

## Interest Rates and Interest Charges for CommunityAmerica Credit Union

- **Annual Percentage Rate (APR) for Purchases:**

- COMMUNITYAMERICA VISA® PLATINUM CREDIT CARD: 10.24% to 22.24%<sup>1</sup> when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate<sup>2</sup>.
- COMMUNITYAMERICA VISA® PLATINUM REWARDS CREDIT CARD: 12.24% to 19.24%<sup>1</sup> when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate<sup>2</sup>.
- COMMUNITYAMERICA VISA® PLATINUM CASHBACK CREDIT CARD: 13.24% to 20.24%<sup>1</sup> when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate<sup>2</sup>.

- **APR for Balance Transfers:**

- COMMUNITYAMERICA VISA® PLATINUM CREDIT CARD: **10.24% to 22.24%** This APR will vary with the market based on the Prime Rate<sup>3</sup>.
- COMMUNITYAMERICA VISA® PLATINUM REWARDS CREDIT CARD: **12.24% to 19.24%** This APR will vary with the market based on the Prime Rate<sup>3</sup>.
- COMMUNITYAMERICA VISA® PLATINUM CASHBACK CREDIT CARD: **13.24% to 20.24%** This APR will vary with the market based on the Prime Rate<sup>3</sup>.

- **APR for Cash Advances:**

- COMMUNITYAMERICA VISA® PLATINUM CREDIT CARD: 10.24% to 22.24% This APR will vary with the market based on the Prime Rate.
- COMMUNITYAMERICA VISA® PLATINUM REWARDS CREDIT CARD: **12.24% to 19.24%** This APR will vary with the market based on the Prime Rate.
- COMMUNITYAMERICA VISA® PLATINUM CASHBACK CREDIT CARD: **13.24% to 20.24%** This APR will vary with the market based on the Prime Rate.

- **Minimum Interest Charge:** None

- **How to Avoid Paying Interest on Purchases:** Your due date is at least 21 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.

- **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:** None

- **Transaction Fees:**

- Balance Transfer: Either **\$5** or **3%** of the amount of each transfer, whichever is greater (maximum fee: **\$75**).
- Cash Advance: Either **\$5** or **3%** of the amount of each cash advance, whichever is greater (maximum fee: **\$75**).
- Foreign Transaction: **1%** of each transaction in U.S. Dollars. **1%** of each transaction made in currencies other than U.S. dollars.

- **Penalty Fees:**

- **Late Payment:** Up to \$35

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).”

**1** The Annual Percentage Rate (APR) is determined by consideration of your credit history and the application information you provided. The APR will be disclosed to you with the Cardholder Agreement. You will receive with your new credit card, approximately 7-10 business days after account approval.

**2** The Prime Rate used to determine the APR on your account is the rate published in The Wall Street Journal in its column called “Money Rates” on the first business day of each month. There is no ceiling on the applicable APR.

Payment Allocation: We will allocate your minimum payment in the manner we determine. We will apply the amount in excess of the minimum payment to balances with higher APRs before balances with lower APRs.

**3 Balance Transfer** must be from an existing credit card with another institution. You understand to close an account with another credit card company, you must notify the issuer directly. The Balance Transfer will be posted to your Account as a Cash Advance. The balance transfer fee is 3% with a minimum of \$5 and a maximum of \$75 for each balance transfer posted to your account. Balance transfers do not earn rewards or cash back. If a balance transfer transaction would cause you to exceed your account credit limit, you authorize us to process your balance transfers for an amount less than the full amount requested. Making additional transactions may still cause you to exceed your account credit limit. You may only make balance transfers to accounts that list you as an accountholder. There is no grace period on balance transfers. Please allow up to 6 weeks for the balance transfer to post to the Account.

I agree to be bound by the agreement governing my account. I understand that the agreement governing the account also provides, among other things, that the account terms, including the APRs and fees, are subject to change. I agree to be liable for all charges to my account, including charges incurred with any Additional Card(s) issued on my account now or in the future.

### **State Law Disclosures**

**Notice to California Residents:** Married applicants may apply for credit separately.

**Notice to Ohio Residents:** Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Notice to New York Residents:** Upon request, we will inform you of the names and addresses of any consumer reporting agencies which have provided us with reports.

