection. Interest will continue to accrue during the course of collection, until paid in full, with all interest, fees and costs assessed.

**18. 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) is1% 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”.

**19. 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
- 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.

**20. New Accounts.** If this is a new account, your credit card interest rate will not increase for the first 12 months, unless the increase is a result of imposition of an interest rate penalty after you open an account. See Section 15 of this agreement. After that, you will be sent a notice of rate increases at least 45 days before the change.

**21. 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.

**22. 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.

**23. 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. To terminate, you must do so in writing to Firelands Federal Credit Union, P.O. Box 8005, Bellevue, OH 44811. 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, the next Section of this Agreement also applies to termination of the Account.

**24. 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. Termination by one account owner shall also serve to terminate the account privileges for all joint owners.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

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

**31. 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

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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, P.O. Box 679, Monroeville, OH 44847. 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.

**32. Governing Law.** Except to the extent that the laws of the U.S. may apply to the terms hereof, the substantive laws of the State of Ohio shall govern the validity, construction, enforcement and interpretation of this Agreement.

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

**34. Pledge of Shares & Savings. If you have signed a separate Share Pledge Agreement, you give the Credit Union a specific pledge of shares and your pledged shares will secure your VISA® Balance on this Account. You may not withdraw amounts that have been specifically pledged to secure your Account until the Credit Union agrees to release all or part of the pledged amount. In addition, your Account is secured by all other shares you have in any individual or joint account with the Credit Union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this agreement. You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on this VISA® Account if you should default. Collateral securing other loans you have with the Credit Union also secures this VISA® account balance, if any, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.**

**35. Business Days.** Our business days are Monday – Friday, excluding holidays.

**36. VISA® Check Uses.** 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.

**37. 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.

**38. 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.

**39. 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.

**40. Firelands Federal Credit Union Membership Requirements.** All primary applicant(s) must maintain a Firelands Federal 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.

## 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 the address listed on your statement.

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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.

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

# VISA® SIGNATURE DISCLOSURE

This VISA® Signature Credit Card Disclosure is effective as of November 2, 2023. This information may change after that date. To find out what may have changed, please contact the Credit Union at the above address or phone number or email us through the web at www.firelandsfcu.org

In this Agreement the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; "VISA® Signature Card" or "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, and "Credit Union" means the Credit Union whose name appears on this Agreement 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, less finance and other charges, 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.** Cash advances may be obtained from the Credit Union, from other financial institutions that accept VISA® Cards, or from some automated teller machines (ATMs) that accept VISA® Cards. You agree not to make or permit to be made any illegal transaction on your Account through the use of a Card, a Check, or in any other manner. We may deny authorization for any Internet gambling transactions. If a charge for illegal or gaming purposes is approved and processed, you will be responsible for the charge. **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 24 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.** If your Card or Convenience Checks are lost or stolen, or if you suspect someone used or may use them without your permission, you must notify the Credit Union IMMEDIATELY at by calling **(800) 449-7728** or write to us at PO Box 679, Monroeville, OH 44847. If notice is given 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. 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 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.

Visa's "Zero Liability" Policy: You will generally not be liable for the unauthorized use of your VISA® Signature Card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa debit card. This additional limit on liability does not apply to ATM transactions outside of the U.S. 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 gross 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 gross negligence or fraud, delay in reporting unauthorized use, investigation and verification of claim, and account standing and history.

You will have no liability for unauthorized use of your Card, Convenience Checks or other Access Devices for non-ATM transactions made over the VISA Network if the following conditions are met: (1) You have not been grossly negligent; and (2) You have not committed, participated in or conspired to commit any fraudulent act or scheme involving the use of your VISA credit card account. *Limited Liability:* For transactions on other networks or ATM transactions, you may be liable for unauthorized transactions using 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 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.

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.

