



**SECURED & REBUILDER
VISA® CREDIT CARDS
AGREEMENT / DISCLOSURE**

Effective January 19, 2010

AGREEMENT:

This agreement contains the terms and conditions of your CCCU Visa® Secured or Rebuilder Credit Card and associated credit card account. In this agreement the words “you”, “your”, and “cardholder”, means the applicant and co-applicant (if any). “Primary Cardholder” refers to the first name on the account. “Agent” refers to any person authorized by you to use your card. The words “we”, “our”, “us”, “issuer”, “CCCU” or “Credit Union” mean City County Credit Union of Fort Lauderdale. The term APR refers to Annual Percentage Rate.

ACCEPTANCE OF THIS AGREEMENT:

You agree to the terms and conditions of this Agreement when you or an authorized agent uses the credit card account, or you do not return the credit card (cut in half) to us within 30 days from the date of issue.

CARD USE:

You can use your credit card and account for personal, family or household purposes only. You may not use your credit card for any unlawful transaction or purposes not permitted by state or federal law, including on-line gambling.

CREDIT LIMIT / LINE OF CREDIT:

You have been issued a credit card with a specific credit limit or line of credit. You shall be notified of that credit limit when the card is issued and the credit limit will appear on your monthly credit card statement.

You may request credit be extended with your credit card account by:

- Using the credit card to purchase goods and services.
- Requesting a cash advance or balance transfer (\$100 minimum).
- Using the card, with your PIN (Personal Identification Number) to make cash withdrawals at an ATM (Automated Teller Machine).
- Using a Convenience Check (\$100 minimum).

We need not make any advance or extend credit if:

- You are in default of this Agreement or any other CCCU account agreement.
- Your financial condition has adversely changed.
- The advance or extension of credit would exceed your credit limit.

If the situation warrants, we may increase or decrease your credit limit.

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 to us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement 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 why you believe there is an error. If you need more information, describe the item in question.

If you have authorized us to pay your credit card payment automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three 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 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement 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 statement, 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 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 days telling us that you still refuse to pay, we must tell you the name of anyone we reported you to. We must tell anyone we reported you to that the matter has been settled between us when it finally is.

SPECIAL RULES 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 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 limitations on this right (a) you must have made the purchase in your home state or, if not within your home state, within 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 service.

CONVENIENCE CHECKS:

Convenience checks may be used to access your credit line. If there is insufficient credit available, the check will be returned to the payee.

LOST OR STOLEN CARD:

You may be liable for the unauthorized use of your credit card if you fail to notify us in a timely manner or refuse to cooperate with a fraud investigation.

If your credit card is lost or stolen, or if you have reason to believe, another person may use your card without your permission, you must notify us immediately at (800) 654-7728. If a telephone is not available, write to us at VISA Customer Service, P.O. Box 31112, Tampa, FL 33631-3112. If there is unauthorized use of your card, you agree to cooperate with us during the investigation and prosecution of fraudulent use.

We may return a convenience check unpaid if your card or checks have been reported lost or stolen.

CONSENSUAL SECURITY AGREEMENT:

By using your CCCU Visa® Secured or Rebuilder Credit Card or account number, you grant us a consensual security interest in all individual and joint accounts you have with the Credit Union now and in the future to secure credit card balances.

In the event payments are not made as agreed and this account becomes more than 30 days past due, you hereby give authorization for us to bring the account current by transferring funds from any CCCU deposit account on which you are an owner.

However, unless you expressly agree otherwise, your dwelling will not secure your obligations under this Agreement even if we acquire a mortgage on the dwelling based on use of your card.

Balances in an Individual Retirement Account and any other accounts, which are tax exempt under State or Federal Law are not subject to the security interest you have given in your authorization to apply shares.

OTHER:

You understand and agree that the Credit Union may, at its option, require an updated credit application at any time.

The Credit Union will not be responsible for merchandise or services purchased by you with the card unless required by law.

The Credit Union will not be responsible for the refusals of any person to honor the card or if you are not able to use the card at an ATM machine.

