
**SHARE SECURED
CREDIT CARD
LINE OF CREDIT
AGREEMENT AND
DISCLOSURES**



**KEESLER FEDERAL
CREDIT UNION**

**1-888-KEESLER
www.kfcu.org**

IMPORTANT TO YOU. IMPORTANT TO US.

M-107956

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KEESLER FEDERAL CREDIT UNION

SHARE SECURED CREDIT CARD LINE OF CREDIT AGREEMENT AND DISCLOSURES

IMPORTANT: PLEASE READ THE CREDIT CARD AGREEMENT AND DISCLOSURES.

The purpose of this Agreement is to establish the terms and conditions of your line of credit.

In this Agreement the words "you" or "your" means each person who applied for the Share Secured MasterCard® credit card or who uses the credit card or duplicate credit card.

Use of the word "card" in its singular form may also refer to the plural. The word "card" also means your Share Secured MasterCard® credit card and duplicates of said card. The word "account" means your Share Secured MasterCard® credit card revolving credit account with Keesler Federal Credit Union (the "Credit Union").

1. You have applied for a Share Secured line of credit that you can use from time to time and which may be replenished by payment on amounts previously drawn.
2. This Agreement establishes your request for the issuance of a Share Secured credit card. The credit limit approved shall be determined by the amount of money deposited into an interest bearing holding account with Keesler Federal Credit Union, and this credit limit will be drawn upon as you utilize an issued credit card. The interest bearing holding account will earn the lowest tiered dividend rate regardless of balance.
3. A FINANCE CHARGE (interest) will be charged on any outstanding purchase balance that is not repaid within the allowable 25-day grace period established by the Credit Union. The FINANCE CHARGE for the Share Secured Standard MasterCard® is a 1.077% monthly periodic rate, which equates to a 12.9% ANNUAL PERCENTAGE RATE. The Balance Calculation Method used by the Credit Union is the "average daily balance" method including current transactions.
4. The Credit Union reserves the right to change the rate of the FINANCE CHARGE upon giving notice required by law.
5. Other charges may also be assessed against your account as follows:
 - a) A late charge of up to \$15.00 will be assessed against your account when the minimum monthly payment as indicated on your account statement is not paid within 10 days after the due date
 - b) A cash advance fee of \$2.50 will be charged to your account for each cash advance obtained utilizing your account
 - c) A balance transfer fee of \$2.50 will be charged to your account for each balance transfer
 - d) A return item fee of up to \$20.00 will be charged to your

account for any item returned for NSF. This includes but not limited to, check payments mailed to our Service Center or Credit Union and check payments made at a local branch

- e) Card Replacement fee \$5.00, this will automatically be assessed to your credit card
- f) A one-percent (1%) foreign transaction fee will be charged on all International transactions, described in paragraph 13
- g) A fee of \$1.00 will be charged for each copy of each statement page requested.

Additional charges, plus applicable taxes, may also be assessed if the payment on your account is with a check that is not honored by your financial institution, request a copy of a document, or request a replacement card, if such charges are not prohibited by law or regulations.

6. If you select convenience checks, the following would apply:

- Convenience checks when written are considered cash advances and would be assessed the stated cash advance fee per check.
- Interest on convenience checks will begin to accrue as of the date of the advance.
- The Credit Union reserves the right to return any check not written for at least the minimum amount shown on the check.
- The following fees would apply for convenience checks:
 - Return check - \$2.00 per item
 - Check copy - \$2.50 per copy
 - Stop payment - \$5.00 per request

7. The minimum periodic payment required is the total new balance as shown on your monthly account statement if the amount is under \$10.00. If the New Balance exceeds \$10.00, the minimum periodic payment is 3% of that portion of the New Balance which does not exceed your credit limit, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, or \$10.00, whichever is greater.

8. You promise to pay any and all charges incurred by you or any person whom you authorized to use the credit card issued to you.

9. You also agree to pay all costs incurred by the Credit Union in collecting your indebtedness or in enforcing this Agreement, including attorneys' fees or 10% of the unpaid balance or such greater amount as may be reasonable and just, and also those costs, expenses and attorneys' fees incurred in appellate proceedings.

10. You also agree that if the Share Secured credit card becomes more than 60 days delinquent the Credit Union has the right to close the credit card and apply the secured money to pay off the credit card and that you are responsible for any outstanding balance.

11. You understand and agree that the Credit Union has the authority to impress and enforce a statutory lien on all present and future shares in your name to the extent of that portion of

the loan balance, which may be in default, including cost of collection and reasonable attorneys' fees. Further you hereby expressly agree and consent that the Credit Union may apply such shares in payment of that portion of the loan balance which may be in default under this Agreement which may include a FINANCE CHARGE, including other charges, and that such application may be pursuant to such a pledge or as a right of offset, and can be exercised without further notice to you. If you have any loans with the Credit Union, or take out other loans in the future, collateral securing those loans will also secure your obligations under this Agreement. However, unless you expressly agree otherwise, your primary dwelling will not secure your obligation under this Agreement even if the Credit Union has or later acquires a mortgage on the dwelling.