**7. Security Interest in Share Deposits.** As a condition of us granting you credit under this agreement, you hereby grant us a security interest in all present and future shares and deposits with credit union except Individual Retirement Account(s) and other accounts which provide tax benefits under federal or state law to secure this VISA® account. Upon default under this agreement you agree that we may apply any or all of your shares and deposits to pay amounts due, or to pay the entire balance due on the account under this agreement. You also grant us a security interest in collateral (other than real estate or your residence) securing other loans with this Credit Union to secure credit under this agreement, whether existing now or in the future, except your household goods and your primary residence.

**8. Purchase Money Security Interest.** To secure your 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 throughout our application of your payments in the manner described below in the **FINANCE CHARGES** paragraph. To secure Card account, Cardholder grants the Credit Union a security interest in any of the Cardholder's property, except for a home, currently or hereafter held by the Credit Union, and in addition, Cardholder pledges to the Credit Union a lien upon and a security interest in all of Cardholder's shares in the Credit Union, whether now owned or hereafter acquired.

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**9. Finance Charges:** You agree to pay the **FINANCE CHARGE** on your account. A **FINANCE CHARGE** computed on a monthly periodic rate ("MPR") will begin to accrue for new Purchases, if you do not pay the New Balance or Interest Avoidance Balance, in full within 25 days after the billing date of the statement on which the new Purchases first appear according to the Grace Period above. A **FINANCE CHARGE** computed on a monthly periodic rate ("MPR") will begin to accrue on the transaction date of Cash Advance(s), Balance Transfer(s) or Purchases (except as provided above), or the first day of the billing cycle, whichever is later, and will continue to be imposed until you have paid any outstanding balance in full. The Credit Union calculates the **FINANCE CHARGE** as follows:

**a.** The **FINANCE CHARGE** will be figured by applying the monthly periodic rate to the average daily principal balance of Purchases, Cash Advances and Balance Transfers. Your Annual Percentage Rate (APR) is determined based on your creditworthiness and will be provided to you separately either in writing or electronically at the time your credit card is approved.

| **VISA® Signature APR = Prime + Margin** |
|---|
| Prime Rate + 8.4% |

Rates are variable and subject to change. Maximum **APR** is **18%**. Your **ANNUAL PERCENTAGE RATE (APR)** will be calculated by adding the margin above to the Prime rate as published in the Wall Street Journal 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.

**b.** To get the total average daily balance on your Account, we take the beginning balance of your Account each day, add any new Purchases and Cash Advances, unpaid **FINANCE CHARGE**, current late payment fees, and other fees, and subtract any payments or credits. This is your daily balance. Then we add up all the daily balances for the billing cycle and divide that total by the number of days in the billing cycle. This gives you the average daily balance. This determines the balance subject to the **FINANCE CHARGE.**

- **Purchases.** You can avoid a **FINANCE CHARGE** on purchases by paying the full amount of the entire balance owed each month by the due date on your statement. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to your account, will be subject to **FINANCE CHARGE**.
- **Cash advances** are always subject to **FINANCE CHARGE** from the transaction date. The **FINANCE CHARGE** (interest on purchases) is calculated at the monthly periodic rate ("MPR") determined from the **ANNUAL PERCENTAGE RATE** on the average daily principal balance.
- **Balance Transfers.** Balance Transfers are subject to a **FINANCE CHARGE** from the date the transfer is posted to your account.
- **Installment Plans.** Instalment Plans are subject to a **FINANCE CHARGE** from the start of the Billing Period following the Billing Period when you create the Installment Plan.

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 transacted. 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 made.

In the case of any transactions under your account, the balances subject to the periodic **FINANCE CHARGE** are the average daily transactions balances outstanding during the month (excluding new purchase transactions). To get the average daily balance, we take the beginning balance of your account each day, increased by any new cash advances, balance transfers, insurance premiums, debit adjustments or other charges we make during the same period, reduced by payments you make and credits we apply and unpaid **FINANCE CHARGES**. 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. This gives us the daily balances for the billing cycle. The **FINANCE CHARGE** for a billing cycle is computed by multiplying the average daily balance subject to a **FINANCE CHARGE** by the Monthly Periodic Rate.