If any part of this Agreement shall be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.

The Credit Union may delay enforcing any of its rights under this Agreement any number of times without losing the ability to exercise its rights later.

The Credit Union can enforce this Agreement against your heirs or legal representatives.

This Agreement shall be construed according to the laws of the State of Florida. You agree that venue for any action brought pursuant to this Agreement shall be in Broward County, Florida.

Table 1 - Finance Charge and Fee Disclosure		
Description	Interest Rates and Interest Charges	
	Secured Card	Credit Rebuilder Card
Annual Percentage Rate (APR) for Purchases, Balance Transfers, and Cash Advances	16.9%	20.9%
	Rates shown above are effective from January 19, 2010 to July 18, 2010.	
	Margin rates	
	13.65%	17.65%
APR is determined by adding the above margin rate to the Wall Street Prime as published in the Wall Street Journal on June 30th of each year.		
Paying Interest	Your Payment due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balances by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.	
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.50	
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .	
Description	Fees	
Annual Fee:	\$50 Charged at 12-month anniversary of account opening.	\$50 Charged at account opening and at 12-month anniversary of account opening.
Transaction Fees:		
Balance Transfer	None	
Cash Advance	None	
Foreign Transaction	3% of each transaction in U.S. dollars	
Purchase Transaction	None	
Penalty Fees:		
Late Payment	\$32	
Returned Payment	\$10	
Service Fee:		
Credit Card Overlimit Allowance	\$19 per transaction that exceeds \$20 over credit limit	

CREDIT CARD OVERLIMIT ALLOWANCE:

You may enroll in the Credit Card Overlimit Allowance service if you want to permit authorizations to take your balance up to 110% of your credit limit. Contact us for enrollment form.

If you have chosen not to have Credit Card Overlimit Allowance, authorizations presented that will take you over your credit limit will be declined.

PROMISE TO PAY:

You agree to pay us all amounts owed on your account under this Agreement. This includes charges for insurance (you elect), account fees, and finance charges as described in this Agreement.

By using or authorizing another agent to use your credit card or credit card account, you agree to be responsible for all charges incurred and to be bound by the terms and conditions of this Agreement.

You, as Cardholder, will be liable and subsequently agree to pay CCCU for credit purchases and loan advances extended to you or any agent using your Card unless both of the following apply:

- The person using your card did not have actual, implied, or apparent authority from you for such use.
- You received no direct or indirect benefit.

If this is a joint credit card account, you are jointly and severally liable for all credit purchases, and loan advances obtained using your card by any authorized user. Consequently, each of you, together or individually, is responsible for all amounts owed. This applies even if only one of you uses the account.

YOUR RIGHT TO CANCEL:

You may cancel your credit card account at any time. If you opt to cancel and have an outstanding balance on your card it will be frozen at the current APR until paid in full. Payments must be made as required or the account will be subject to late fees.

You also have the right to cancel permission for an authorized user to continue to use your credit card, you must notify us in writing and return any card(s) issued (cut in half) to or for the authorized user. You will be liable for all purchases, cash advances, and account fees created by an authorized agent, until we receive the required written notification and card.

If this is a joint account, either owner may request the account be closed. We will honor the request without liability to either joint cardholder.

PAYMENTS:

On or before each Payment Due Date, you agree to make a payment.

The Payment Due Date will be the same date each month. The minimum payment amount is 3% of your card account balance, (as of the last day of the billing cycle) or \$10, whichever is greater.

The Credit Union does, however, reserve the right to charge for dishonored payment due to insufficient or uncollected funds in accordance with the CCCU Fee Schedule.

We can accept late payments, partial payments, payments that are marked “payment in full”, or payments with restrictive endorsements, without losing any of our rights under this Agreement.

Payment for more than the minimum amount will be accepted as a single payment on your CCCU Visa® Secured or Rebuilder Credit Card account for that month.

Payments should be mailed and addressed to VISA, P.O. Box 96099, Charlotte, NC 28296-0099. Please allow sufficient mailing time for payment posting.

