



**VISA® SECURED RATE AND FEE DISCLOSURE**  
**Account Opening Disclosure**

<b>Interest Rates and Interest Charges</b>	
<b>ANNUAL PERCENTAGE RATE (APR) for Purchases</b>	<b>18.00%</b>
<b>APR for Balance Transfers</b>	<b>18.00%</b>
<b>APR for Cash Advances</b>	<b>18.00%</b>
<b>Penalty APR</b>	None
<b>Paying Interest</b>	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. We will begin charging interest on balance transfers and cash advances on the transaction date.
<b>Minimum Interest Charge</b>	None
<b>For Credit Card Tips from the Federal Reserve Board</b>	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://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a>
<b>Fees</b>	
<b>Set-up and Maintenance Fees</b>	
- Annual Fee	<b>\$25</b>
- Application Fee	<b>\$25 (one-time fee)</b>
<b>Transaction Fees</b>	
- Cash Advance	<b>4%</b> of the amount of each cash advance, \$10 minimum
- Balance Transfer	<b>3%</b> of the amount of each balance transfer, \$5 minimum
- Foreign Transaction	<b>2%</b> of each transaction in U.S. dollars
<b>Penalty Fees</b>	
- Late Payment	up to <b>\$25</b> for first violation, up to <b>\$35</b> for every additional violation during any six consecutive billing cycles
- Returned Payment	up to <b>\$25</b> for first violation, up to <b>\$30</b> for every additional violation during any six consecutive billing cycles
- Over-the-Credit Limit	<b>\$0</b>

**How We Will Calculate Your Balance:** We will use a method called “average daily balance (including new purchases).” See your account agreement for more details.

**Periodic Rates and Corresponding APRs:** The monthly Periodic Rate for purchases, balance transfers, and cash advances is 1.50%, which is an APR of 18.00%.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

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## **VISA® SECURED CREDIT CARD AGREEMENT AND DISCLOSURE**

DEFINITIONS: “Card” means the VISA® Secured Credit Card, which we issue to you under this agreement, including any duplicates or renewals, and includes any device or check used to obtain credit or cash from the account. The words “you”, “your”, and “Cardholder” mean each person jointly and individually who holds, signs, retains, uses, or permits others to use or sign a Card. The words “our”, “we” and “us” mean *FAIRWINDS* Credit Union or any of its assignees. Unless otherwise stated “account” means your VISA® Credit Card Line of Credit with us.

1. We agree to extend credit to you and advance amounts up to your credit limit. We will notify you of your maximum credit limit. Upon receipt of your Card, you will immediately sign the back of the Card to ensure proper use. You agree to pay us for credit extended pursuant to the use of the Card by you or any other cardholders together with all applicable finance charges, and in accordance with the terms of this agreement. You agree by signing, using or permitting others to use the Card to the terms and conditions contained in this agreement, on the Card, or any charge slip resulting from authorized use of the Card and on any authorized cash advance slip.
2. We will have no liability or responsibility if any merchant refuses to honor the Card. No cash refund will be made to you with respect to any adjustment for goods or services purchased. All adjustments will be made by credit to your account by an executed credit voucher issued by the appropriate merchant.
3. You agree to use the Card only within the credit limit authorized by us. You also agree that we can change your credit limit at any time. Any extension of credit to you, made or honored by us, shall be at such times, in such amounts and for such purposes as shall conform to this agreement and only in the event there does not exist any default. We are not obligated to accept charges which would cause you to exceed your credit limit.
4. You agree to advise us of any change in your financial condition which may affect your creditworthiness and to provide us with a current loan application whenever we request one.
5. You agree to make a good-faith effort to resolve any billing error dispute.
6. You agree to pay all charges (purchases, balance transfers and cash advances) on your account made by you or anyone who you authorize to use your account. Your obligation to pay the amount owed on your account continues until paid in full even though an agreement, divorce decree, or other court judgment to which we are not a party may direct someone else to pay the account balance. If more than one person is subject to this agreement, each is individually responsible for all amounts owed. This means we can enforce this agreement against any of you individually or all of you together.
7. You also agree that we can change the terms of this agreement at any time, as long as we give you written notice as required by law before the change becomes effective. Use of your account on or after the effective date of any change will constitute your acceptance of the new terms. Any changes to the agreement may apply to all outstanding indebtedness. This includes any indebtedness which shall have arisen out of purchases, balance transfers and cash advances made by you on the effective date of the changes.
8. We may disclose information about your account in order to advise third parties, such as credit bureaus or merchants, of the existence or condition of your account, or if you give us written permission, or in order to comply with a government agency of court orders.

