



COMMUNITY FIRST  
CREDIT UNION

# Credit Card Regulations

**KEEP THESE REGULATIONS FOR FUTURE USE.** In these Regulations, the words "you" and "your" mean each and all of those who applied for or received, or who signed and used, the Card. "Card" means your MASTERCARD® or VISA® issued by Community First Credit Union and any duplicates or renewals we issue. "We," "us," "CFCU," and "our" means Community First Credit Union.

M-94522

- 1. RESPONSIBILITY** - If you apply for and receive a Card from us, you agree to these regulations. You also agree to repay all debts and any finance charge or any other fees or charges arising from the use of your Card and the Card account. For example, you are responsible for charges made by you and anyone else to whom you give the Card, and this responsibility continues until you recover and return the Card to us. Except to the extent allowed by law, you cannot disclaim responsibility by notifying us and your responsibility continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account.
- 2. CREDIT LINE** - We will establish a credit line for you and advise you of its amount. You agree not to let the account balance exceed the credit line, but you remain responsible for payment if it does. Any account balance in excess of the Credit Line is payable immediately. We reserve the right to reduce or increase your Credit Line from time to time, or to revoke the Card, without affecting your obligation to pay the account balance. The Cards remain our property, and if we request, you must recover and surrender to us all Cards we have issued on your account. To obtain a STUDENT/STARTER CARD you must complete certain educational requirements. If under the age of 21, a written application is required.
- 3. USING THE CARD** - To make a regular purchase or take a cash advance, present the Card to an authorized plan member or financial institution and sign the sales or cash advance draft which will be imprinted with your Card. You may also obtain a cash advance with the Card at certain manned and unmanned automated terminals. Regular transactions are counted against your Credit Line. You will receive a copy of the draft (or machine receipt at an unmanned terminal) which you should retain to verify your monthly statement. You may not use your Card for any illegal or unlawful transaction, including illegal internet gambling, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.
- 4. CONVENIENCE CHECKS** - We may, from time to time, supply you with personalized Convenience Checks that are subject to the following conditions. Only the person whose name is printed on a Convenience Check may sign it. All Convenience Checks must be written in U.S. dollars. We will not certify a Convenience Check. We are entitled to return a Convenience Check unpaid if there is not enough available credit on your account to pay it, if you are in default under this Agreement, if your Card or Convenience Check has been reported lost or stolen, if your Convenience Check is post-dated, if your right to use Convenience Checks has been canceled or suspended, if your card has not been activated, or if your account has been closed. In addition, we may refuse to honor a Convenience Check whenever we would be entitled to dishonor an ordinary check. If we refuse, under the terms of this Agreement, to honor a Convenience Check issued by you, we may charge your account a fee of \$25.00. A Convenience Check cannot be used to make a payment on any amount owed under this Agreement. Any Convenience Check that we pay will be posted to your account as a cash advance and will be subject to all the terms in this Agreement that apply to cash advances. CFCU shall have no liability for any Convenience Check returned because it was written for an amount in excess of your available line of credit. Convenience Checks that you use and we pay will not be returned to you but will be identified on your monthly billing statement. The Wisconsin Uniform Commercial Code, as well as applicable CFCU policies and fees, will apply to Convenience Checks as if they were checks drawn on a share draft account.
- 5. FEES AND CHARGES**
  - a. **Annual Fee** - None
  - b. **Late Payment Fee** - A late payment fee of \$25.00 will be charged in any billing cycle in which we receive less than the minimum payment on or before the 5th day after the due date.
  - c. **Over the Limit Fee** - None
  - d. **Cash Advance Fee** - A fee of \$5.00 will be charged for each cash advance.
  - e. **Minimum Finance Charge** - A minimum finance charge of \$0.50 will be charged in any month in which there is an outstanding balance.
  - f. **Returned Payment Fee** - A fee of \$25.00 will be charged for any payment that is returned.
  - g. **Non-Sufficient Funds Fee** - A fee of \$25.00 will be charged if you do not have enough funds in your account to cover a payment.
  - h. **International Transaction Fee** - A fee of 1% of the amount of transactions and cash advances made in foreign countries.
- 6. FINANCE CHARGES** - Your account will be subject to a finance charge during any billing period during which you (a) received, or had outstanding, cash balance, or (b) failed to pay in full the Previous Balance shown on the statement during the first 25 days of the statement period (the "grace period"). Except as otherwise provided herein, the finance charge on your VISA or MASTERCARD Card account is calculated by applying the monthly periodic rate (MPR) of .74917% - 1.5825% (annual percentage rate (APR) of 8.99% - 18.99%) to your average daily balance. To get the average daily balance we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide by the number of days in the billing cycle. This gives us the average daily balance.
 

