



VISA CREDIT CARD AGREEMENT

In this Agreement the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; "Card" means the 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.

It is understood and agreed that the Credit Union has appointed CC4MBRS (the "Servicer") as the Credit Union's agent to assist with the servicing of your Account. As result of such agreement, it is understood and agreed that the Credit Union may share information regarding you and your Account with the Servicer from time to time as the Credit Union deems necessary, in its sole discretion, for the Servicer to perform its obligations to the Credit Union. Additionally, you may receive communications and disclosures from the Servicer on the Credit Union's behalf and any and all communications and disclosures from the Servicer shall be considered authorized from the Credit Union under 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. 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 Your Card. You may use your Card to make purchases from merchants and others who accept VISA Cards. However, you may not use your Card to initiate any type of electronic gambling transaction through the Internet. A VISA card may not be used for any illegal transaction(s). Consult your legal counsel to determine the legality of specific online gambling transactions. If you wish to pay for goods or services over the Internet, you may be required to provide card member security information before you will be permitted to complete the transaction. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept VISA Cards, and from some automated teller machines (ATMs). (Not all ATMs accept VISA Cards.) To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your Card.

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 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 17 below also applies to your Account.

4. Finance Charges. FINANCE CHARGES on your Account are calculated by applying the applicable monthly Periodic Rate to the average daily balances for Purchases and Cash Advances. Separate average daily balances are calculated for Purchases and Cash Advances. Your monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers and Cash Advances are as set forth in the Account Opening Disclosure provided to you under separate cover, the terms of which are incorporated herein by reference.

To get each average daily balance, the daily balances for Purchases and Cash Advances for the billing cycle are added and the totals are divided by the number of days in the cycle. To get the daily balance for Cash Advances, new Cash Advances are added to the day's beginning balance and payments, credits and any unpaid interest or other finance charges are subtracted. To get the daily balance for Purchases, new Purchases are added to the day's beginning balance and payments, credits and any unpaid interest or other finance charges are subtracted; however, new Purchases are not added if you paid the entire New Balance for Purchases on your last statement by the end of the grace period or if you did not have a Purchase balance on your last statement.

Cash Advances -The FINANCE CHARGE on Cash Advances is calculated in accordance with the following method: A Finance charge will be imposed on Cash Advances from the date made or from the first day in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue on the average daily balance of such Cash Advances until the balance is paid in full. There is no grace period on Cash Advances.

Purchases -The FINANCE CHARGE on Purchases is calculated in accordance with the following method: A **FINANCE CHARGE** will be imposed on Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within twenty five (25) days from the closing date of that statement.

If you elect to pay less than the entire New Balance shown on your previous monthly statement within that twenty five (25) day period, a Finance Charge will be imposed on the average daily balance of such Purchases from the previous statement closing date and on new Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the previous statement closing date and on new Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than twenty five (25) days from the closing date.

Balance Transfers – Balance transfers, as permitted by Credit Union from time to time in Credit Union's sole discretion, will be treated as Cash Advances for the purpose of all **FINANCE CHARGES**.

5. Other Charges. The following other charges (fees) will be added to your Account, as applicable:

- a. **Over-the-Credit-Limit Fee:** An over-the-limit fee will not be imposed. In the event you incur charges in amounts which shall cause the account indebtedness to exceed the authorized credit limit by 1%, you shall pay immediately the amount by which the total New Balance exceeds such maximum authorized credit.
- b. **Late Payment Fee:** If a payment of at least the amount of the minimum required payment is not received within five (5) days of the Due Date or cycle whichever comes first, a late charge in the amount of \$25.00 shall be imposed. In no event will your Late Payment Fee exceed the amount of your minimum payment due.
- c. **Return Check /Return Pre-Authorized Payments Fee:** If you make any payment on your Account with a check or draft or through a pre-authorized payment, and that check, draft or pre-authorized payment is returned to the Credit Union unpaid for any reason, your Account will be charged a fee equal to the lesser of \$25 or the required minimum payment. In no event will your Return Check/Return Pre-Authorized Payments Fee exceed the amount of your minimum payment due immediately prior to the date on which the payment was returned.
- d. **Card Replacement Fee:** In the event any additional or replacement cards are issued for any reason other than the issuance of a renewal card, a fee in the amount of \$5.00 may be imposed.
- e. **Collection Costs:** Cardholder agrees to pay all costs incurred by issuer in collecting cardholder's indebtedness or in enforcing this Agreement, including attorneys' fees and costs, as well as those costs, expenses and attorneys' fees incurred in appellate, bankruptcy, and post-judgment proceedings, except to the extent such costs, fees, or expenses are prohibited by law.
- f. **Balance Consolidation/Convenience Check Stop Payment Fee:** \$25.00.
- g. **Rush Mail Fee:** (Priority Handling) \$25.00.
- h. **Cash Advance Transaction Fee:** A cash advance transaction fee will not be imposed. !