**Notice to Married Wisconsin Residents:** No provision of a marital property agreement, unilateral statement or court order applying to marital property will adversely affect the creditor's interest unless the creditor, prior to the time credit is extended, is furnished with a copy of the agreement, statement or order, or has actual knowledge of the adverse provision. In addition, applicant must submit the name and address of spouse with this application.

### **Credit Card Agreement for CommunityAmerica Credit Union**

This document together with the Account Opening Disclosure that was either delivered with this agreement or with your card is an agreement (the "Agreement") between you, the cardmember, and CommunityAmerica Credit Union. This Credit Card Agreement is for your credit card account with CommunityAmerica Credit Union (the "Credit Union"), and the Card(s) which has/have been given to you in connection with your Account. Such Account and Card(s) provide you with credit card services. Your use of the Account or any payment on the Account indicates your acceptance on the terms of this Agreement. "You" and "your" mean any applicant for the Account, and any person using the Account and/or related Card(s) with the expressed or implied permission of any of the applicants. Any person whose name appears on the Account for the Card(s) issued by the Credit Union under this Agreement consents, either by using or permitting another to use the Card(s), to all provisions of this Agreement. "We", "us" and "our" means the Credit Union, our successors and assigns.

### **DEFINITIONS:**

**Account** means your credit card account.

**Annual Fee** means a fee charged on a yearly basis for your continued use of the Account.

**APR** means Annual Percentage Rate.

**ATM** means Automated Teller Machine.

**Average Daily Balance** is determined by adding the outstanding balance for each day in the billing cycle, and then dividing by the number of days in the billing cycle.

**Balance Transfer** means an advance made when transferring a balance from another creditor to your Account. You may not transfer a balance from another loan account with us to this Account.

**Business Days** are Monday through Friday, excluding Federal holidays.

**Card** means the physical card(s), the Account number, or any device (such as a Check) that can be used to access your Account.

**Cash Advance** means an advance made when you use your Card or Account to: obtain cash from an ATM; obtain cash from any other source; make a wire transfer; buy foreign currency; buy traveler's checks; buy money orders; buy lottery tickets; buy gambling chips and wagers; or cash a Convenience Check.

**Check or Convenience Check** means any check we send to you to access your Account. We will tell you whether we will treat the Check as a Purchase, Balance Transfer or Cash Advance. You may not use these Checks to pay any amount you owe us. We have the right not to pay a Check for any reason.

**Charges** are costs imposed as part of this Agreement and include both Interest Charges and Fees.

**Daily Periodic Rate** means a rate calculated from the applicable APR. The daily periodic rate is equal to the applicable APR divided by 365.

**Fees** means non-interest charges, including transaction fees.

**Foreign Transaction** means any transaction made in a foreign currency, and any transaction made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign transactions include, for example, online purchases from foreign merchants. The card network that processes these transactions will calculate a U.S. dollar amount for each such transaction using its own currency conversion procedures. Each network uses either a government mandated or wholesale rate in effect on the date that the network processes the transaction, which may differ from the rate that the network itself receives and which may be the least favorable rate the network identifies from a reasonable range of customary sources. The rate in effect on the processing date may not be the same as any rate in effect on the date that you made the transaction or on the date that the transaction posts to your Account.

**Grace Period** means the period of time during which you can avoid paying Interest Charges on certain transactions or balances.

**Interest Charges** means the portion of Charges attributed to periodic interest rates.

**Introductory Rate** means any Promotional Rate offered when you open your Account.

**Prime Rate** means the U.S. Prime Rate published in the Wall Street Journal in its column called "Money Rates" on the last Business Day of each month. If more than one U.S. Prime Rate is published by the Wall Street Journal, we may choose the highest of such rates to use in calculating your APR. If the Wall Street Journal no longer publishes a prime rate, we will use a similar published rate that we choose.

**Promotional Balance** means the balance subject to any Promotional Rate or Introductory Rate.

**Promotional Rate** is a rate other than the standard rate, tied to a special offering.

**Purchase** means the use of your Card to buy or lease merchandise or services, and does not include any type of Cash Advance. The purchase of cash or cash equivalents, like casino chips or lottery tickets, is a cash advance, not a purchase.

