

Navy Federal Credit Union® Credit Card Agreement and Disclosure

Interest Rates and Interest Charges	
Variable Annual Percentage Rate (APR)¹ Rates apply to purchases, balance transfers and convenience checks. Platinum - MasterCard® and Visa® <i>n</i> Rewards® - MasterCard and Visa <i>go</i> Rewards® - MasterCard and Visa <i>cash</i> Rewards - Visa Flagship Rewards - Visa and Visa Signature®	7.99% to 18.0% 8.99% to 18.0% 9.49% to 18.0% 9.65% to 18.0% 9.99% to 18.0% This APR will vary with the market based on the Prime Rate.
Cash Advance APR¹	2% above your Variable APR. This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	18.0% This APR may apply to your account if you: <ul style="list-style-type: none"> • Are over 60 days past due; or • Make a payment that is returned and causes your account to be over 60 days past due. How Long Will the Penalty APR Apply?: If your APRs are increased for either of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due.
Paying Interest	Your 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 balance by the due date each month. We will begin charging interest on Cash Advances, Balance Transfers and Convenience Checks on the transaction date.
Minimum Interest Charge	None
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 .

Fees	
Annual Fees <ul style="list-style-type: none"> • <i>n</i>Rewards Visa and MasterCard, Platinum Visa and MasterCard, <i>cash</i>Rewards Visa • <i>go</i>Rewards Visa and MasterCard² • Flagship Rewards, Visa Signature Flagship Rewards² 	<ul style="list-style-type: none"> • None • \$18.00 • \$49.00
Transaction Fees <ul style="list-style-type: none"> • ATM Cash Advance • Foreign Transaction 	<ul style="list-style-type: none"> • None if performed at a Navy Federal branch or an ATM. Otherwise, \$.50 per domestic transaction or \$1.00 per overseas transaction. • 0.80% of the transaction amount if in U.S. dollars. 1% of the transaction amount if must convert to U.S. dollars.
Penalty Fees <ul style="list-style-type: none"> • Late Payment³ • Returned Payment 	<ul style="list-style-type: none"> • \$20.00 • \$20.00

- **How We Will Calculate Your Balance:** We use a method called "average daily balance (including new transactions)." See your account agreement for more details.
- **Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

¹ **Variable Rate Information:** Your APR may vary. Rates are determined and adjusted monthly, on the first business day, by adding a Margin to the highest Prime Rate published in the *Wall Street Journal* on the first day of the previous month. The Margin is determined based on an evaluation of each member's credit history. The Margin will range from 4.74% to 14.74% based on product type.

² **Annual Fees:** If you have been issued a Navy Federal Flagship Rewards card, Visa Signature Flagship Rewards card or *go*Rewards card, you will be billed the annual membership fee. This charge will appear on your first statement, and annually thereafter. Only one fee will be charged to your account regardless of the number of cards issued on the account.

³ **Late Payment Fee:** You will be required to pay a late payment fee of \$20.00 if you do not pay at least the minimum payment by the payment due date on your statement. Navy Federal may also assess the late payment fee every month thereafter that you are past due.

Other Fees: Convenience check stop range fee — \$10.00. Convenience check stop payment — \$6.50. Returned convenience check fee — \$20.00.

Ohio Residents: The 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.

Wisconsin Residents: Wisconsin law provides that any agreement, unilateral statement or court decree relating to marital property may not adversely affect a creditor's interest, unless prior to the time credit is granted, the creditor is furnished a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision.

Preamble. As used in this Agreement, the words “you” and “your” mean each and every person signing, using or having a credit card account with Navy Federal Credit Union, referred to as “we” and “us” or “NFCU.” All correspondence to us relating to this Agreement should be addressed to NFCU, PO Box 3501, Merrifield, VA 22119-3501. You may also call us toll-free in the U.S. 1-888-842-6328. For toll-free numbers when overseas, visit navyfederal.org. Use 1-703-255-8837 for collect international calls. Information concerning NFCU credit cards may also be obtained at navyfederal.org. Virginia law will be used to interpret this Agreement unless federal law applies.

1. This is Your Agreement with NFCU. Please read the Agreement carefully and keep a copy for your records. It is a summary of terms that control the use of your credit card account. By using your credit card, you agree to all of the terms of this Agreement.

2. Maximum Amount You May Owe NFCU. The maximum amount you may owe us at any time is the amount of your assigned credit limit. You may not use your card if you owe us more than your credit limit. If you exceed the credit limit, you must pay this amount immediately. You may request a change to your credit limit by calling the telephone number or writing to the address shown in the Preamble of this Agreement. We reserve the right to determine your credit and/or cash line and may increase, decrease or restrict it at any time without notice.