12. As a holder of a credit card, you understand that you can repay any outstanding balance prior to maturity in whole or part at your option without penalty.

13. Foreign transactions conducted in a foreign currency will be converted to a U.S. dollar amount. The exchange rate between the transaction currency and the billing currency will be: A rate selected from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the credit card network itself receives, or the government mandated rate in effect for the applicable central processing date.

14. You authorize the Credit Union to pay for your account, all items reflecting purchases or cash advances made with your credit card in spite of the absence of your signature on a draft or the lack of your presentation of the credit card. By giving your credit card to someone else, you authorize all purchases and cash advances made by the person until you have notified us that further transactions are unauthorized.

15. Prior to your use of the credit card that was issued, you agree to comply with all of the terms and conditions established by the Credit Union's Board of Directors pertaining to the use of such credit card. In the event you do not wish to comply with the foregoing terms and conditions for any reason, you may terminate this Agreement and return the credit card to the Credit Union.

16. You acknowledge and agree that the Credit Union may terminate this Agreement under the following conditions: (a) upon adverse re-evaluation of your creditworthiness, (b) upon your failure to satisfy the terms of this Agreement, or (c) at your option or at the Credit Union's option if it has good cause.

17. If your share secured line of credit is terminated by the Credit Union, you shall receive written notice of such termination, however, you understand and acknowledge that such termination shall not affect your obligation to pay any outstanding balance.

18. You understand that the Credit Union's Board of Directors may require that your loan file be reviewed periodically, and you hereby give your permission and authorize the Credit Union to investigate and reassess your creditworthiness.

19. You understand that the Credit Union may require a

reverification and approval if: (a) the credit limit is increased or (b) the terms of payment are extended beyond the terms of the original Agreement.

20. You fully understand, acknowledge and agree that if any loans become delinquent or past due, your credit card shall be revoked unless the Credit Union determines that extenuating circumstances have contributed to the delinquency. Under such circumstances, the Credit Union may approve your continued use of the credit card.

21. You understand that you **MUST** maintain your membership with Keesler Federal Credit Union to continue your use of the credit card.

22. You agree and understand that your credit card is intended only for legitimate consumer use and may not be used for any illegal transaction.

FINANCE CHARGE CALCULATION METHODS

The FINANCE CHARGE Calculation Method applicable to your account for Cash Advances and Credit Purchases of Goods and Services that you obtain through the use of your credit card is specified below:

METHOD F- To avoid incurring an additional FINANCE CHARGE on the balance of Cash Advances (and Credit Purchases, if this Method F is specified as applicable to Credit Purchases) reflected on your statement on or before the Payment Due Date the FINANCE CHARGES for a billing cycle are computed by applying the monthly Periodic Rate to the Average Daily Balance of Cash Advances (and, if applicable Credit Purchases), which is determined by dividing the sum of the Daily Balances during the billing cycle by the number of days in the cycle, plus applicable Cash Advance Fees. Each daily balance of Cash Advances (and if applicable, Credit Purchases) is determined by adding to the Previous Balance of Cash Advances (and, if applicable, Credit Purchases), any new Cash Advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later, (and, if applicable, any new Credit Purchases as posted) and subtracting any payments as received and credits as posted to your account, but excluding any unpaid FINANCE CHARGE.

METHOD G – To avoid incurring an additional FINANCE CHARGE on the balance of Credit Purchases (and Cash Advances, if this Method G is specified as applicable to Cash Advances) reflected on your statement and on any new Credit Purchases (and, if applicable, Cash Advances) appearing on your next statement, you must pay the New Balance shown on your statement on or before the Payment Due Date.

The FINANCE CHARGES for a billing cycle are computed by applying the monthly Periodic Rate to the Average Daily Balance of Credit Purchases (and, if applicable, Cash Advances), which is determined by dividing the sum of daily balances during the billing cycle by the number of days in

the cycle. Each daily balance is determined by adding to the Previous Balance of Credit Purchases (and, if applicable, Cash Advances) any new Credit Purchases posted to your account (and, if applicable, any new Cash Advances as of the transaction date or the first day of the billing in which posted, whichever is later) and subtracting any payments as received and credit as posted to your account, but excluding any unpaid FINANCE CHARGE.

MASTERCARD® LIABILITY FOR UNAUTHORIZED USE
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: PSCU SERVICE CENTERS, INC. at P.O. Box 31216, Tampa, Florida 33631, 1-800-449-7728 or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibility 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. 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. Your letter needs to include the following information:

- Your Name
- Credit card number
- 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 transaction in question.

If you have authorized us to pay your credit card bill automatically from your savings or checking 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.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE:

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill is 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 related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, 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 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 RULES 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 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 or services.

DISCLOSURE STATEMENT FOR PREAUTHORIZED ELECTRONIC FUNDS TRANSFER FOR CREDIT CARD PAYMENTS

1. Documentation of Transfers-If you have arranged for a preauthorized electronic fund transfer to/from your account at least once every 60-days from the same person, you may call us at 228-385-5500 to find out whether or not the transfer has been made. You will get a monthly account statement unless there is no balance or transactions in a particular month.