9. You will be in default if your payment is 3 or more days late or you break one of your promises under this agreement. If you are in default, we can declare the entire balance of your account due at once, without notice. We can do this if you make any false or misleading statements on any request for an advance. If collection is necessary, you agree to pay all the costs of collection including reasonable attorney's fee and court costs.

10. THE CARD. Upon receipt of the Card(s) you and all other cardholders will sign the signature panel on the back of the Card(s). The Card remains our property and may be revoked by us without notice at any time. The Card must be surrendered to us (or our agent designated to repossess it) upon demand or revocation. If we employ an agent for such repossession, your account will be charged with any related fee. You will remain responsible to pay the amount you owe us according to the terms of this agreement. If this account is jointly held, either of the joint cardholders may terminate the account at anytime by returning all Cards issued under this agreement to us. Such action will not relieve either of the joint cardholders or any other cardholder from liability for repayment of any obligations arising from the use of the account.

11. ANNUAL FEE. An annual fee of \$25 will be assessed during the month which is 12 months after the month in which you open the account, and each 12 months thereafter, if your account remains open or you maintain an account balance. Any annual fee you owe us will be added to your account but will not be included in any finance charge calculation.

12. APPLICATION FEE. A one-time application/processing fee of \$25 will be charged at the time of your application for the account. Any application fee you owe us and not previously paid will be added to your account but will not be included in any finance charge calculation.

13. PAYMENTS. A payment is due each month. Your payments must be mailed to the address indicated on the monthly statement. Your Card account (16-digit) number should always be written on the bottom left hand corner of your check or money order. Payments in excess of the minimum payment due will be applied to balances with the highest annual percentage rates in descending order in accordance with law. Any payments less than the minimum payment due and credits will be applied at our discretion. All payments made to your account must be in US dollars and drawn on a US bank. You agree that purchases and cash advances made on foreign countries and foreign currencies will be billed to you in US dollars. Your minimum payment due is the greater of \$25 or 4% of the "new balance" plus the "past due" amount, and/or all amounts in excess of the authorized credit line/limit shown on the periodic statement. If the new balance does not exceed \$25, only the "new balance" is due and is shown as the "minimum payment due". All "past due" or "overlimit" amounts are due and must be fully paid immediately upon notification. You may pay the total amount due, which is shown as the new balance, or you may pay any additional amount you wish over the "minimum payment due".

14. LATE CHARGES: If you do not make the minimum payment due by the 3rd day after the due date, there will be a late charge of \$25 in the case of the first violation, or \$35 in the case of any additional violation during any six consecutive billing cycles; provided, however, the late charge shall in no case exceed the amount of the required minimum payment due. Any late payment charge you owe us will be added to your account but will not be included in any finance charge calculation.

15. RETURN PAYMENT: If a payment is returned, there will be a return payment charge of \$25 in the case of the first violation, or \$30 in the case of any additional violation during any six consecutive billing cycles; provided, however, the return payment charge shall in no case exceed the amount of the required minimum payment due. Any return payment charge you owe us will be added to your account but will not be included in any finance charge calculation.

16. CASH ADVANCE WITHDRAWALS LIMITS: ATM cash advance withdrawals shall be limited to \$505 daily, and cash advances made at any financial institution branch shall be limited to \$1,500.

17. CASH ADVANCES; CASH ADVANCE FEES: Cash advances may not be used to pay any *FAIRWINDS* Credit Union accounts. For each cash advance, a fee of 4% will be charged. The minimum cash advance fee is \$10. Cash advance transactions are defined as ATM withdrawals and cash advances made at any financial institution branch.

