**DuPont Community Credit Union**
**MasterCard® Platinum Credit Card Agreement**

# Interest Rates and Interest Charges

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| **Annual Percentage Rate (APR) for Purchases** | 8.90-15.90% when you open your account. This APR is non-variable. |
| **APR for Balance Transfers** | 12.90-18.00% when you open your account. This APR is non-variable. |
| **APR for Cash Advances** | 12.90-18.00% when you open your account. This APR is non-variable. |
| **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 and Balance Transfers on the transaction date. |
| **Minimum Interest Charge** | There is no minimum interest charge. |
| **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

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| • **Annual Fee** | None. |
| **Transaction Fees** | |
| • **Balance Transfer** | **3%** of each balance transfer ($3 minimum; $150 maximum) |
| • **Cash Advance** | **3%** of each cash advance ($3 minimum; no maximum) |
| • **Foreign Transaction** | **1%** of the U.S. dollar amount of each transaction made in a foreign currency and any transaction made in U.S. dollars that is processed outside of the United States. |
| **Penalty Fees** | |
| • **Late Payment*** | **Up to $25** if payment not received by 10 days due date |
| • **Over-the Credit Limit Fee** | **$25** – if over the credit limit at the time of statement. Over limit fee not accessed if fees causes the Over limit status |
| • **Returned Payment** | **$25** for any checks returned for Non-sufficient funds |
| • **Balance Transfer Stop Payment** | **$25** for any requests for stop payments on Balance Transfer checks issued |

*No late fee will be more than your Total Minimum Payment Due.

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

**You understand and agree that your APR is subject to decrease or increase based on changes in the rate environment and the results of our periodic credit evaluation of your credit worthiness, which includes, but is not limited to, our obtaining and evaluating your consumer credit information.** You will be notified of the rate increase at least 45 days prior to the effective date of the increase for any increases that have not been previously disclosed to you.

The information about the costs of the card described in this disclosure is accurate and effective as of 6/27/2012.

## CREDIT CARD AGREEMENT

In this agreement the words you and your mean each and all of those who apply for the card or who sign this agreement. Card means the MasterCard Credit Card and any duplicates and renewals we issue. Account means your MasterCard Platinum Credit Card Line of Credit account with us. We, us and ours means DuPont Community Credit Union.

**1. "Cash Back" Rebate.** You qualify for a tiered cash rebate on your net annual purchases provided you are a member/cardholder in good standing. Your Rebate accrues annually from the date your account is opened and is distributed annually in January. Your rebate is calculated as follows: .50% on net purchase volume up to $4,999.99; .75% on net purchase volume between $5,000.00 and $9,999.99; and 1% on net purchase volume of $10,000.00 and up. No rebate will be earned or distributed if account is delinquent. Rebates are earned on all purchases greater than $1. Cash advances do not qualify for "Cash Back" Rebate.

**2. Responsibility.** If we issue you a card, you agree to repay all debts and the FINANCE CHARGE arising from the use of the card and the card account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. Your card and account may only be used for valid and lawful purposes. If you use, or allow someone else to use, the card or account for any other purpose, you will be responsible for such use and may be required to reimburse DuPont Community Credit Union and MasterCard International Incorporated for all amounts or expenses either DuPont Community Credit Union or MasterCard pays as a result of such use. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards. Your obligation to pay the account balance 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 persons responsible to pay the account. Any person using the card is jointly responsible with you for charges he or she makes, but if that person signs the card he or she become a party to this agreement and is also jointly responsible for all charges on the account, including yours.

**3. Lost Card Notification.** If you believe the Card has been lost or stolen, you will immediately call: 1.800.654.7728 to report the loss.

**4. Liability for Unauthorized Use.** You understand that your total liability to the Credit Union shall not exceed $50 for any Card transactions resulting from the loss, theft, or other unauthorized use of the Card that occurs prior to the time you give notice to Credit Union. Such liability does not apply when the Card is used to make an electronic fund transfer. If you notice the theft of your credit card or a possible unauthorized use of your card, you should contact us; dccu@mydccu.com, 540.946.3200, 800.245.8085, or P.O. Box 1365, Waynesboro, VA 22980.

**5. Credit Line.** If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our credit committee or loan officer. By giving you written notice we may reduce your Credit Line from time to time, or with good cause, revoke your card and terminate this Agreement. Good cause includes your failure to comply with this Agreement or our adverse re-evaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of this Agreement.

a) Maximum available Cash Advance Credit – 25% of Total Credit Limit

**6. Credit Information.** You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized by our Bylaws.

**7. Monthly Payment.** We will mail you a statement every month showing your Previous Balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the New Balances of purchases and cash advances, the Total new balance, the FINANCE CHARGE due to date, other billed fees, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. By separate agreement you may authorize us to charge the minimum payment automatically to your share or share draft account with us. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full and you will reduce the FINANCE CHARGE by doing so. The Minimum Payment will be either (a) 3% of your Total New Balance, or $10, whichever is greater, or (b) your Total New Balance, if it is less than $10, plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. We will apply your payments first to previously billed and unpaid FINANCE CHARGE on cash advances; then to previously billed and unpaid FINANCE CHARGE on retail purchases; then to cash advance fees billed; then to retail fees billed; then to cash advance minimum payment due; retail minimum payment due; cash advance previous balance; retail previous balance; new cash advance activity; new retail activity; cash advance unbilled fees; and retail unbilled fees. As the portion of the Minimum Payment that is applied to the unpaid balance is posted to your account, the Credit Available is increased as follows:

a) Payments up to $2,500 – available credit is increased immediately.

b) Payments in excess of $2,500 – available credit is increased in three (3) business days.