**Statement** means your billing statement.

**Transaction Date** means the date shown on your billing statement for a transaction or fee.

**PROMISE TO PAY:** You agree to pay all authorized charges on the Statement, including Interest Charges and Fees. To the extent permitted by applicable law, you also promise to pay all costs and expenses, including reasonable attorney's fees that we incur in enforcing this Agreement.

**CHANGE IN TERMS:** We may change the terms of this Agreement, including APRs and Fees, from time to time. We may also add new terms or delete terms. If required by law we will give you advance written notice of the change(s) and a right to reject the change(s). If you reject a change, your Account will be cancelled and you will no

longer be able to use the Account. Cancellation of your Account will not affect your liability to us for credit we have extended to you, including amounts not yet billed to your Account.

**OUR COMMUNICATIONS WITH YOU:** You agree that our personnel may listen to or record phone calls between you and our representatives without additional notice to you including calls we make to collect debts. We may use any medium permitted by law, including mail, live telephone calls, automated telephone equipment, pre-recorded telephone calls, e-mail, text messages and calls to your cell phone (which may be at your expense) to contact you about your Account or to offer you products or services that may be of value to you.

**USING YOUR ACCOUNT:** Your Account is a consumer Account, and is not for business purposes. You agree not to use your Account for unlawful purposes or transactions. It is not our responsibility to make sure that you use your Account only for permissible transactions, and you will remain responsible for paying a transaction even if it is not permissible.

**AUTHORIZED USERS:** If you let anyone use your Account, that person is an authorized user. You are responsible for any use of your Account by an authorized user, even for transactions for which you may not have intended to be liable. You must tell us if you want to stop an authorized user from using your Account. You are responsible for getting any Cards, Checks or other means of accessing your Account from the authorized user. We may share information about the Account with authorized users.

**JOINT ACCOUNT:** If your Account is a joint Account, each of you agrees to be liable individually and jointly for the entire amount owed on the Account, and any notice we mail to an address provided by either of you for the Account will serve as notice to both of you. This means that we 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.

**CREDIT LINES:** We will post your current credit limit on your Statement, and may cancel, change or restrict it or your credit availability at any time. We are not obligated to allow your Account to go over its credit limit. You are responsible for the total balance at all times, even if your Account balance exceeds your credit limit. We may establish a lower credit line for Cash Advances.

**AUTHORIZATION OF TRANSACTIONS/CLOSING YOUR ACCOUNT:** We are not obligated to honor every transaction, and we may close or suspend your Account at any time without notice. If we or you close your Account, you must still pay all outstanding amounts on the Account. Interest will continue to accrue on your unpaid balance. We may decline transactions for any reason, including: operational matters, the account is in default, or suspected fraudulent or unlawful activity. We are not responsible for any losses associated with a declined transaction. If your Account is closed or your Card expires, you may no longer use your Card and you must destroy it or return it to us upon request.

#### **INTEREST CHARGES:**

**Variable Rates:** We calculate variable APRs by adding a margin to the Prime Rate. The APR may increase or decrease each month if the Prime Rate changes. We may increase or decrease the APR effective on the first billing date after the cycle. If the APR increases, you will pay a higher Interest Charge and may pay a higher minimum payment.

**Interest Charge Calculation:** New purchases posted to your account during a billing cycle will not incur an interest charge for that billing cycle if you had a zero or credit balance at the beginning of that billing cycle, or you paid the entire new balance on the previous cycle's billing statement by the payment due date of that statement; otherwise an interest charge will accrue from the date a purchase is posted to your account. To avoid an additional interest charge on the balance of purchases, you must pay the entire new balance on the billing statement by the payment due date of that statement. An interest charge begins to accrue on cash advances from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later.

The interest charge is calculated separately for purchases and cash advances. For purchases, the interest charge is computed by applying the periodic rate to the average daily balance of purchases. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases,

and subtract any payments and/or credits. This gives us the daily balance of purchases. Then, we add all the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases.

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

**Termination of Introductory or Promotional Rates:** If during an Introductory or Promotional Rate period, we have not received the required minimum monthly payment within 60 days of the respective payment due date, we will increase the applicable APR to the standard non-promotional APR. Introductory and/or Promotional Rates will not be reinstated.

**Grace Period:** We will not charge you interest on new Purchases if you pay your full Account balance by the due date each month. Also, we will not impose Interest Charges on any portion of a new Purchase balance you repay while that balance is subject to a Grace Period. Subject to the Grace Period, we will charge interest from the date new transactions appear on your Account until paid in full. You cannot avoid paying interest on Balance Transfers and Cash Advances. If you do not pay your New Balance in full each month then, depending on the balance to which we apply your payment, you may not get a Grace Period on new Purchases.