18. **BALANCE TRANSFERS; BALANCE TRANSFER FEES:** Balance transfers may be transferred from any financial institution other than us. Balance transfers may not be used to pay any *FAIRWINDS* Credit Union accounts. Except as expressly set forth in this Agreement, balance transfers are treated as and considered cash advances on your account. Amounts transferred are subject to your available credit limit. We are not required to honor a balance transfer that will cause you to exceed your available credit limit. It may take up to three (3) weeks for other financial institutions to post a balance transfer transaction. For each balance transfer, a fee of 3% will be charged. The minimum balance transfer fee is \$5.

19. **FINANCE CHARGE: FINANCE CHARGES (INTEREST)** on your account are calculated by applying the monthly periodic rate to the average daily balance of (i) purchases, and (ii) balance transfers and cash advances. **FINANCE CHARGES** are calculated separately for (i) purchases, and (ii) balance transfers and cash advances. The **FINANCE CHARGE** for purchases, balance transfers and cash advances is calculated at the monthly periodic rate of 1.50%, which is an **ANNUAL PERCENTAGE RATE** of 18.00%. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits applied to purchases. This gives us the daily balance of purchases. Then we add all the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases. The average daily balance of balance transfers and cash advances is determined by dividing the sum of the daily balances of balance transfers and cash advances during the billing cycle by the number of days in the cycle. Each daily balance of balance transfers and cash advances is determined by adding to the previous balance of balance transfers and cash advances any new balance transfers or cash advances as of the transaction date and subtracting any payments as received and credits as posted to your account and applied to cash advances. Fees and unpaid finance charges are not included in the calculation of the average daily balance. Finance charges will continue to accrue on your account until what you owe under this Agreement is paid in full.

A **FINANCE CHARGE** will be imposed on purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25-day period, a **FINANCE CHARGE** will be imposed on the unpaid average daily balance of such purchases from the previous statement closing date and on new purchases from the date of posting to your Account during the current billing cycle, and 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 or until the date of payment if more than 25 days from the closing date. **FINANCE CHARGES** will begin to accrue on Balance Transfers and Cash Advances, including in person Cash Advances, Convenience Checks, and ATMs, from the date of the transaction.

20. **ASSIGNMENT OF ACCOUNT.** You agree that we may at any time sell, transfer or assign your account to another financial institution.

21. **LOST OR STOLEN CARD.** You are responsible for the possession and use of the Card and must maintain the confidentiality of the PIN we may assign you. You will notify us if you believe your Card has been lost, stolen or if you have reason to believe that the Card is being used without your permission immediately. You may notify security by calling 407-277-5045 or 1-800-443-6887 seven (7) days a week twenty-four (24) hours a day.

22. **LIABILITY FOR UNAUTHORIZED USE.** You are liable for all authorized use of any Card issued under this agreement regardless of the credit limit or the party using it. You also may be liable for the unauthorized use of your Card as follows: 1) If you tell us after learning of the loss or theft of the card, your liability for unauthorized transactions using the VISA system is Zero; 2) For card transactions through a non-VISA network, VISA Commercial Cards, VISA or Plus ATM, or any ATM transactions, or to cards issued outside the United States, if you tell us within two (2) business days after learning of the loss or theft of the Card, your liability for unauthorized transactions is \$50.00; 3) For ATM transactions, your liability for unauthorized transactions is \$500.00 if you do not tell us within two (2) business days; and 4) if you do not tell us within sixty (60) days after the statement was mailed, you may not get any money you lost if we can prove that we could have stopped someone from taking the money had you told us in time. The term "unauthorized" does not include any transaction from which you receive a benefit or any transaction by a person with actual, implied, or apparent authority to use the Card. We may require you to provide a written statement regarding claims of unauthorized transactions. If we determine that you have been grossly negligent or fraudulent in the handling of your account or Card, your liability may increase. These rules

do not apply to other electronic transfers. You will not be liable for unauthorized use that occurs after you notify us orally at 407-277-5045 or 1-800-443-6887, or in writing to *FAIRWINDS* Credit Union, Attn: Card Services, 3087 N. Alafaya Trail, Orlando, FL 32826. You agree to cooperate with us in the recovery of any amounts advanced based on such unauthorized use.