Your due date is at least 25 days after the close of each billing cycle. You can avoid unplanned **FINANCE CHARGES** on purchases by paying the New Balance or the Interest Avoidance Balance owed each month by the due date. Otherwise, the new balance of purchases plus subsequent purchases from the date they are posted to your account will be subject to a **FINANCE CHARGE**. 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.

**10. Monthly Payment.** 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 25 days from the statement closing date. 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).

**11. Minimum Payment.** The minimum monthly payment will be either (a) 2% of your Total New Balance, or $10.00, whichever is greater, or (b) your Total New Balance, if it is less than $10.00 plus (c) any Installment Plan minimum payment due amounts, plus (d) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. The Credit Union 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. Except as required by law, we may apply your payments at our discretion and in any order to unpaid fees and charges, unpaid Periodic **FINANCE CHARGES**, outstanding purchase balances, and Cash Advances. However, any portion of your payment in excess of the required Minimum Payment will be applied first to the balance subject to the highest **ANNUAL PERCENTAGE RATE** and any remaining portion will be applied to the other balances in descending order based upon the applicable **ANNUAL PERCENTAGE RATE**.

**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, if applicable, Instalment Plan minimum payment due before being applied to balances with higher **ANNUAL PERCENTAGE RATES** (APRs) before balances with lower APRs.

**13. 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.

**14. Late Fee & Returned Payment Fee.** Your payment must be received by the due date to be considered on time. Our late fee is up to $25.00 for payments 10 days or more past due; however, we may not charge a late fee in excess of the amount of the late payment that is due. 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. **Returned Payment Fee.** A returned payment fee of up to $20.00 will be charged if your payment is returned for any reason, however, we may not charge a returned payment fee in excess of the amount of the payment that is due. If the minimum payment due is less than $20.00, then the returned payment fee shall be an amount equal to the amount of the payment due.

**15. 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

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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.

**16. Annual Fees.** There is no annual fee for the Signature VISA® Card.

**17. Collection Charges.** 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, you promise to pay all costs and expenses of collection. Interest will continue to accrue during the course of collection, until paid in full, with all interest, fees and costs assessed.

**18. 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) is1% 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”.

**19. 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
- 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.

**20. New Accounts.** If this is a new account, your credit card interest rate will not increase for the first 12 months, unless the increase is a result of imposition of an interest rate penalty after you open an account. See Section 15 of this agreement. After that, you will be sent a notice of rate increases at least 45 days before the change.

**21. 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.

**22. 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.

**23. 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. To terminate, you must do so in writing to Firelands Federal Credit Union, P.O. Box 8005, Bellevue, OH 44811. 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, the next Section of this Agreement also applies to termination of the Account.

**24. 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. Termination by one account owner shall also serve to terminate the account privileges for all joint owners.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

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

**31. 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

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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, P.O. Box 679, Monroeville, OH 44847. 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.

**32. Governing Law.** Except to the extent that the laws of the U.S. may apply to the terms hereof, the substantive laws of the State of Ohio shall govern the validity, construction, enforcement and interpretation of this Agreement.

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

**34. Pledge of Shares & Savings. If you have signed a separate Share Pledge Agreement, you give the Credit Union a specific pledge of shares and your pledged shares will secure your VISA® Balance on this Account. You may not withdraw amounts that have been specifically pledged to secure your Account until the Credit Union agrees to release all or part of the pledged amount. In addition, your Account is secured by all other shares you have in any individual or joint account with the Credit Union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this agreement. You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on this VISA® Account if you should default. Collateral securing other loans you have with the Credit Union also secures this VISA® account balance, if any, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.**

**35. Business Days.** Our business days are Monday – Friday, excluding holidays.

**36. VISA® Check Uses.** 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.

**37. 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.

**38. 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.

**39. 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.

**40. Firelands Federal Credit Union Membership Requirements.** All primary applicant(s) must maintain a Firelands Federal 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.

## 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.)

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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 the address listed on your statement.
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.

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

## VISA® SECURED DISCLOSURE

This VISA® Secured Credit Card Disclosure is effective as of October 1, 2016. This information may change after that date. To find out what may have changed, please contact the Credit Union at the above address or phone number or email us through the web at https://www.firelandsfcu.org/.

