

**LGE COMMUNITY CREDIT UNION**  
**Visa Platinum**  
POST OFFICE BOX 1188  
MARIETTA, GEORGIA 30061

In this Agreement, the words you, your and yours mean the undersigned Cardholder. The words we, us and our mean LGE Community Credit Union. We reserve the right to amend the terms and conditions of the Agreement from time to time.

**TERMS AND CONDITIONS**

**Illegal Transaction.** Your VISA Card may not be used for any illegal transaction. Such use may subject you to criminal penalties, and will result in your VISA account privileges being terminated.

**Gambling.** GAMBLING TRANSACTIONS WILL NOT BE KNOWINGLY HONORED BY THE CREDIT UNION, and it shall be the Credit Union's policy to attempt to "block" all such transactions.

**Purchases, Cash Advances and Balance Transfers.** You can use the Card for Purchases, Cash Advances and Balance Transfers. You will owe us for these amounts plus Finance Charges and Other Charges, if any, all payable in United States Dollars.

**Monthly Statement.** We will generate one monthly statement provided to you electronically or by mail at the address or email on file at the time the statement is generated. A statement will generate if your account has activity, including debits, credits, Finance Charges or other charges during the Billing Cycle. You must pay us (or if we elect, to any party to whom we transfer and assign your Account) according to the Terms and Conditions of the Account.

Terms and Conditions (including Federal Truth in Lending Disclosure):

(a) The conditions under which a Finance Charge will be imposed:

**Finance Charge** - The cost of credit extended to you on the Account resulting from applying the Periodic Rate to the Average Daily Balance.

(1) **Purchases.** A Finance Charge will accrue from the date the transaction posts to the account during a Billing Cycle when there is a Previous Balance and it is not paid in full within the first 25 days of the Billing Cycle. A Finance Charge that will accrue from the first day of the next Billing Cycle will be imposed on Purchases included in the New Balance when the entire New Balance is not paid in full within 25 days after the Closing Date.

(2) **Cash Advances** - Credit extended by us to you in the form of a loan made when you present the Card to us or to any financial institution honoring the Card, or use of any other credit instrument, device, overdraft coverage plan or automated teller machine we make available to you. A Finance Charge computed on a Periodic Rate Basis will be imposed on Cash Advances from the date posted to the Account to the date paid. The Finance Charge accrued on Cash Advances between the Closing Date of the Billing Cycle and the date your Account is credited will appear on your next statement. There is no grace period within which to pay to avoid this Finance Charge.

(3) Balance Transfers – Credit extended by us to you in the form of a loan made when you transfer a balance to us from any other financial institution. A Finance Charge computed on a Periodic Rate Basis will be imposed on Balance Transfers from the date posted to the Account to the date paid. The Finance Charge accrued on Balance Transfers between the Closing Date of the Billing Cycle and the date your Account is credited will appear on your next statement. There is no grace period within which to pay to avoid this Finance Charge.

(4) If your Account is subject to a Finance Charge, then the more that you pay and the sooner you pay the less your Finance Charge will be.

(b) The method of determining the balance upon which a Finance Charge will be imposed:

(1) We calculate the Purchase Finance Charge on your Account by applying a Periodic Rate to the “Average Daily Balance” of Purchases (*rounded to the nearest penny*), on your Account (including current transactions for Purchases). To determine the “Average Daily Balance” of Purchases we begin with the previous day’s ending, Principal Purchase Balance (fees are not included). To this balance, for each day in the billing period, we add new Purchases and other debit transactions; then subtract any principal payments or other credit transactions. The sum of the ending daily balances for the Billing Period is then divided by the number of days in the Billing Period. The result is the “Average Daily Balance” of Purchases. If the entire Previous Balance is paid in full within the first 25 days of the Billing Period, the Average Daily Balance of Purchases will be considered to be \$0.

(2) We calculate the Cash Advance Finance Charge on your Account by applying a Periodic Rate to the “Average Daily Balance” of Cash Advances (*rounded to the nearest penny*), on your Account (including current transactions for Cash Advances). To determine the “Average Daily Balance” of Cash Advances we begin with the previous day’s ending, Principal Cash Advance Balance (fees are not included). To this balance, for each day in the billing period, we add new cash advances, new balance transfers and other debit transactions; then subtract any principal payments or other credit transactions. The sum of the ending daily balances for the Billing Period is then divided by the number of days in the Billing Period. The result is the “Average Daily Balance” of Cash Advances.