23. STATEMENTS AND NOTICES. We will bill you monthly, on a date selected by us, for amounts due under this agreement. Upon receipt of each periodic statement you should examine it and immediately notify us in writing of any transaction you believe to be in error to *FAIRWINDS* Credit Union, Attn: Card Services, 3087 N. Alafaya Trail, Orlando, FL 32826. Statements and notices will be mailed to you at the most recent address you have given us. You agree to notify us promptly of any change in your name, address and phone number. Notice sent to any one of you will be considered notice to all of you.

**24. SECURITY INTEREST. If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares for this account, your pledged shares will secure your charge account. You pledge as security for the charge account all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with us now or in the future. Also, any property you give as security will secure all amounts owed under this agreement and all other loans you have with us now or in the future, except any loan secured by your principle dwelling. Your pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. Property securing other loans you have with us may also secure this agreement.**

25. MEMBERSHIP REQUIREMENT. You must be and remain a Member in good standing with us to be eligible for continuing Account and/or Card privileges including future purchases and advances. We may suspend the Account and/or Card privileges, including closing the Account, if you do not maintain your Membership with us.

26. FOREIGN TRANSACTIONS: Purchases, Cash Advances, and credits made in foreign currencies will be billed to your Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa® operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency 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 in each instance, plus a two percent (2%) foreign transaction fee. This fee will also apply to foreign transactions which do not require a conversion to US dollars. The conversion rate may be different than the rate on the day of the transaction or date of posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, you are responsible for the difference.

27. ILLEGAL USE. You may use your *FAIRWINDS* Credit Union credit Card for any transaction permitted by law. You may not use your Card for any gambling purposes, either legal or illegal. You agree that illegal use and/or use in gambling activities of this Card will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at our discretion. You further agree, should illegal use occur, to waive the right to sue us for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold us harmless from any suits or other legal action or liability, directly or indirectly, resulting from such use.

28. OTHER AGREEMENTS. All the terms and conditions of any other agreement between us and you and/or any other institution that is part of a network of automated teller machines (ATM) in which we participate, and any applicable rules and regulations, also apply to use of the Card. In the event of a conflict between the terms of this agreement and the terms of other agreement or sales, cash advance, credit or other slips you sign or receive, the terms of this agreement shall govern. There may be minimum and/or maximum limits on the amount of a cash advance dispensed from electrical terminals which accept the Card. All of the transactions made by electronic means are subject to verification by us. You agree that we do not waive our rights under this agreement if we fail to assert them. The agreement binds and benefits us and our successors and assigns and binds you, your estate and your personal representatives.

29. INVALIDITY OF PROVISIONS AND CAPTIONS. If any provision of this Agreement is deemed invalid the rest of this Agreement will remain in full force and effect. The paragraph headings are for convenience only and do not form a part of this Agreement.

30. GOVERNING LAW AND VENUE. The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Florida and any applicable Federal law. The venue for any legal action or claim you make against the Credit Union will be Orange County, Florida.

**YOUR BILLING RIGHTS**  
**KEEP THIS DOCUMENT FOR FUTURE USE**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

**What to do if you find a mistake on your statement**

If you think there is an error on your statement, write to us at:

*FAIRWINDS* Credit Union  
Attn: Card Services  
3075 N. Alafaya Trail  
Orlando, FL 32826

You may also contact us on the web: [www.fairwinds.org](http://www.fairwinds.org)  
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.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing [or electronically]. 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.

**What Will Happen After We Receive Your Letter**

**When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

- 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.
- 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.

**After we finish our investigation, one of two things will happen:**

1. If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
2. If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

**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:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. 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.
3. 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 or electronically at:

*FAIRWINDS* Credit Union  
Attn: Card Services  
3075 N. Alafaya Trail  
Orlando, FL 32826  
[www.fairwinds.org](http://www.fairwinds.org)

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.