3. Promise to Pay. You agree to pay us the amount of all purchases and cash advances that you, your co-applicant and/or authorized users make using your credit card or any other access device provided. You also agree to pay the total of any interest charges and other charges/fees due on your account according to the Agreement. If this is a joint account, the co-applicant also promises to pay all amounts owed to us. If you allow another person to use your credit card, you are responsible for paying for their purchases and cash advances also.

4. Share Savings Account Required. All applicants and co-applicants on a NFCU credit card account must have an open share savings account that carries a \$5.00 minimum balance. If you do not have a share savings account, one will be opened for you. If your balance is less than \$5.00, your credit card may be charged with a purchase transaction to bring your balance to the minimum.

5. Security Interest. For purposes of this section, the words “I” and “we” mean each and every person signing, using or having a credit card with NFCU. I/we acknowledge and pledge to NFCU a statutory lien in my/our shares and dividends on deposit in all joint and individual accounts and any monies held by NFCU now and in the future to the extent of any loan made and any charges payable. The statutory lien does not apply to shares in any Individual Retirement Account. I/we acknowledge and pledge to NFCU a security interest in the collateral securing loan(s) that I/we have with NFCU now and in the future, including any type of change or increase; and any proceeds from the sale of such collateral and of insurance thereon not to exceed the unpaid balance of the loan. This security interest in collateral securing other loans does not apply to loan(s) on my/our primary residence.

6. Monthly Statements. We will deliver statements monthly to the last address on record as long as there is activity on your account.

7. Payments. All payments made to us must be in U.S. dollars. Payments must be mailed to NFCU, PO Box 3500, Merrifield, VA 22119-3500. Payments received by 5 p.m. at that location will be credited the same day. In some cases, available credit may be delayed until the payment is verified. Mailed payments to your credit card account may not be commingled with funds designated for credit to other NFCU accounts.

We will accept late or partial payments without forfeiting any of NFCU’s rights under this Agreement. Payments that are marked “paid in full” and that are of an amount less than the balance on the credit card account, or that are marked with any other restrictive endorsements, should be sent to PO Box 2464, Merrifield, VA 22116, Attn. Credit Card Division.

8. Foreign Transactions.

• **Visa®.** All Visa purchases and cash advances will be billed to you in U.S. dollars. The rate of exchange used for processing international transactions is 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 the government-mandated rate in effect for the applicable central processing date.

• **MasterCard®.** All MasterCard purchases and cash advances will be billed to you in U.S. dollars. Currently the rate of exchange used is either a government-mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed. This rate of exchange may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

9. How Much You Must Pay Us. Your monthly statement will tell you the total amount that you owe us, the minimum payment that you must make and your payment due date. The minimum payment for credit card accounts will be the greater of (1) 2% of the new balance or (2) \$20.00. If the new balance of your account is less than \$20.00, the minimum payment will be the new balance.

You may pay the new balance in whole or in part at any time. We will not charge you a penalty for paying more than the minimum payment. Paying ahead and skipping a payment will not reduce your liability for interest charges in the month that you do not make a payment. If your account has balances with different APRs, the minimum payment will be allocated to the balance with the lowest APR before any payments are allocated to balances with a higher APR. Any payment amount received in excess of the minimum payment will be allocated to the balance with the highest APR and any remaining portion to the other balances in descending order based on the APR.

10. Paying Interest. Your 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 balance by the due date each month. We will begin charging interest on Cash Advances, Balance Transfers and Convenience Checks on the transaction date.

11. How We Determine the Amount of Interest Charges. NFCU calculates interest charges on your account by applying the periodic rate to the “average daily balance” of your account, including current transactions. To calculate the “average daily balance,” we take the beginning balance of your account each day, add any new purchases and cash advances, and subtract any payments, credits and unpaid interest charges. The resulting total is the daily balance. We then add together all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This amount is your “average daily balance.”

12. Ownership of Credit Card. Every card remains the property of NFCU. We have the right to cancel your account at any time with or without written notice to you. You must return the card if we ask you to do so. You cannot use the card after it has been canceled. If a bankruptcy proceeding is commenced by or against you, your credit card(s) shall automatically be canceled.

13. You May Cancel Your Account. You may cancel your credit card account with us at any time by notifying us using the contact information in the Preamble of this Agreement.

14. Cardholder Signature. Your card is not valid unless it is signed. Sign the back of your card immediately upon its receipt.

15. Liability For Cardholder Negligence or Unauthorized Use. REPORT A LOST OR STOLEN CARD IMMEDIATELY. You agree to accept responsibility for safeguarding all cards and PINs issued to you and any other users. You also agree that NFCU may invalidate your

card(s) and PIN if unauthorized transactions occur. You will not be liable for unauthorized transactions after you notify us by calling the telephone number in the Preamble of this Agreement. You agree to assist us in the prosecution of persons for unauthorized use of your card.