Payments may also be made through CCCU Call-24 audio system, CCCU Web Site (InfoLink), and at any CCCU branch. Payments made by these choices will be posted with that day’s effective date if received by 4pm local time

PRE-AUTHORIZED CARD PAYMENT SERVICE:

You may pre-authorize CCCU to pay your credit card payment from your savings or checking account each month in the amounts you have elected from the following options:

- The Minimum Payment (3% of the balance on the last day of the billing cycle or \$10, whichever is greater).
- The total outstanding unpaid balance
- A fixed amount greater than the monthly Minimum Payment.

There are no transfer fees or charges for CCCU pre-authorized payment service.

PAYMENT APPLICATION:

Payment amounts received in excess of Minimum Payment shall be applied to card balances bearing the highest rate of interest and then to each successive balance bearing the next highest rate of interest, until the payment amount is exhausted.

PERIODIC STATEMENT:

We will send you a monthly statement at least 21 days prior to your Payment Due Date (if your account is active) which will indicate your credit limit, statement closing date, previous statement balance, payments, purchases, cash advances, finance charges, new balance, minimum monthly payment and payment due date. In addition, the periodic statement shall include a payment warning that specifies; the number of months it would take to pay the balance making only the minimum balance payment, total interest and principal costs associated with paying the balance by making only minimum payments, monthly payment amount to pay the balance in 36 months, and a toll-free number to obtain information on credit counseling. Statements will be deemed correct and accepted by Cardholder(s) unless CCCU is notified to the contrary in writing within 60 days of statement date.

FINANCE CHARGE INTEREST APR:

The Interest Rate used to calculate Finance Charge is a variable rate subject to change with the beginning of your August statement cycle each year and is indexed to the Wall Street Prime as published in the Wall Street Journal for June 30th of each year. A margin rate shall be added to the Prime rate (see Table 1).

FINANCE CHARGE CALCULATION:**Cash Advances / Balance Transfers:**

The finance charge on cash advance, (including automated teller machine (ATM) and convenience check transactions), and balance transfers are calculated according to the following method:

A finance charge will be charged on Cash Advances and Balance Transfers from the date of the transaction or from the first day of the billing cycle in which the transaction is posted to the account (whichever is later). If not paid in full during the same billing cycle as made, the finance charge will accrue on the unpaid balance until the billing cycle Closing Date prior to the date the entire New Balance is paid in full.

If the New Balance indicated on your statement is paid in full by the Payment Due Date, no finance charge will be imposed during the current billing cycle for Cash Advances or Balance Transfers made during the previous billing cycles.

The Finance Charge, for a billing cycle, is computed by multiplying the Monthly Periodic Rate times the average daily Cash Advances or Balance Transfers balance. The average daily outstanding balance is calculated by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. The daily balance is determined by adding new Cash Advances or Balance Transfers and subtracting payments or credits to the previous day’s balance. Unpaid finance charges are excluded in determining the daily balance.

PURCHASES:

The finance charge on Purchases is calculated according to the following method:

A finance charge will be imposed on Purchases that you obtain through the use of your Card, only if you elect not to pay the entire New Balance by the Payment Due Date shown on your monthly statement. The finance charge will be calculated on the unpaid balance of previous Purchases from the statement closing date and on Purchases made during the current billing cycle from the date of posting to the account. The finance charge 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.

The Finance Charge, for a billing cycle, is computed by multiplying the Monthly Periodic Rate times the average daily Purchases balance. The average daily outstanding balance is calculated by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. The daily balance is determined by adding new Purchases and subtracting payments and credits to the previous day’s balance. Unpaid finance charges are excluded in determining the daily balance.

DEFAULT:

You will be in default on this Agreement if one or more of the following occur:

- You fail to make a Minimum Payment by the scheduled Payment Due Date.
- You fail to abide by the terms of this Agreement or any other agreement you may have with CCCU.
- Your financial or credit status has changed so that your credit worthiness has been negatively impacted.