2. Types of Preauthorizations on Transfers: We can transmit any electronic funds transfer to or from you account that is transmitted through the Automated Clearing House (ACH) System. The most common types of ACH transfers to an account are employee payroll, social Security, Veterans Administration, and other Federal Government payments.

The most common types of ACH transfers from an account are: insurance premiums, mortgage or utility payments.

3. Unauthorized Transfers- If your account statement shows transfers that you did not authorize, notify us at once. If you do not tell us within 60-days after the statement was mailed to you, you may not get back any money you lost after the 60-days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If extenuating circumstances (such as long trips or hospital stay) kept you from telling us, we will extend the time period.

4. Notification- If you believe someone has transferred or may transfer money from your account without your permission, call (228) 385-5500, (888) 533-7537 or write to Keesler Federal Credit Union, P.O. Box 7001, Biloxi, MS 39534-7001.

5. Business Days- Our business days are Monday through Friday, Holidays are not included.

6. Failure to Make Transfers-If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance if (1) through no fault of ours, you do not have enough money in your account to make the transfer, (2) the transfer would go over the credit limit on your overdraft line, (3) the system was not working properly due to no fault of ours, (4) circumstances beyond our control such as fire or flood prevent the transfer despite reasonable precautions that we have taken, (5) the funds are subject to legal process or other incumbents restricting such transfers. There may be other exceptions stated in our agreement.

7. Varying Amount- In accordance with Standard ACH rules, if regular preauthorized transfers out of your account may vary in the amount, the person or company you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits you set. You hereby agree to hold us harmless and at no fault due to the failure of the person or company to whom the payment is going to provide you with such notice.

8. Failure to stop payment- If you order us to stop payment on one these preauthorized transfers out of your account three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

9. Account information- We will disclose information to third parties about your account or the transfer you make (1) where it is necessary for completing transfers, or (2) in order to verify the existence and conditions of your accounts for third party, such as, a credit bureau or merchant, or (3) in order to comply with governmental agency or court orders, or (4) if you give us your written permission.

10. Errors or Questions About Your Electronic Transfer- Telephone us at (228) 385-5500, (888) 533-7537 or write



us at Keesler Federal Credit Union, Attention Credit Card Department, P.O. Box 7001, Biloxi, MS 39534-7001 as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60-days after we sent the first statement on which the problem or error appeared. Provide us with the following information: (1) tell us your name and account number (if any) (2) describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need information, and (3) tell us the dollar amount of the suspected error.



If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. There may be a charge imposed to your account to recover investigation expenses.



Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	12.9%
APR for Balance Transfer	12.9%
APR for Cash Advances	12.9%
Penalty APR and When it Applies	No Penalty APR
How to Avoid 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	None
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore

Fees

Set Up and Maintenance Fees: Annual Fee	None
Transaction Fees: • Balance Transfer • Cash Advance • Foreign Transaction	\$2.50 \$2.50 1%
Penalty Fees: • Late Payment • Returned Item	up to \$15.00 up to \$20.00

How we will Calculate Your Balance: We use a method called "average daily balance (including new purchases)". See page 6 For more information.

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



LOCATIONS

Loans by Phone: (US) 1-888-KEESLER (533-7537)

(UK) 0-800-585-765

Web address: kfcu.org

U.S. LOCATIONS

HARRISON COUNTY, MS

- Int'l Headquarters
2602 Pass Road-Biloxi
- D'Iberville Branch
10521 Auto Mall Parkway
- Keesler AFB Branch
Corner of Larcher & Meadows
- Lakeview Branch (D'Iberville)
11505 Cinema Dr., Suite 1
- Long Beach Branch
113 North Cleveland Ave.
(Zuppardo's Shopping Ctr.)
- Orange Grove
Mortgage Loan Office
12196 Hwy 49 North
- Orange Grove Branch
12240 Highway 49 North
- Pass Road Branch-Biloxi
2602 Pass Road
- Seaway Branch-Gulfport
13083 Seaway Road

HANCOCK COUNTY, MS

- Bay-Waveland Branch
481 Highway 90
- Diamondhead Branch
5411 Indian Hill Blvd
- Stennis Space Ctr Branch,
Bldg 1100, SSC

JACKSON COUNTY, MS

- Gautier Branch
2800 Hwy 90, Ste 1000
(Singing River Mall)
- Ocean Springs Branch
2420 Bienville Boulevard
- Pascagoula Branch
1509 Telephone Road

PEARL RIVER COUNTY, MS

- Picayune Branch
2270 Highway 43 South

STONE COUNTY, MS

- Wiggins Branch
1107 East Frontage Road

U.K. LOCATIONS

- RAF Alconbury
Building 582
Direct (01480) 451898
Base (01480) 843861
- RAF Lakenheath
Building 987
Direct (01638) 533268
Base (01638) 522115
- RAF Mildenhall
Building 131
Direct (01638) 515717
Base (01638) 542686

Your savings federally insured to at least \$250,000
and backed by the full faith and credit of the United States Government

NCUA

National Credit Union Administration, a U.S. Government Agency

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