Payment Allocation. Subject to applicable law, your minimum payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses. Any payment above your minimum payment will be applied to the highest interest rate first.

**8. Finance Charges.**

You can avoid FINANCE CHARGES on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases will be subject to FINANCE CHARGE.

The FINANCE CHARGE for a billing cycle is computed by applying the **daily** Periodic Rate, which is an Annual Percentage Rate **divided by the number of calendar days in the year, to the average daily balance**. The average daily principle balance of purchases is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the billing cycle. Each daily balance of Credit Purchases is determined by subtracting from the previous balance of credit purchases any payments received and credits as posted to your account, but excluding any unpaid FINANCE CHARGES.

On Cash Advances: A monthly FINANCE CHARGE will be imposed on Cash Advances from the date each Cash Advance is made or from the first day of the billing cycle in which each Cash Advance is posted to your account, whichever is later. This monthly FINANCE CHARGE will continue to accrue on the unpaid average daily balance of such Cash Advances until (i) the date of payment if paid during the same billing cycle, (ii) the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or (iii) the date of payment if more than twenty-five (25) days after the closing date.

The FINANCE CHARGE for a billing cycle is computed by applying the **daily Periodic Rate, which is an Annual Percentage Rate divided by the number of calendar days in the year, to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the billing cycle.** Each daily balance of Cash Advances is determined by adding any new Cash Advances posted to your account during the billing cycle to the outstanding unpaid balance of Cash Advances at the beginning of the billing cycle, and subtracting any payments received or credits posted to your account during the billing cycle.

**9. Default.** You will be in default if you fail to make any Minimum Payment within 25 days after your monthly statement closing date. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceeding involving you, your death or your failure to abide by this Agreement, or if the value of our security interest materially declines. If you default, the entire balance of this account shall become due and payable at the option of the Credit Union. Each party hereto further agrees that if payment of this account shall not be made as herein provided, he shall pay the costs of collection, including an attorney's fee in an amount equal to 25% of the principal and interest due, but in no event less than $10. The Credit Union can delay enforcing any of its rights under this Agreement without losing them.

**10. Using the Card.** To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the card to a participating MasterCard plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which will be imprinted with your card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card in an Automated Teller Machine or other type of electronic terminal that provides access to the MasterCard System. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advances, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you may request.

**11. Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns or adjustment, and they will do so by sending us the credit slip which we will post to your account. If your credit and payments exceed what you owe us, we will hold and apply this credit balance against purchases and cash advances, or it is $1 or more, refund it on your written request or automatically after six months.

**12. Foreign Transactions.** If you effect a transaction with your MasterCard in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International Incorporated will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard's. Currently the currency conversion rate used by MasterCard to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard. The currency conversion rate used by MasterCard International Incorporated on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals 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.

**13. Plan Merchant Disputes.** We are not responsible for the refusal of any plan merchant or financial institution to honor your card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card only if you made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and (a) your purchase was made in response to an advertisement we sent or participated in sending you, or (b) your purchase cost more than $50 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

**14. Effect of Agreement.** This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. 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 future transactions.

**15. Change of Terms.** The Credit Union reserves the right to alter the terms of this agreement and will give 45 days notice of any change in terms as required by applicable law. At time of receipt of Change in Terms, you have the right to refuse the change in terms and close your card.

**16. Right to Cancel.** You will receive notification if significant changes are made to your agreement 45 days prior to the effective date of the change. You have the right to reject the changes prior to the effective date of the change(s), unless the minimum payment if not received within 60 days after the due day for the payment. You may contact us at 800.654.7728, write to us at P O Box 1365, Waynesboro, VA 22980 or email us at dccu@mydccu.com to notify us that you wish to not accept the terms of this agreement. If you notify us that you are rejecting the changes made to this agreement, your available credit will be terminated at the time of the rejection is made. Rejecting the changes to your agreement does not remove your responsibility to pay the remaining amount owed to DCCU.

**17. Illegal Use.** DuPont Community Credit Union credit cards may not be used for any illegal transaction, including Internet gambling.

# 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. You may also email is at dccu@mydccu.com or contact us within your Home Banking site, if applicable. Write to us as soon as possible. We must hear from you no later than 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 business days before the automatic payment is scheduled to occur. Page 696

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

We must acknowledge your letter within 30 days, and also inform you if the error has already been corrected. Within 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 or fees related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges or fees, 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 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 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 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. You must have used your credit card for the purchase. Purchases made with cash advances or with a convenience check from your credit card do not qualify. You must not yet have fully paid for the purchase.

## Security Interest

You agree that your account is also secured by all the shares and deposits in your individual and/or joint account with the Credit Union now and in the future. Shares and deposits in an Individual Retirement Account and any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you give in your shares and deposits. If you are in default, the Credit Union can apply the shares and deposits that you have given as security under this Agreement towards what you owe. To secure your account, you also grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we have the right to recover any of these goods which have not been paid for through our application of your payments in the manner described in paragraph "Monthly Payment." Property you have given to secure other loans now and in the future will also secure this account, excluding your primary residence. The Credit Union can also exercise any other rights the law gives the Credit Union when you are in default.