In addition, you will be considered in default of this Agreement if:

- Cardholder dies
- You declare bankruptcy or insolvency.
- You have an attachment or garnishment proceeding initiated against you or your property.

DEFAULT REMEDIES:

If you are in default, CCCU may take one or more of the following actions:

- Cancel cards
- Accelerate all amounts owed without notice on demand.
- Require past due payment(s) and fees to be paid immediately.
- Take the past due payment(s) and fees from any deposit account in your name.
- Require you to immediately pay all amounts you owe under this Agreement.

- Take the amount owed under this Agreement from any deposit account in your name.

You understand that any remedy applicable under this agreement is extended equally to co-applicant or Guarantor.

If you are in default, you agree to pay all our costs, including attorney’s fees, which we incur in any collection efforts or litigation at the trial, bankruptcy or appellate level to enforce this Agreement and collect the amount owed.

SKIP PAYMENT OPTION:

From time to time, the Credit Union, at its option and terms, may announce an optional feature, which will allow you to skip one or more payments. You understand that periodic finance charges will continue to accrue on your unpaid balance at the applicable Monthly Periodic Rate. At the end of the period, the payment terms of this Agreement will be reinstated automatically without notice.

TERMS/CHANGE IN TERMS:

You agree that we, at our sole discretion, may change all terms, including annual percentage rates (APRs), line of credit amount, features and fees, any time in accordance with our agreement and applicable law. We may make changes based on information in your credit report, market conditions, business strategies, or for any other reason we may choose. We will provide advanced written notice of a change in terms, as required by law. The address of record, at the time of a change, will be used for such notice.

Any increase or decrease to an APR based on a change in terms, will only apply to new cash advances (including ATM and convenience check transactions), balance transfers, and purchases. Existing balance shall remain at the existing APR until paid in full.

If we decide to make changes you will receive advance notice, as required by law, and a right to opt out. If you choose to opt out, we will close your card account. You will then pay the remaining balance at the rate in effect when closed. Of course, this paragraph does not apply to changes required by law, our regulators, or our network providers.

REVOCAION:

You agree that your CCCU Visa® Secured or Rebuilder Credit Card is the property of CCCU, not transferable, and must be surrendered upon demand. We can repossess the card, and revoke all privileges at any time and without notice including, but not limited to, the following conditions:

- A negative impact to your creditworthiness.
- Your CCCU loan account/s is delinquent.
- Your failure to maintain the minimum required balance on your Credit Union Share Account.
- Your failure to satisfy or adhere to the terms and conditions of this Agreement.
- You make false or misleading statements in any credit application or update of credit information.
- If something happens which the Credit Union believes may reduce your ability to repay what you owe.

ANNUAL FEE:

The annual fee for VISA Secured is \$50 and is charged on the 12-month anniversary of the opening month.

The annual fee for VISA Credit Rebuilder is \$50 and is charged when the account is opened and on the 12-month anniversary.

APPLICATION PROCESSING FEE:

Credit Rebuilder cardholders will incur a processing fee of \$50 for the following actions:

- Opening of the card account.
- Requesting a credit line increase.
- Requesting a transfer to another credit card product.

LATE FEE:

A late fee of \$32 will be charged when a payment is not received within two days after the Payment Due Date or the payment was less than the Minimum Payment amount due. The fee will be reflected on your monthly periodic statement.

CREDIT CARD OVERLIMIT ALLOWANCE FEE:

A fee of \$19 will be charged, if you have opted to permit authorizations to take your balance up to 110% of your credit limit and authorizations have caused your account balance to exceed \$20 over your credit limit. The Credit Card Overlimit Allowance Fee will be charged with each new extension of credit that is over your credit limit.

FOREIGN CURRENCY TRANSACTIONS:

Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

FOREIGN TRANSACTION FEE:

A fee of 3% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances, and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands. The fee amount will appear on your statement directly below the transaction details.

RETURNED PAYMENT FEE:

A Returned Payment Fee of \$10 will be charged if the drawee financial institution, for any reason, returns the item you used as a credit card payment.