#### **FEES:**

**Cash Advance Fee:** See the Account Opening Disclosure.

**Balance Transfer or Convenience Check Fee:** See the Account Opening Disclosure.

**Late Payment Fee:** If you do not pay at least the Minimum Payment Due by the Payment Due Date, you will be charged a Late Fee of **\$25**. If you are late more than once in a six month period, the Late Fee will go up to **\$35**. If you make payments on time for six months, the Late Fee will return to **\$25**.

**Stop Payment Fee:** If a Convenience Check is dishonored or when a payment of a Convenience Check is stopped at your request, you will be charged a Stop Payment Fee of **\$25**. If you are charged a Stop Payment Fee more than once in a six month period, the Stop Payment Fee will go up to **\$35**. If you are not charged a Stop Payment Fee for six months, the Stop Payment Fee will return to **\$25**.

**Foreign Transaction Fee:** There is a fee for transactions that take place outside of the United States, even if the currency used is U.S. Dollars. See the Account Opening Disclosure for details.

**Rush Card Fee: \$35**

**Administrative Fees:** If you request a copy of a Statement, sales draft or other record of your Account (including Convenience Checks) or if you request two or more Cards or any special services (for example, obtaining Cards on an expedited basis), we may charge you for these services. We may also refer to these fees as the copy fee and the Card replacement fee, respectively. In addition, if our representative initiates an express payment at your request, we may charge you a fee for this service. We may also refer to this fee as the SpeedPay fee. However, we will not charge you for Statements, sales drafts, or similar documents that you requested for a billing dispute you may assert under applicable law. Other fees may apply for other services we provide that we will inform you about at the time the service is offered.

**AUTHORIZATION/REFUSAL TO AUTHORIZE TRANSACTIONS:** We may decline, at any time, at our sole discretion, an authorization request for any transaction for any reason, including but not limited to:

- Operational considerations;
- Your Account is in default; and /or
- We suspect fraudulent or unlawful activity, including but not limited to authorization requests from online gambling merchants, whether or not online gambling is illegal in the state in which you reside.

We are not responsible for any losses or damages, including consequential damages, if a transaction on your Account is declined, either by us or a third party, even if you have sufficient credit available.

**REFUSAL TO PAY CHECKS:** Each Check you write drawn on your Account is your request for funds. When we receive a Check for payment, we may review your Account to decide whether to authorize that Check. We may, but are not required to, reject and return a Check unpaid for any reason, including the following examples:

- Your Account has not been activated.
- You have used the Check after the date specified on it.
- The Check is being used to pay on any outstanding payment or balance you owe us.
- Your Credit Line has been exceeded, or would be exceeded if we paid the Check.
- The Check does not bear an authorized signer's signature on file with us.
- The Check is post-dated. If a post-dated Check is paid, resulting in another item being returned or not paid, we are not responsible.
- Your account is in default, or would be if we paid the Check.

**RETURNS AND ADJUSTMENTS:** Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending us a credit which will be posted to your Account. If your credits and payments exceed what you owe us, the amount will be applied against future Purchases and Cash Advances. You may request a refund of credit balances at any time. If you don't request a refund, we will apply credit balances to new transactions unless a refund is required by law.

**DEFAULT:** Your Account will be in default if:

- we do not receive a required payment when due, including the minimum payment by the date shown on your Statement;
- you exceed your credit limit;
- you fail to comply with the terms of this Agreement;
- you make any false or misleading statements or omissions on your application;
- you file a bankruptcy petition or have one filed against you;
- we obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time including, but not limited to, your failure to make any payment to us on any other indebtedness or loan; or
- you become incapacitated or die.

**PAYMENTS:**

**Payment Due Date:** Payments are due on the payment due date shown on your monthly Statement. Your payment must be received by 5:00 p.m. in order to be considered received as of that date. Payments received after that time will be credited on the next Business Day.

**Payment Instructions:** You must follow the payment instruction on your Statement. You must pay in U.S. dollars, without restrictive terms. We may accept checks marked "Payment in Full" or with words of similar effect without losing any of our rights to collect the full balance of your Account.