16. Consumer Reporting Agencies. NFCU may report information about your credit card account to consumer reporting agencies. You authorize us to take any credit or investigation action, including requesting a consumer credit report from a consumer reporting agency, that we deem necessary in order to review any credit extended under this Agreement, increase the credit line on this account, take collection action on this account or for any other legitimate purpose. If you ask, we will disclose whether we asked for consumer reports about you and we will give you the name and address of the consumer reporting agency contacted. You agree to provide us with any other names under which you have been granted credit or that we should use to check your credit.

17. Default. If you violate any terms of this Agreement, or you fail to pay the amount due as listed on your monthly statement, or commence in bankruptcy proceedings, or if we determine that there has been a substantial adverse effect on your ability to repay the debt incurred on this account, NFCU may, without notice or demand, deny use of your credit line, or cancel your credit card account and/or declare due and payable the unpaid portion of your balance, together with all costs relating to the collection, of this account including but not limited to the outstanding balance, unassessed interest charges, court costs, expenses and attorney’s fees.

If you do not make your minimum payment by the due date and your account is over 60 days past due or you make a payment that is returned and causes your account to be over 60 days past due, your account will be considered in default. The Penalty APR will be applied to any and all transactions and outstanding balances in your account, including Promotional APRs and other balances effective at least 45 days after your account is considered in default. If you are in default, you give NFCU permission to obtain your Active Duty/Reserve address. You also authorize NFCU to contact and receive from any person, including but not limited to Commanding Officer, other employer, credit grantor or landlord, state and federal agencies, or branches thereof and various department and commands of Department of Defense, any information which they deem necessary to cure or collect said default.

18. How May We Contact You. You expressly agree that to service your account or to collect any amounts you may owe NFCU, we or authorized parties may call you and send text messages to you. We may use prerecorded/artificial voice messages or an automatic dialing device to contact you at any telephone number associated with your account, including mobile telephone numbers, all of which could result in charges to you. You also expressly consent that we may send e-mail messages regarding your account to your e-mail address.

19. Use of Card for Illegal or Risky Transactions. It is your responsibility to comply with all laws when using your NFCU credit card. You agree to hold us harmless for any damages or other liability arising from a transaction initiated by you or your authorized user for the purpose of conducting an illegal activity. We reserve the right to decline authorization of transactions for activities we believe may violate law or pose significant risk to us or our members.

20. Amendment of This Agreement. The Provisions of this Agreement are severable. If any provision of this Agreement is held by a court of law to be invalid or unenforceable, the rest of this Agreement will not be affected. NFCU may amend and change this Agreement, including rates, by providing an advance written notice of the changes to you. However, we may reduce charges, fees and rates without sending you an advance notice.

21. Your Billing Rights under the Fair Credit Billing Act. If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us at the address listed on your bill as soon as possible. We must hear from you within 60 days after we sent you the first bill on which the error or problem appeared. You may telephone us; doing so, however, will not preserve your rights. In your letter, please provide us the following information:

- Your name and account number and the dollar amount of the suspected error.
- The nature of the error. Explain to us why you believe there is an error. If you need more information, describe the item in question.

If you authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you question. To stop the payment, you must contact us at least 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 already corrected the error. Within 90 days, we must either correct the error or explain to you why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, nor can we report you as delinquent. We can continue to bill you for the amount you question, including interest charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount during our investigation. You are still obligated, however, to pay the parts of your bill that are not in question.

If we find an error on your bill, you will not have to pay any interest charges related to that amount. We will send you an amended statement of the amount you owe and the date it is due. If you fail to pay the amount that we have determined you owe, we may report you to a consumer reporting agency as delinquent. However, if you disagree with our findings and write to us within ten days saying that you still refuse to pay, we must also report that you have continued questions about your bill. We must tell you the name of anyone we reported you to. We must also report when the matter has been settled.

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 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.
- (b) The purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

22. Notice Concerning Use of an Automatic Teller Machine (ATM). Be alert. Don’t use the ATM if the lights are not in operation or you see suspicious activity. Take someone with you if you must make a transaction at night. If you sense someone attempting to view your transaction, cancel the transaction and leave. Remember to take your card, cash and receipt and put them away. Count your money only when you are safely away from the ATM area. Immediately report all crimes to the operator of the ATM and to local law enforcement officials.

23. Promotional APR. A special monthly periodic rate and corresponding APR may apply to certain transactions during future promotions. Each offer will identify the specific terms of that promotion and we will advise you how to obtain this APR before those future promotions begin.

Promotions offering balance transfers at a fixed APR may be made to any NFCU credit card. This will result in your variable rate card having balances with both variable and fixed APRs, in accordance with the applicable terms of the promotion.