In this Agreement the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; "VISA® Secured Card" or "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, and "Credit Union" means the Credit Union whose name appears on this Agreement 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, 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, less finance and other charges, 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® Secured Card.** Cash advances may be obtained from the Credit Union, from other financial institutions that accept VISA® Cards, or from some automated teller machines (ATMs) that accept VISA® Cards. You agree not to make or permit to be made any illegal transaction on your Account through the use of a Card, a Check, or in any other manner. We may deny authorization for any Internet gambling transactions. If a charge for illegal or gaming purposes is approved and processed, you will be responsible for the charge. **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. 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 23 also applies to your Account.

**4. 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.

**5. Liability for Unauthorized Use-Lost/Stolen Card Notification.** If your Card or Convenience Checks are lost or stolen, or if you suspect someone used or may use them without your permission, you must notify the Credit Union IMMEDIATELY at by calling **(800) 449-7728** or write to us at PO Box 679, Monroeville, OH 44847. If notice is given 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. 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 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.

Visa's "Zero Liability" Policy: You will generally not be liable for the unauthorized use of your VISA® Secured Card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa debit card. This additional limit on liability does not apply to ATM transactions outside of the U.S. 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 gross 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 gross negligence or fraud, delay in reporting unauthorized use, investigation and verification of claim, and account standing and history.

You will have no liability for unauthorized use of your Card, Convenience Checks or other Access Devices for non-ATM transactions made over the VISA Network if the following conditions are met: (1) You have not been grossly negligent; and (2) You have not committed, participated in or conspired to commit any fraudulent act or scheme involving the use of your VISA credit card account. *Limited Liability:* For transactions on other networks or ATM transactions, you may be liable for unauthorized transactions using 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 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.

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.

**6. Security Interest in Share Deposits.** As a condition of us granting you credit under this agreement, you hereby grant us a security interest in all present and future shares and deposits with credit union except Individual Retirement Account(s) and other accounts which provide tax benefits under federal or state law to secure this VISA® account. Upon default under this agreement you agree that we may apply any or all of your shares and deposits to pay amounts due, or to pay the entire balance due on the account under this agreement. You also grant us a security interest in collateral (other than real estate or your residence) securing other loans with this Credit Union to secure credit under this agreement, whether existing now or in the future, except your household goods and your primary residence.

**7. Purchase Money Security Interest.** To secure your 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 throughout our application of your payments in the manner described below in the **FINANCE CHARGES** paragraph. To secure Card account, Cardholder grants the Credit Union a security interest in any of the Cardholder's property, except for a home, currently or hereafter held by the Credit Union, and in addition, Cardholder pledges to the Credit Union a lien upon and a security interest in all of Cardholder's shares in the Credit Union, whether now owned or hereafter acquired.

**8. Finance Charges:** You agree to pay the **FINANCE CHARGE** on your account. A **FINANCE CHARGE** computed on a monthly periodic rate ("MPR") will begin to accrue for new Purchases, if you do not pay the New Balance in full within 25 days after the billing date of the statement on which the new Purchases first appear according to the Grace Period above. A **FINANCE CHARGE** computed on a monthly periodic rate ("MPR") will begin to accrue on the transaction date of Cash Advance(s), Balance Transfer(s) or Purchases (except as provided above), or the first day of the billing cycle, whichever is later, and will continue to be imposed until you have paid any outstanding balance in full. The Credit Union calculates the **FINANCE CHARGE** as follows:

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**a.** The **FINANCE CHARGE** will be figured by applying the monthly periodic rate to the average daily principal balance of Purchases, Cash Advances and Balance Transfers.

| VISA® Secured APR = Non-Variable |
|---|
| 15.99% |

**b.** To get the total average daily balance on your Account, we take the beginning balance of your Account each day, add any new Purchases and Cash Advances, unpaid **FINANCE CHARGE**, current late payment fees, and other fees, and subtract any payments or credits. This is your daily balance. Then we add up all the daily balances for the billing cycle and divide that total by the number of days in the billing cycle. This gives you the average daily balance. This determines the balance subject to the **FINANCE CHARGE.**

