

15. **MERCHANT DISPUTES** - The Credit Union is not responsible for the refusal of any merchant or financial institutions to honor the card. The Credit Union shall be subject to all claims (other than tort claims) and defenses arising out of the member's purchase of goods and services to be paid in accordance with the credit agreement if

(1) the member has made a good faith attempt to obtain satisfactory resolution of a disagreement or problem relative to the sale from the seller;

(2) the amount of the initial transaction exceeds \$50.00; and

(3) the place where the initial transaction occurred was in the same state as the mailing address previously provided by the member or was within 100 miles from such address, except that the limitations set forth in subparagraphs (2) and (3) of this paragraph with respect to a member's right to assert claims and defenses against the holder shall not be applicable to any transaction in which the seller

(A) is the same person as the holder;

(B) is controlled by the holder;

(C) is under direct or indirect common control with the holder;

(D) is a franchised dealer of the holder's products or services; or

(E) has obtained the order for such sale through a mail solicitation made by or participated in by the holder in which the member is solicited to enter into such transactions by using the credit agreement with the holder.

16. **EFFECT OF AGREEMENT** - The Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit, or other slips you sign or receive may contain different terms.

17. **NO WAIVER** - If any section of the Agreement is deemed void, the unaffected section(s) and the Agreement as a whole are still binding.

18. **STATEMENTS AND NOTICES** - You will receive a statement each month (which may not be a calendar month) showing transactions on your account.

Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all. You may pay your total indebtedness at any time.

19. **VISA CREDIT CHECKS** - You may obtain from us special checks with your Visa Card account number on them. When Cardholders use one of these checks, they will be making a loan (Cash Advance) from us in the amount of the check. If you also have a regular checking account with us, that checking account is completely separate from the checks you write under this Account. That means your Visa Checks are used only in connection with your Visa Account. Visa Checks may only be used by the person

whose name is printed on the checks. Except as stated above, Visa checks will be treated the same way as other checks. The Credit Union need not pay any Visa check if:

(a) paying the check would cause your credit limit to be exceeded or the check was written for less than the minimum of \$25.00; or

(b) you are in default under this Agreement; or

(c) your privilege to use the Card or Visa Check has ended for any reason.

20. **GOVERNING LAW** - This agreement is made in New York and shall be construed and governed by the laws of the State of New York to the extent that New York law is not inconsistent with controlling Federal Law.

Consensual Security Interest for Offset to Credit Cards

I understand that a security interest is a condition for the credit card account I have requested. I hereby give SEFCU a security interest in all funds now and hereafter in my deposit accounts (excluding IRAs) at SEFCU and, if I default under the terms of this agreement, I authorize SEFCU to apply such funds to the payment of my credit card indebtedness. Initial and continued use of the card constitute my affirmative consent to this offset provision.



P.O. Box 12189, Albany, NY 12212-2189
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www.sefcu.com

M-106346

STK# 7500-02 5/12



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SEFCU VISA® CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE



1. **AGREEMENT** - This is an agreement between SEFCU (referred to as the "Credit Union," "us" or "we") and each member (referred to as "you" or the "Member") who applies for and becomes obligated on a SEFCU Visa credit card account. The Account Opening Disclosure is incorporated by reference into this agreement. You should retain both disclosures as together they represent the legal obligations of this Visa account. Each Visa Card issued in connection with this account is referred to as the "Visa" or the "card." Each person, including the Member, whose name is printed on the card or who is authorized by the Member to use the card is referred to as the "Cardholder." A Cardholder's first use of the card will mean that you accept the terms of this Agreement. Before the first use of the card, this agreement will not be in effect, and you will not be responsible for use of the card if it is lost or stolen.
2. **USING THE ACCOUNT** - If you are approved for a Visa account, the Credit Union will establish a line of credit for you and notify you of its amount when the card is sent to you. You agree not to let your balance exceed your approved credit limit. Each payment you make on the account will restore your credit limit by the amount of the payment which is applied to the principal amount of purchases and cash advances. You may request, either in writing or by phone, an increase in your credit limit which must be approved by the Credit Union. The Credit Union has the right to reduce or terminate your credit limit at any time.
3. **USING THE CARD** - Each Cardholder may use the card issued to the Cardholder to make purchases in person, and by mail, telephone, or Internet, from merchants and others who accept Visa cards. In addition, Cardholders may obtain cash advances from the Credit Union, from other financial institutions participating in the Visa programs, and from Automated Teller Machines (ATMs), such as VISA NET, that provide access to the Visa system. (Not all ATMs provide such access.) A Cardholder will need to use a Personal Identification Number (PIN) to obtain a cash advance from an ATM. Once you receive your Visa card, this card must be signed by the individual whose name is printed on it.

