

«RETURN1»
«RETURN2»



WHERE SMART PEOPLE KEEP THEIR
MONEY

«ADDRESS2»«ADDRESS1»
«ADDRESS3»
«ADDRESS4»
«ADDRESS5»
«ADDRESS6»



«POSTNET»

«BARCODE»

CREDIT LIMIT: «CREDIT»«CREDIT2»«CREDIT3»«CREDIT4»
ISSUED BY: «ISSUEDBY»

Cards Account number
«ACCT»

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.

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. The FINANCE CHARGE on Purchases is calculated at a monthly Periodic Rate from .74167% to 1.40833% which is an ANNUAL PERCENTAGE RATE from 8.90% to 16.90%. The FINANCE CHARGE on Cash Advances is calculated at the monthly Periodic Rate from .90833% to 1.50000% which is an ANNUAL PERCENTAGE RATE from 10.9% to 18.0%. The monthly Periodic Rates and ANNUAL PERCENTAGE RATES which apply to your Account (a) are based on your creditworthiness and your credit score obtained from your consumer report and (b) will be disclosed to you before or at the time the Card is issued.

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 and credits are subtracted. To get the daily balance for Purchases, new Purchases are added to the day's beginning balance and payments and credits 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 not to pay 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, for the purpose of all finance charges.

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

- 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.
- 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.
- Return Check /Return Pre-Authorized Payments Fee:** \$27.00
- 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.
- 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.
- Balance Consolidation/Convenience Check Stop Payment Fee:** \$27.00.
- Rush Mail Fee:** (Priority Handling) \$25.00.
- Cash Advance Transaction Fee:** A cash advance transaction fee will not be imposed. Your cash advance limit will be up to 50% of your total credit limit.

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.** AS A CONDITION OF CREDIT UNION'S OPENING YOUR ACCOUNT AND YOUR USE OF THIS CARD, YOU HEREBY GRANT TO CREDIT UNION A SECURITY INTEREST IN ALL SHARES, DEPOSITS AND OTHER FUNDS ON DEPOSIT WITH CREDIT UNION IN WHICH YOU HAVE AN OWNERSHIP INTEREST (other than an IRA account where this security interest would cause the loss of tax-exempt or tax-deferred status). THE SECURITY INTEREST IS FOR ALL AMOUNTS OWED TO CREDIT UNION UNDER THE TERMS OF THIS AGREEMENT. IF YOU ARE IN DEFAULT UNDER ANY TERM OF THIS AGREEMENT, CREDIT UNION SHALL HAVE A RIGHT TO IMMEDIATELY SEIZE YOUR SHARES, DEPOSITS AND/OR OTHER FUNDS WITHOUT NOTICE OR DEMAND TO YOU AND TO APPLY SUCH FUNDS TO THE AMOUNTS OWED TO CREDIT UNION. Collateral securing other loans you have with Credit Union now or in the future will also secure this loan, except that a dwelling or your household goods (as defined by the Federal Trade Commission) will not 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 11904, Tampa, FL 33680 or telephone (800) 645-7728 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. 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. **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 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 or minus any adjustment determined by the Credit Union.

16. **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, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within one hundred (100) miles of your home.

17. **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.

18. **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.

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

20. **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.

21. **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.

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

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two (2) limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state within one hundred (100) miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

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

03/09/10

ISSUED ON: «PDATE»