**Student/Starter Cards Only** - The finance charge on your Student/Starter Card account is calculated by applying the monthly periodic rate (MPR) of .8325% (APR of 9.99%) to your average daily balance. If you are in default (as defined in Paragraph 8) the finance charge on your Card account is calculated by applying the monthly periodic rate of 1.658% (APR of 13.99%) to the average daily balance (including new purchases) of your account.

**Secured Cards Only** - The finance charge on your Secured Card account is calculated by applying the monthly periodic rate (MPR) of 1.3325% (APR of 15.99%) to your average daily balance.
- 7. MONTHLY PAYMENT** - Unless there has been no activity on your account since your last statement and your account shows a zero balance, you will receive a statement every month showing your previous balance, the current transactions on your account, the remaining regular credit available under your credit line, the fees and finance charge, the new balance, and the minimum payment due. Every month you must pay at least the minimum payment within the grace period. You may, of course, pay more than the minimum payment. If you pay the new balance in full before the expiration of the grace period, you will reduce or avoid the finance charge. The minimum payment will be 2.5% of your new balance, or \$10.00, whichever is greater, or your full new balance, if it is less than \$10.00. In addition, if you have exceeded your credit line, your minimum payment will include the full amount by which your new balance exceeds your credit line. We will apply your minimum payment amount first to the finance charge, then to any fees, and then to your balance at your lower promotional rate before being applied to any balance at your card's regular rate. To the extent your payments exceed the minimum payment amount due each billing period, payments will be applied to balances with high APRs prior to balances with low APRs. A minimum payment is required for every statement period that you carry a balance, and any additional amount paid, while reducing your balance, will not prepay any future minimum payments.
- 8. DEFAULT** - You will be in default if your account is more than 60 days delinquent.
- 9. SECURITY INTEREST** - Each purchase and cash advance through your account constitutes a loan made by us to you in the State of Wisconsin. You agree that the Wisconsin Consumer Act applies to all these loans even though you may use them for business purposes, or you are a person not otherwise covered by the Act. To secure each purchase loan, you grant us a security interest under the Uniform Commercial Code in any goods you purchase with it. If you default, we will have the right to recover any of these goods which have not been fully paid for through our application of your payments in the manner described in Paragraph 7. If you give or have given us any other security interests for all your debts, your Card account will also be secured by the property described in those security agreements (except your home, home furnishings, appliances and clothing). You also agree to grant a security interest in all shares and deposits now or hereafter held in Community First Credit Union, except funds held in an Individual Retirement Account or Keough/SEP plan, as security for amounts owed under this agreement. You authorize Community First Credit Union to apply these shares and deposits, in the event of default, and to pay said amounts to the credit union.
- 10. ACCURACY OF INFORMATION** - You certify that the information you have given Community First Credit Union for the purpose of obtaining credit is true and complete. In addition, you authorize Community First Credit Union to verify or check any of the information given and obtain additional information concerning your credit standing (including your spouse's if married and living in a community property state.)
- 11. MARITAL PROPERTY** - You agree that the credit granted will be incurred in the interest of marriage or family. You understand that we may be required to give notice of this account to your spouse.
- 12. CREDITS** - If plan members who honor your Card give you credit for returns or adjustments, they will do so by sending us a credit transaction which we will post to your account. We will apply those credits first to offset your current purchases, and then to your previous balance. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or refund it on your written request if it is \$1.00 or more. We will make a good faith attempt to return to you any credit balance exceeding \$1.00 which remains in your account for more than four months.

**13. FOREIGN TRANSACTIONS** - Foreign Transactions, purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. (A foreign transaction is any transaction where the merchant country differs from the country of the card issuer.) The conversion into dollars will be made in accordance with the operating rules for international transactions established by MasterCard International, Inc., or Visa USA, Inc. and may occur on a date other than the date of the transaction; therefore the currency conversion rate may be different than the rate in effect at the time of the transaction. We do not determine the currency conversion rate that is used nor do we receive any portion of the currency conversion rate. For VISA, Inc., the exchange rate to dollars will be a rate in effect for the applicable central processing date and is selected by VISA, Inc., either from the range of rates available in wholesale currency markets; or the government mandated rate. VISA USA, Inc., charges Community First Credit Union a 1% conversion fee on all foreign transactions including purchases, cash withdrawals or advances and credits. MasterCard International Inc., charges Community First Credit Union a .8% Cross-border transaction fee. A cross-border transaction is one in which the cardholder country differs from the country of the merchant. This fee will be assessed regardless of the transaction currency. In addition, a .2% Currency Conversion Fee will be assessed on all transactions where MasterCard must convert a transaction to the cardholder's billing currency. Community First Credit union will pass these fees on to you and will be shown independently of the transaction on your billing statement.