The Member is responsible to pay for all purchases, advances, and other charges to the account made by each Cardholder, even if the charges were not specifically authorized by the Member. 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 the Credit Union is not a party may direct someone else to pay the account balance. If more than one person signs the credit card application, each is individually responsible for all amounts owed on the account and all are jointly responsible for all amounts owed. This means the Credit Union can enforce this Agreement against any of you individually or all of you together.

ILLEGAL TRANSACTIONS PROHIBITED — You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Cardholders are restricted from using their Card for any illegal transactions; this includes but is not limited to transactions such as unlawful gambling.

4. **FINANCE CHARGES** - In order to avoid a FINANCE CHARGE (interest) on purchases made since your last statement date, you must pay the Total New Balance shown on your statement within 25 days of the statement closing date. Otherwise a FINANCE CHARGE (interest) on purchases is calculated from the date the purchase is posted to your account. Cash advances are always subject to a FINANCE CHARGE (interest) from the date they are posted to your account. The FINANCE CHARGE (interest) on purchases and cash advances is calculated at a periodic rate per month with an ANNUAL PERCENTAGE RATE as disclosed in the Account Opening Disclosure. Separate FINANCE CHARGES for purchases and cash advances are determined by multiplying the periodic rate by the separate average daily balances for purchases and cash advances. Each average daily balance is determined by taking the beginning balance of cash advances or purchases in your account each day, adding any new purchases and/or cash advances (whichever is applicable) and subtracting any payments or credits. The results are the daily balances. All the daily balances for the statement cycle are added and the total is divided by the number of days in the statement cycle to arrive at the average daily balance for the cycle.
5. **OTHER CHARGES** - The following other charges, which are disclosed on the Account Opening Disclosure, will be added to your account, as applicable. You will incur a late payment fee should your payment be received after the payment due date. You will be charged a fee if your payment is returned for non-sufficient funds. Fees may apply when using your card outside the United States.
6. **MONTHLY PAYMENT** - Each month, you must pay at least the minimum payment shown on your statement within 25 days of the statement closing date. You may, of course, pay more frequently, pay more than the minimum payment, or pay the Total New Balance in full. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your account has a balance. The minimum payment is 4% of your Total New Balance, but not less than \$25.00, plus the amount of any prior minimum payments that you have

not paid. In addition, at any time your Total New Balance exceeds your credit limit, you must immediately pay the excess upon demand.

7. **SECURITY INTEREST** - If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares for this account, your account will be secured by your pledged shares. If you default, the Credit Union has the right to offset against those shares. Property securing other loans with us may also secure this account. However, if you have given your dwelling as security for a loan with us, that dwelling will not secure an advance made under the account.
8. **DEFAULT** - You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy, or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements on any credit application or credit update. When you are in default, the Credit Union has the right to demand immediate payment of your full account balance without notice. If immediate payment is demanded, you will continue to pay a FINANCE CHARGE, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security will be applied toward what you owe.

To the extent permitted by law, you will also be required to pay the Credit Union's collection expenses, including court costs and reasonable attorneys' fees.
9. **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 SEFCU, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50 for unauthorized cash advances at ATMs. You will have no liability for unauthorized purchases made with your credit card. If SEFCU determines that you were grossly negligent or fraudulent in the handling of your account or Card, your liability with respect to unauthorized transactions may be enforced to the extent allowed under applicable law.
10. **LOST CARD NOTIFICATION** - If you believe your credit card has been lost or stolen, immediately inform the Credit Union by calling: 518-452-8183 or 800-449-7728 outside the 518 area code within the continental U.S.
11. **CHANGING OR TERMINATING YOUR ACCOUNT** - The Credit Union may change the terms of the Agreement from time to time, after giving you any advance notice required by law. The Cardholder's use of the card after receiving notice of a change or no response to the notice within 30 days of the effective date of the change will indicate agreement to the change. To the extent the law permits, and is indicated on the notice to you, the