- **Purchases.** You can avoid a **FINANCE CHARGE** on purchases by paying the full amount of the entire balance owed each month by the due date on your statement. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to your account, will be subject to **FINANCE CHARGE**.
- **Cash advances** are always subject to **FINANCE CHARGE** from the transaction date. The **FINANCE CHARGE** (interest on purchases) is calculated at the monthly periodic rate ("MPR") determined from the **ANNUAL PERCENTAGE RATE** on the average daily principal balance.
- **Balance Transfers.** Balance Transfers are subject to a **FINANCE CHARGE** from the date the transfer is posted to your account.

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 transacted. 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 made.

In the case of any transactions under your account, the balances subject to the periodic FINANCE CHARGE are the average daily transactions balances outstanding during the month (excluding new purchase transactions). To get the average daily balance, we take the beginning balance of your account each day, increased by any new cash advances, balance transfers, insurance premiums, debit adjustments or other charges we make during the same period, reduced by payments you make and credits we apply and unpaid FINANCE CHARGES. This gives us the daily balances for the billing cycle. The FINANCE CHARGE for a billing cycle is computed by multiplying the average daily balance subject to a FINANCE CHARGE by the Monthly Periodic Rate.

Your due date is at least 25 days after the close of each billing cycle. You can avoid FINANCE CHARGES on purchases by paying the full amount of the entire balance owed each month by the due date. Otherwise, the new balance of purchases plus subsequent purchases from the date they are posted to your account will be subject to a FINANCE CHARGE. 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.

**9. Monthly Payment.** 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 **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 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 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).

**10. Minimum Payment.** The minimum monthly payment will be either (a) 3% of your Total New Balance, or $10.00, whichever is greater, or (b) your Total New Balance, if it is less than $10.00 plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. The Credit Union 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. Except as required by law, we may apply your payments at our discretion and in any order to unpaid fees and charges, unpaid Periodic **FINANCE CHARGES**, outstanding purchase balances, and Cash Advances. However, any portion of your payment in excess of the required Minimum Payment will be applied first to the balance subject to the highest **ANNUAL PERCENTAGE RATE** and any remaining portion will be applied to the other balances in descending order based upon the applicable **ANNUAL PERCENTAGE RATE**.

**11. 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 higher **ANNUAL PERCENTAGE RATES** (APRs) before balances with lower APRs.

**12. 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.

**13. Late Fee & Returned Payment Fee.** Your payment must be received by the due date to be considered on time. Our late fee is up to $15.00 for payments 10 days or more past due; however, we may not charge a late fee in excess of the amount of the late payment that is due. If the late minimum payment due is less than $15.00, 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 $15.00, 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. **Returned Payment Fee.** A returned payment fee of up to $20.00 will be charged if your payment is returned for any reason, however, we may not charge a returned payment fee in excess of the amount of the payment that is due. If the minimum payment due is less than $20.00, then the returned payment fee shall be an amount equal to the amount of the payment due.

**14. 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.

**15. Annual Fees.** There is a $36 annual fee for a Secured Secured VISA® Card.

**16. Collection Charges.** 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, you promise to pay all costs and expenses of collection. Interest will continue to accrue during the course of collection, until paid in full, with all interest, fees and costs assessed.

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**17. Foreign Transaction Currency Conversion & Transaction Fee For Foreign Transaction Currency Conversion.**
If you effect a transaction with your VISA® Card or VISA® Check card in a currency other than US Dollars, VISA® International Incorporated will convert the funds into US Dollars and charge your account in US Dollars. VISA® International Incorporated will use its currency conversion procedure, which is disclosed to institutions that issue VISA® cards. The conversion rate used by VISA® International Incorporated to determine the transaction amount in US Dollars for such foreign transactions is generally either a government mandated rate or a wholesale range of rates determined by VISA® International Incorporated for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by VISA® International Incorporated. The currency conversion rate used by VISA® International Incorporated is the applicable central processing date, which rate 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. 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. If there is no currency conversion but the transaction was completed in a foreign country (what VISA® labels a "single-currency transaction") the International Service Assessment (ISA) is 1.1% of the transaction; including cash advances, purchases and credits to your account. If there is a “multicurrency” conversion, the ISA will continue to be 1% of the transaction. An international transaction as 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.