**14. UNAUTHORIZED USE** - You authorize us to pay from your account all items reflecting credit purchases or cash advances made with the card in spite of the absence of your signature on the draft or the lack of presentation of the Card. You may be liable for unauthorized use of your Card. **If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should call us immediately at 1-800-449-7728.** You will not be liable for unauthorized use which occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.00.

**15. EFFECT OF REGULATIONS** - These regulations are the contract that applies to all transactions on your account even though the sales, cash advances or credit slips you sign may contain different terms. We may amend these Regulations from time to time. If required by Section 422.415 of the Wisconsin Statutes or the Credit CARD Act of 2009, we will provide written notice of an amendment 90 days prior to the date the amendment is effective. Your use of the Card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions. No delay or omission in exercising any rights granted to us hereunder shall impair such rights or be construed to be a waiver thereof. No waiver whatsoever shall be valid unless signed in writing by us and then only to the extent set forth therein.

**16. TERMINATION** - If you are a resident of Wisconsin, we may terminate the account upon receipt of written request from your spouse. You will remain responsible for all amounts charged to your account both before and after receipt of such notice. You may terminate your account relationship with us at any time by surrendering to us all your Cards but you will remain liable to us for full payment of any balance on your account. We may revoke your Card at any time without prior notification and without affecting your obligation to pay the account balance.

**17. CHANGE OF ADDRESS** - If you're receiving paper statements, we will send all account statements and any other notices concerning this account to your address as shown on our records. If you change your address, you must notify us of your new address immediately. If you're receiving electronic statements, you must immediately notify us of any change to your email address.

**18. APPLICABLE STATE LAWS** - You hereby acknowledge that this agreement has been negotiated in the State of Wisconsin and that you have entered into this agreement in the State of Wisconsin. The validity, construction and enforcement of this agreement and all matters arising out of the issuance of your Card shall be governed by the laws of the State of Wisconsin.

**19. JOINT ACCOUNT** - You agree that all parties to your account are authorized on your behalf to request credit limit increases, to agree to amendments or modifications to the account, to enter into settlements or agreements with us regarding the account, to request additional Cards, or to authorize others to transact business on the account. You agree to be jointly and severally liable for all charges to the account made or authorized by any other party to the account, whether or not such charges caused the account balances to exceed the credit limit.

**20. ACKNOWLEDGEMENT AND AGREEMENT** - By using your Card you acknowledge your agreement to the terms contained herein. Please keep these Regulations for your records. The information about the finance charge, APR, and other charges described in this disclosure is accurate as of March, 2010. This information may have changed after that date. To find out what may have changed, call or write:

**Community First Credit Union, P.O. Box 1487, Appleton, WI 54912-1487  
(920) 830-7200 or Toll-Free 1-866-273-2328**

**For 24-hour cardholder service for general information  
(about your account balance, available credit, or payments received or due), call 1-800-654-7728.**

**WHAT TO DO IF YOU THINK THERE IS A MISTAKE ON YOUR STATEMENT:** If you think there is an error on your statement, write to us at **PSCU Service Center, P.O. 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. 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.

While we investigate whether or not there has been an error, the following are true:

- 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. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to 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.

**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:

- The purchase must have been made in your home state or within 100 miles of your mailing address, and the purchase price must have been more than \$50.
- 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.
- You must 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 PSCU Service Center, P.O. 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.

## Card Rates and Terms

Annual Percentage Rate (APR) for Purchases, Balance Transfers, and Cash Advances	<b>8.99% - 18.99%</b> based on your creditworthiness when you open your account.
Annual Percentage Rate (APR) for Student/Starter Card	<b>9.99%</b>
Annual Percentage Rate (APR) for Secured Card	<b>15.99%</b>
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50
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 <a href="http://federalreserve.gov/creditcard">http://federalreserve.gov/creditcard</a> .

## Common Fees

Annual Fee	None
<b>Transaction Fees</b>	
• Balance Transfer	None
• Cash Advances	\$5.00 per advance
• Foreign Transaction	1% of each transaction in US Dollars
<b>Penalty Fees</b>	
• Late Payment Fee	\$25.00
• Returned Payment	\$25.00

The information about the costs of the card described in this disclosure is accurate as of 3/10. This information may have changed after that date. To find out what may have changed, call us at 1-866-273-2328 or write us at P.O. Box 1487, Appleton, WI 54912-1487.

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