change will apply to your existing account balance, as well as to future transactions. In some cases, you will be given the option to not accept a change to this Agreement upon receipt of a notice informing you of a change. If you do not accept the change, you will not be permitted to continue to use the card. You will be allowed to pay off any existing balance under the current terms of the Agreement. Either the Credit Union or you may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the account balance plus any FINANCE AND OTHER CHARGES you owe under this Agreement. The cards you received remain the property of the Credit Union and you must recover and surrender to the Credit Union all cards upon request or upon termination of this Agreement, whether by you or the Credit Union.

12. **CREDIT INFORMATION** - You authorize the Credit Union to investigate your credit standing when opening or reviewing your account. You authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing. Information from credit bureaus may be obtained with respect to any renewal or future extension of credit. If you ask, you will be told whether or not credit reports on you were requested and the names of the credit bureaus, with their addresses, that provided the reports.
13. **RETURNS AND ADJUSTMENTS** - Merchants and others who honor the card may give credit for returns or adjustments, and they will do so by sending their processor a credit slip which will be posted to your account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the amount is \$1 or more, it will be refunded upon your written request or automatically after six months.
14. **FOREIGN TRANSACTIONS** - Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a 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. The exchange rate used 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 advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.



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VISA PLATINUM FTB CREDIT CARD ACCOUNT OPENING DISCLOSURE

This Addendum is incorporated into and becomes part of your LOANLINER® Consumer Credit Card Agreement. Please keep this attached to your LOANLINER® Consumer Credit Card Agreement.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	8.90% Introductory APR for 180 days from the issuance of the card. After that your APR will be 16.24% . This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	8.90% Introductory APR for 180 days from the issuance of the card. After that your APR will be 16.24% . This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	8.90% Introductory APR for 180 days from the issuance of the card. After that your APR will be 16.24% . This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We do 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.
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	
Transaction Fees	\$5.00 or 3.00% of the amount of each cash advance, whichever is greater 1.00% of each transaction in U.S. dollars
- Cash Advance Fee - Foreign Transaction Fee	
Penalty Fees	Up to \$25.00 Up to \$25.00
- Late Payment Fee - Returned Payment Fee	

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.

OTHER DISCLOSURES

Late Payment Fee **\$25.00** or **5%** of the amount of the required minimum payment, whichever is less, if you are 15 or more days late in making a payment.

Returned Payment Fee **\$25.00** or the amount of the required minimum payment, whichever is less.

Collection Costs. You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorney’s fees.

Periodic Rates.

The Purchase APR is **16.24%** which is a monthly periodic rate of 1.3533%.
The Introductory Purchase APR is **8.90%** which is a monthly periodic rate of 0.7417%.
The Cash Advance APR is **16.24%** which is a monthly periodic rate of 1.3533%.
The Introductory Cash Advance APR is **8.90%** which is a monthly periodic rate of 0.7417%.
The Balance Transfer APR is **16.24%** which is a monthly periodic rate of 1.3533%.
The Introductory Balance Transfer APR is **8.90%** which is a monthly periodic rate of 0.7417%.

Variable Rate.

The ANNUAL PERCENTAGE RATE is subject to change quarterly to reflect any change in the Index and will be determined by the Prime Rate 45 days prior to the first day of each calendar quarter (January, April, July and October) as published in *The Wall Street Journal* “Money Rates” table to which we add a margin. The ANNUAL PERCENTAGE RATE will never be greater than 18.00%. Any increase in the ANNUAL PERCENTAGE RATE will take the form of additional payments shown as Total Minimum Payments on the statement. If the Index is no longer available, the Credit Union will choose a new index which is based upon comparable information.

Margin.

Purchases will be charged at 12.99% above the Index.
Cash advances will be charged at 12.99% above the Index.
Balance transfers will be charged at 12.99% above the Index.

SEFCU
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