(3) We calculate the Balance Transfer Finance Charge on your Account by applying a Periodic Rate to the “Average Daily Balance” of Balance Transfer (*rounded to the nearest penny*), on your Account (including current transactions for Balance Transfers). To determine the “Average Daily Balance” of Balance Transfers we begin with the previous day’s ending Principal Balance Transfers (fees are not included). To this balance, for each day in the billing period, we add new Balance Transfers and other debit transactions; then subtract any principal payments or other credit transactions. The sum of the ending daily balances for the Billing Period is then divided by the number of days in the Billing Period. The result is the “Average Daily Balance” of Balance Transfers.

(c) The method of determining the amount of the FINANCE CHARGE: The FINANCE CHARGE imposed during a Billing Cycle will be determined by:

(1) Multiplying the Average Daily Balance of Purchases by the Monthly Periodic Rate for Purchases; the corresponding ANNUAL PERCENTAGE RATE is determined by multiplying the Monthly Periodic Rate by 12.

(2) Multiplying the Average Daily Balance for Cash Advances and Balance Transfers by the Monthly Periodic Rate for Cash Advances; the corresponding ANNUAL PERCENTAGE RATE is determined by multiplying the Monthly Periodic Rate by 12.

(3) Adding the results of (1) and (2).

(4) The FINANCE CHARGE and ANNUAL PERCENTAGE RATE are determined by the application of a Variable Rate and may vary monthly: The Monthly Periodic Rate will be determined monthly in advance of the Billing Cycle to which it will be applied, during the last week of the preceding month, in the following manner: (a) We will determine the average of the 26-Week Treasury Bill ("T-Bill") Rates for the preceding four weeks, (b) then we will add 12% percentage points to such T-Bill Rate, as announced, for Purchases, **and 12% percentage points to such T-Bill Rate, as announced for Cash Advances and Balance Transfers;** (c) We will then divide the resulting percentage by 12 to determine the Monthly Periodic Rate applicable to **Cash Advances, Balance Transfers** and Purchases for the next Billing Cycle. If the Federal Reserve Bank should cease publishing the 26-Week T-Bill Rate, then we reserve the right to change the index or method of computing your interest. If we do change the index, we will notify you.

(5) An increase/decrease in the 26-week T-Bill will cause a corresponding increase/decrease in the ANNUAL PERCENTAGE RATE, and will increase/decrease the number of your payments of the same amount. An increase/decrease in the T-Bill will take effect on the first day of the Billing Cycle.

(6) The Monthly Periodic Rate for Purchases, Cash Advances and Balance Transfers will not exceed 1.5000% (corresponding ANNUAL PERCENTAGE RATE of 18%).

(7) Please see Attachment 'A' for the current ANNUAL PERCENTAGE RATE.

(d) The conditions under which any Other Changes may be imposed:

(1) Late Payment Charge. If you do not pay a Minimum Payment within 10 days after the Closing Date of the Billing Cycle within which it is due, a Late Payment Charge will be imposed on your Account. Please see Attachment "A" for current Late Payment Fee.

(2) Returned Check Fee. If any check in payment of your Account is returned unpaid for any reason we may charge a returned check fee. Please see Attachment "A" for current Returned Check Fees.

(3) Statement/Charge Slip Copy Fee. We may impose a charge for each copy of your monthly statement that you request. We may impose a charge for each copy of a standard transaction-charge slip you request and for each copy of a travel and entertainment transaction-charge slip you request the charge. No charge will be imposed in connection with any good faith assertion of a billing error given to us in writing. Please see Attachment "A" for current Statement/Charge Slip Copy Fees.

(e) The conditions under which we may retain or acquire any security interest in any property to secure the payment of any credit extended on the Account: The line of credit applied for herein shall be unsecured, and we waive and disclaim the attachment of this Agreement, or any debt created or incurred pursuant hereto, of any and all security interest which may arise or result by operation of Law prior to judgment or under the terms of any other agreement, note or security deed in any property of any kind belonging to you. Any other agreement, note, security deed or document or statement to the contrary notwithstanding, you do not convey to us any security interest in your principal dwelling by execution hereof or by incurring debts or credit hereunder; irrespective of the terms of any contrary agreement, note, security deed or document or statement, unless a debt created pursuant to this Agreement is reduced to a judgment in a Court of Law, we agree not to assert any interest arising out of this Agreement in or against your principal dwelling, prior to such judgment.