**Minimum Payment:** You agree to pay at least the minimum payment when due as shown on your billing statement. You may pay more than the minimum payment due and may pay the full amount you owe us at any time. If you have a balance that is subject to Interest Charges, the sooner you make your payment, the less you will pay because Interest Charges accrue on your balance each day.

The Minimum Payment is calculated as the greater of:

- \$25.00 or the full amount of your total balance if it is less than \$25.00; or
- 2.5% of the new balance plus any Fees, Interest Charges, amounts over your Credit Line, and/or past due amounts. The payment amount is rounded to the nearest dollar.

**Payment Allocation:** We will allocate your minimum payment in the manner we determine. We will apply the amount in excess of the minimum payment to balances with higher APRs before balances with lower APRs.

**LOST OR STOLEN CARDS:** You agree to notify us immediately, verbally or in writing at 1.800.892.7957, (after hours call 1.877.661.4920), or PO Box 15950, Lenexa, Kansas 66285-5950 if any Card, Check, Account number or other means to access your Account is lost, stolen or used without your permission.

**GOVERNING LAW:** The terms and enforcement of this Agreement and your Account shall be governed and interpreted in accordance with federal law and, to the extent state law applies, the laws of the State of Missouri. Fees are governed by section 408.145 RsMo. If any part of this Agreement is unenforceable, this will not make any other part of this Agreement unenforceable.

**DELAYED ENFORCEMENT:** Our failure to exercise any of our rights when your Account is in default does not mean that we are unable to exercise those rights upon later default. We will not lose any of our rights under this Agreement if we delay taking action for any reason. We may accept late or partial payments, as well as payments marked "Payment in Full" or with other restrictive endorsements without losing any of our rights under this Agreement. Any payment amount in excess of the Minimum Required Payment will not be applied in satisfaction of future Minimum Required Payments.

**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 may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. To the extent the law permits, and unless we indicate otherwise in our notice, amendments will apply to your existing Account balances as well as to future transactions. This Card may also be tied to benefits associated with deposit accounts, as outlined in your deposit account agreement.

**OTHER PROVISIONS:**

- Each Account you have with us is separate from any others you have with us, and Interest Charges will be charged on each Account's balance at the APR given with each Account Opening Disclosures. Each individual Account will have its own Account number.
- Your Card(s) are the property of CommunityAmerica Credit Union.
- CommunityAmerica Credit Union may share your Account experience and transaction information with its affiliates, which are members of the CommunityAmerica family of companies as defined in your Privacy Statement. Please refer to your Privacy Statement for your options on limiting sharing.
- Collateral securing other loans with us may also secure this indebtedness.
- You agree to notify us immediately if you change your address.

**ARBITRATION OF DISPUTES – AGREEMENT TO ARBITRATE:** In the event of any past, present or future claim or dispute (whether based upon contract, tort, statute of the United States or any state, common law or equity) between you and us arising from or relating to your Account, any prior account you have had with us, your applications, the relationships which result from your Account or the enforceability or scope of this arbitration provision, of the Agreement or of any prior agreement, you or we may elect to resolve the claim or dispute by binding arbitration. All disputes over the arbitrability of specific issues shall be solved by the arbitrator. Judgment upon the arbitration award may be entered in any court of competent jurisdiction.

EXCEPT FOR THE LIMITED INSTANCES SET FORTH BELOW, IF EITHER YOU OR WE ELECT ARBITRATION, NEITHER YOU NOR WE SHALL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM. PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED. NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CARDMEMBERS WITH RESPECT TO OTHER ACCOUNTS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY ("Class Action Waiver").

Notwithstanding anything else to the contrary in this arbitration provision, only a court, and not an arbitrator, shall determine the validity and effect of the Class Action Waiver. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit and nothing undertaken therein shall constitute a waiver of any rights under this arbitration provision. We will not invoke our right to arbitrate an individual claim you bring in small claims court or your state's equivalent court, if any, unless such action is transferred, removed or appealed to a different court. Nothing contained herein shall limit our right to foreclose against or sell any collateral, whether real or personal, to exercise any right of setoff,

or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, during or after arbitration, including, but not limited to, our right to bring a legal proceeding against you in state or federal court to collect a debt owed by you. The exercise of rights granted under this paragraph shall not be deemed a waiver of the right to compel arbitration.