6. **Payments.** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than twenty-five (25) days from the statement closing date, whichever is later. If your statement says the payment is "Now Due," your payment is due no later than twenty-five (25) days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 2% of your Total New Balance, or \$10.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

7. **Payment Allocation.** Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses.

8. **Security Interest** You grant the Credit Union a security interest under the Uniform Commercial Code and under any common law rights the Credit Union may have in any goods You purchase. If You give the Credit Union a specific pledge of shares by signing a separate pledge of shares, Your pledged shares will secure Your 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. **YOU GRANT US A SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT SHARE AND/OR DEPOSIT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE YOUR CREDIT CARD ACCOUNT. SHARES AND DEPOSITS IN AN IRA OR ANY OTHER ACCOUNT THAT WOULD LOSE SPECIAL TAX TREATMENT UNDER STATE OR FEDERAL LAW IF GIVEN AS SECURITY ARE NOT SUBJECT TO THE SECURITY INTEREST YOU HAVE GIVEN IN YOUR SHARES AND DEPOSITS. YOU MAY WITHDRAW THESE OTHER SHARES UNLESS YOU ARE IN DEFAULT. WHEN YOU ARE IN DEFAULT, YOU AUTHORIZE US TO APPLY THE BALANCE IN THESE ACCOUNTS TO ANY AMOUNTS DUE. FOR EXAMPLE, IF YOU HAVE AN UNPAID CREDIT CARD BALANCE, YOU AGREE WE MAY USE FUNDS IN YOUR ACCOUNT(S) TO PAY ANY OR ALL OF THE UNPAID BALANCE. YOU ACKNOWLEDGE AND AGREE THAT YOUR PLEDGE DOES NOT APPLY DURING ANY PERIODS WHEN YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT. FOR CLARITY, YOU WILL NOT BE DEEMED A COVERED BORROWER, AND YOUR PLEDGE WILL APPLY, IF: (I) YOU ESTABLISHED YOUR CREDIT CARD ACCOUNT WHEN YOU WERE NOT A COVERED BORROWER; OR (II) YOU CEASE TO BE A COVERED BORROWER.** Unless otherwise prohibited by federal and/or state law, collateral securing other loans You have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other Agreement

9. **Default.** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe.

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 any shares that were given as security for your Account may be applied towards what you owe.

In the event that any suit is filed against the Credit Union with respect to this Agreement, or any credit card issued under this Agreement, the suit shall only be brought in the courts of the state of Florida.

10. **Liability for Unauthorized Use-Lost/Stolen Card Notification.** You agree to notify us immediately, orally or in writing at P.O. Box 310136, Tampa, FL 33680 or telephone (866) 839-3409 twenty four (24) hours a day, seven (7) days a week, of the loss, theft, or unauthorized use of your Credit Card. You may be liable for the unauthorized use of your Credit Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your credit card, unless you are grossly negligent in the handling of your card. In any case, your liability will not exceed \$50.

11. **Changing or Terminating Your Account.** The Credit Union may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law and specified in the notice to you, the change will apply to your existing Account balance as well as to future transactions.

Either you or the Credit Union may terminate this Agreement 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. If and to the extent permitted by applicable law, the Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union. If this is a joint Account, Section 17 of this Agreement also applies to termination of the account.

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

13. **Merchant Disputes: Returns and Adjustments.** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after three (3) months.

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

15. **Foreign Transactions.** Transactions initiated in foreign countries and/or foreign currencies will be charged to your Account in U.S. Dollars. The conversion rate to dollars will be (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date, in each of the above instances, plus 1%. The conversion rate used on the date the foreign transaction is processed may differ from the rate that would have been used on the date of the purchase and/or the transaction posting date.

16. **Severability.** In the event that any paragraph of this Agreement or portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of the Agreement shall not be invalid or unenforceable and will continue in full force and effect.

17. **Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, and the laws and regulations of the State of Florida, as amended from time to time.

18. **Dispute Resolution.** Any disputes regarding this Agreement shall be within the jurisdiction of the court of the county in which the Credit Union's principal place of doing business is located. If legal action is necessary to enforce this Agreement or collect any amounts owing to the Credit Union or fees or charges assessed under this Agreement, the Credit Union has the right, subject to applicable law, to payment by you of all attorney's fees and costs, including fees on any appeal and any post-judgment actions. You agree that such legal action may be filed and heard in the county and state in which the Credit Union's principal place of doing business is located, if allowed by applicable law.

19. **Joint Accounts.** If this is a joint Account, each person on the Account must sign the Agreement (by signing on the application). 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.

20. **Effect of Agreement.** This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

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

22. **Statements and Notices.** Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

23. **Final Expression.** This Agreement is the final expression of the terms and conditions of this VISA line of credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

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