(f) The minimum periodic payment required:

(1) Minimum Payment. If you elect not to pay your balance in full, a payment according to the following schedule must be made by you within 25 days after the Closing Date of the Billing Cycle as shown on your statement. If your New Balance is less than \$10.00; it must be paid in full. Otherwise, your Minimum Payment will be 2% of the New Balance, but not less than \$10.00. In addition to the above, your Minimum Payment will include the amount of all past due payments and may include the amount by which the New Balance exceeds the Credit Line for the Account.

(g) Application of Payments: Payments in excess of the minimum payment will be applied first to the card balance bearing the highest rate of interest and any remaining portion to the other balances in descending order based on the applicable annual percentage rate.

(h) Your Liability for Unauthorized Use of Your 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 at the following address:

LGE Community Credit Union

P.O. Box 1188

Marietta, Georgia 30061

Telephone Number (770) 424-0060,

orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.

(i) Joint Accounts; Freezing Accounts; Monthly Statements; Stop Payment Orders:

(1) We may freeze the Account upon written request of any one of you.

(2) We will send out only one monthly statement. It will be sent to the address you have designated for notice in this Agreement, or to such subsequent address as any one of you designate to use in accordance with the provision for change of address in this Agreement. Copies of the monthly statement are available upon request for a fee as set forth in Appendix A.

(3) Stop Payment: Primary, joint or authorized users can request a stop payment in conformity with applicable Georgia law. Verbal requests are effective for only 14 days. A written request is effective for only six months after we receive it unless you renew it in writing received by us within that period. If we accept a stop payment order from you, we will charge your Account a stop payment fee.

**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.

Provide Written Notification in Case of Errors or Questions About Your Bill.

We must receive written notification from you no later than 60 days after we sent you the first bill on which the error or problem appeared. Verbal notification will not preserve your rights. In your letter, provide the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the suspected error.

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

- If we correct the error, the credit will appear on your statement.
- If the error requires investigation we must notify you within 30 days of receipt of your letter. We have 90 days to correct the error or explain why we believe the bill was correct.
- 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.
- We cannot report you as delinquent while we research the amount in question. We can continue to bill you for the amount in question, including finance charges, and we can apply any unpaid amount against your credit limit.

If we determine there was an error, you will not have to pay finance charges associated with the amount in question.

If we determine there was not an error, finance charges will apply and payment is required for the amount in question. You will receive a statement of the amount you owe and the date that it is due.

- If you disagree with our decision, write to us within ten days and state that you refuse to pay. If you fail to pay the amount in question, we may report you as delinquent. If we report you as delinquent we must:
  - Inform anyone we report you to that you have a question about your bill.
  - And, we must inform you the name of anyone we reported you to.
  - We must inform anyone we report you to when the matter has been settled between us.

If we do not follow these rules, we **cannot** 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 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 of services.

#### ADDITIONAL PROVISIONS

You also agree to all of the following:

**Ownership of Cards.** Any Card or other credit instrument or device which we supply to you is our property and must be returned to us or our agent immediately upon demand. If we ask, you will destroy the Card by cutting it in half or shredding. – check on this because they do not return cards any longer.

**Card Use by Others.** If you authorize another person to use a Card or obtain credit on your Account and entrust a Card to him or her for that purpose, you agree that such authorization shall continue in effect for as long as that person has the Card; that you will be liable for all charges to the Account arising from use of the Card by such person during that time; and that no revocation of such authorization by you will be effective or binding on us until you recover possession of the Card and/or Account for same to our satisfaction. Misuse of a Card by an authorized User will not be considered to be “unauthorized use” under the terms of the Agreement.

**User.** The person(s) authorized by a Cardholder to obtain credit under an Account whether named in an application as a User or otherwise. We may reveal Account information upon the request of any User, including balances, transaction details and payment histories. The Authorized User only has access to the account as long as the Primary account holder is living or has not revoked their status as Authorized User. Any usage of said card after either of the above conditions will constitute liability on the part of the Authorized User.

**Individual Liability.** You, as a Cardholder, will be liable for any credit obtained under an Account, whether obtained by you or by a User of the Account. If there is more than one Cardholder then each will be liable, jointly and severally, for all credit obtained under such Account as well as all finance and other charges provided for in this Agreement.

**Credit Line.** You will not use the Account to obtain credit in excess of the amount of the Credit Line available to you. However, if we agree in writing to temporarily allow you to exceed your Credit Line, you agree to repay the excess amount according to the terms of this Agreement. We can increase or decrease your Credit Line at our discretion.

**Loss or Theft of Card.** You will notify us immediately of the loss or theft, or the use without your permission of any Card or other credit instrument or device which we supply to you by calling (770) 424-0060.