**Governing Law and Rules for Arbitration:** Your Account involves interstate commerce and this provision shall be governed by the Federal Arbitration Act (“FAA”). The arbitration shall be conducted, at the option of whoever files the arbitration claim, by either the American Arbitration Association (“AAA”) or the National Arbitration Forum (“NAF”) in accordance with their procedures in effect when the claim is filed. For a copy of their procedures, to file a claim or for other information, contact AAA at 335 Madison Ave., Floor 10, New York, NY 10017-5905, [www.adr.org](http://www.adr.org) (phone 1-800-778-7879) or NAF at PO Box 50191, Minneapolis, MN 55405 (phone 1-800-474-2371). No other arbitration forum will be permitted, except as agreed to pursuant to either the Effect of Agreement section or a writing signed by both parties. Unless consented to by all parties, no arbitration may be administered by any administrator that has any formal or informal policy, rule or procedure that is inconsistent with or purports to override the terms of this section.

**Fees and Cost of Arbitration:** At your written request, we will advance any arbitration filing, administration and hearing fees which you would be required to pay to pursue a claim or dispute as a result of our electing to arbitrate that claim or dispute. Send requests to CommunityAmerica Credit Union, c/o Credit Card Department, PO Box 15950, Lenexa, KS 66285-5950. The arbitrator will decide who will ultimately be responsible for paying those fees. You will only be responsible for paying or reimbursing our arbitration filing, administrative or hearing fees to the extent you would have been responsible for paying attorneys’ fees and court or other collection costs had the action proceeded in court. In no event will you be required to pay any fees or costs incurred by us in connection with an arbitration proceeding where such a payment or reimbursement is prohibited by applicable law.

**Hearings and Decisions:** Any arbitration hearing will take place in the federal judicial district where you reside. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and shall be authorized to award all remedies permitted by the substantive laws that would apply if the action were pending in court. If requested by any party, the arbitrator shall write an opinion containing the reasons for the award. The arbitrator’s decision will be final and binding except for any appeal rights under the FAA and except that if the amount in controversy exceeds \$100,000, any party may appeal the award within 30 days to a three-arbitrator panel which shall review the award de novo. Unless applicable law provides otherwise, the appealing party will pay the cost of the appeal, regardless of its outcome. However, we will consider in good faith any reasonable request for us to bear the fees charged by the arbitration administrator and the arbitrators in connection with the appeal. Judgment upon any award by the arbitrator may be enforced in any court having jurisdiction.

**Other Beneficiaries of the Arbitration Provisions:** Our rights and obligations under this arbitration provision shall inure to the benefit of and be binding upon our credit union service organizations, subsidiaries, affiliates, predecessors, successors, assigns, as well as the officers, directors and employees of each of these entities, and will also inure to the benefit of any third party named as a co-defendant with us or with any of the foregoing in a claim which is subject to this arbitration provision. Your rights and obligations under this arbitration provision shall inure to the benefit of and be binding upon all persons contractually liable under this Agreement, and all authorized users of the Account.

**Survival of this Provision:** The arbitration provision shall survive termination of your Account as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you and any sale by us of your Account.

**Right to Reject Arbitration:** You may reject the Arbitration of Disputes section by providing us a notice of rejection within 30 days after receiving a Card at the following address: CommunityAmerica Credit Union, c/o Credit Card Department, PO Box 15950, Lenexa, KS 66285-5950. Your rejection notice must include your name, address, telephone number, Account number, and signature, and must not be sent with any other correspondence. Calling us to indicate that you reject the Arbitration of Disputes section or sending a rejection notice in a manner or format that does not comply with all applicable requirements is insufficient notice. In order to process your notice, we require that the notice be provided by you directly and not through a third party. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement or your obligation to arbitrate disputes under any other account as to which you and we have agreed to arbitrate disputes. If you do not send a rejection notice, you

will be obligated by the Arbitration of Disputes section with respect to this and any prior account you have had with us, even if you have previously sent a rejection notice with respect to that prior account.

**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 find a mistake on your statement**

If you think there is an error on your Statement, write to us at: CommunityAmerica Credit Union Customer Service: PO Box 31112, Tampa, FL 33631-3112

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 have 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:  
Customer Service, PO Box 31112, Tampa, FL 33631-3112

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.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**