**18. 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
- 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.

**19. New Accounts.** If this is a new account, your credit card interest rate will not increase for the first 12 months, unless the increase is a result of imposition of an interest rate penalty after you open an account. See Section 15 of this agreement. After that, you will be sent a notice of rate increases at least 45 days before the change.

**20. 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.

**21. 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.

**22. 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. To terminate, you must do so in writing to Firelands Federal Credit Union, P.O. Box 8005, Bellevue, OH 44811. 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, the next Section of this Agreement also applies to termination of the Account.

**23. 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. Termination by one account owner shall also serve to terminate the account privileges for all joint owners.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

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

**31. 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, and the payment due date. In addition, it will show your current credit limit, payments and credits, a summary showing your purchases 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, P.O. Box 679, Monroeville, OH 44847. 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.

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**32. Governing Law.** Except to the extent that the laws of the U.S. may apply to the terms hereof, the substantive laws of the State of Ohio shall govern the validity, construction, enforcement and interpretation of this Agreement.

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

**34. Pledge of Shares & Savings. If you have signed a separate Share Pledge Agreement, you give the Credit Union a specific pledge of shares and your pledged shares will secure your VISA® Balance on this Account. You may not withdraw amounts that have been specifically pledged to secure your Account until the Credit Union agrees to release all or part of the pledged amount. In addition, your Account is secured by all other shares you have in any individual or joint account with the Credit Union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this agreement. You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on this VISA® Account if you should default. Collateral securing other loans you have with the Credit Union also secures this VISA® account balance, if any, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.**

**35. Business Days.** Our business days are Monday – Friday, excluding holidays.

**36. VISA® Check Uses.** 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.

**37. 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.

**38. 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.

**39. 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.

**40. Firelands Federal Credit Union Membership Requirements.** All primary applicant(s) must maintain a Firelands Federal 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.

## 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 the address listed on your statement.

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.

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| Interest Rates and Interest Charges | |
|---|---|
| **Annual Percentage Rate (APR) for Purchases** | **15.99%** non-variable |
| **APR for Balance Transfers** | **15.99%** non-variable |
| **APR for Cash Advances** | **15.99%** non-variable |
| **Penalty APR and when it Applies** | **The Penalty Interest Rate is 17.99% non-variable**<br><br>This **APR** may be applied to your account if you:<br>1) If your account is more than 3 payments delinquent;<br>2) Go over your credit limit;<br>3) Make a payment that is returned; or<br>4) Do any of the above on another account that you have with us.<br><br>How long will the Penalty **APR** Apply? If your **APR**s 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. |
| **How to Avoid Paying Interest on Purchases** | Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. |
| **Minimum Interest Charge** | If you are charged interest, there is no minimum interest charge. |
| **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: http://www.consumerfinance.gov/learnmore |

| Fees | |
|---|---|
| **Annual Fee** | **$36** |
| **Transaction Fees** | |
| • Cash Advance | **None** |
| • Balance Transfer | **None** |
| • Foreign Transaction | **1.1%** of each multiple currency transaction in U.S. dollars.<br>**1%** of each single currency transaction in U.S. dollars. |
| **Penalty Fees** | |
| • Late Payment | Up to **$15** |
| • Returned Payment | Up to **$20** |
| **Other Fees** | |
| • Account Research Fee | **$20** per hour |
| • Statement Copy Fee | **$2** per statement |

**How we will calculate your balance:** We use the method called “average daily balance (including new purchases, cash advances, and balance transfers).”

**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: **$15** or the minimum payment due, whichever is less, if we do not receive at least the minimum payment due by the due date disclosed on your billing statement.

Returned Payment: **$20** or the minimum payment due, whichever is less.

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

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