**Our Address.** You should address letters and other notices to us at:

LGE Community Credit Union

Attn: Support Services Department  
P.O. Box 1188

Marietta, GA 30061

Fax number 770-421-2505

Transactions. You will retain for statement verification your copy of each slip (ticket/draft) resulting from each Purchase, Cash Advance, Balance Transfer and other transactions on your Account. We will provide you with photographic or other documentary evidence of each transaction upon your reasonable request for a per copy charge or upon proper written notice of a billing error.

Termination. Either you or we may terminate or suspend your credit privileges under this Agreement at any time. The provisions of this Agreement shall otherwise remain in full force and effect until you pay all sums due us.

Transfer of Account. You **cannot** transfer an Account to any other person.

Honoring of Card. We will not be responsible for the failure or refusal of anyone to honor the Card or any other credit instrument or device we supply to you.

Refunds. If a seller agrees to give you a refund or adjustment, you will accept a credit slip for your Account in lieu of a cash refund. Retain the copy of the credit slip and verify that the credit appears on your account.

Change of Address. You will advise us promptly if you change your mailing address. We can accept address corrections received from the U.S. Postal Service. All written notices and statements by us to you will be sent to your address as it appears on our records.

Credit Reports. You authorize us to make or have made any credit, employment, and investigate inquiries as we deem appropriate for the extension of credit or collection of amounts owing on the Account. We can furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information.

Irregular Payments. We can accept late payments or partial payments, or checks and money orders marked "payment in full", or similar words, without losing any of our rights under this Agreement. Payments must not be made by a postdated check (shows a future date). If we receive a payment by a postdated check, we may clear the check and we shall have no liability if the check is posted to the deposit account prior to the date which appears on the check.

Default. You will be in default on this Agreement if you do not make at least a Minimum Payment on or before the Payment Due Date; you try to exceed or do exceed your Credit Line without our permission; you become subject to bankruptcy or insolvency proceedings; attachment or garnishment proceedings are instituted against you or your property, or we reasonably deem ourselves insecure, you provide us with false information or signature; you die or fail to comply with any provision of this Agreement. Acceptance of a payment or Late Payment Charge after a Payment Due Date or after you have exceeded your Credit Line does not waive the default. Default on any Account or obligation that you have with us will constitute default on all Accounts with us. If you are in default we may, at our option, declare the entire balance due immediately without notice or demand. You must pay all costs, disbursements and reasonable attorney's fees of 15% of all sums due incurred by us to collect and enforce the debt on this Account in the event of delinquency by you or in event of a breach of any obligation by you under this Agreement.

Delay in Enforcement. We can delay enforcing our rights under this Agreement without losing them.

Amendment and Assignment. Upon such notice to you, if any, as may be required by law, the terms and conditions set forth in this Agreement may be amended by us at any time, which amendment shall govern any transactions occurring prior to the effective date of the amendment, as to which there is any unpaid balance owing to us on the effective date of the amendment, and the amendment shall also govern any transaction occurring after such effective date. Upon notice of amendment, you will have the right to surrender your Card, whereupon you may continue to pay off your Account in the same manner and under the same terms and conditions as then in effect. Your failure to surrender the Card prior to the effective date of the amendment shall constitute a consent to the amendment.

We will have the right to assign and transfer our rights under this Agreement and any amounts you owe to us; and the term "us" shall be deemed to include each and every immediate and successive assignee.

Foreign Exchange/Currency Conversions: An International Service Assessment (ISA) Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. An ISA fee of 1% will be assessed for multiple-currency transactions international transactions and a 0.8% ISA fee for single-currency international transactions. Visa defines multiple-currency transactions as transactions made in foreign countries involving currency converted to U.S. dollars. Single-currency transactions are international transactions not involving currency conversions to U.S. dollars. The converted transaction will be shown separately from the International Service Assessment Fee on your billing statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements. Foreign Transaction Currency Exchange Rate: The exchange rate for transactions in a foreign currency will be 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 plus the International Service Assessment Fee.

Guarantor. Any person signing this Agreement who is not a Member of the Credit Union obligates himself a guarantor of payment only.

Retention of Agreement. You agree that the Credit Union may retain this Agreement to comply with federal and/or state law.

Severability. If any provision of this Agreement is held invalid, all valid provisions that are severable from the invalid provision remain in effect.

Captions and Catchlines for Reference Only. Captions and catchlines are intended solely as aids to convenient reference, and no inference as to intent with respect to this Agreement may be drawn from them.

Law Governing. This Agreement is governed by federal laws and the laws of Georgia as they apply.

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