

YOUR BILLING RIGHTS

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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:

Listerhill Credit Union, P.O. Box 566, Sheffield, AL 35660-9984 or webmaster@listerhill.com

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 (AutoPay/ACH) 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:

- * 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.
- * 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: Listerhill Credit Union, P.O. Box 566, Sheffield, AL 35660-9984 or webmaster@listerhill.com

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.

Interest Rates & Interest Charges

Annual Percentage Rate (APR) for Purchases, Cash Advances, and Balance Transfers	APR's: 8.50%, 9.75%, 10.75%, 14.00%, 17.50% based on your creditworthiness. Your fixed Annual Percentage Rate will not vary in relation to an index.
Penalty APR	None
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, however, we will begin charging interest on cash advances and balance transfers on transaction date.
Minimum Interest Charge	None
How We Will Calculate Your Balance	We use a method called "Average Daily Balance (including new purchases)."
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

Annual Fee	NONE
Balance Transfer	NONE
Cash Advance	NONE
Foreign Transaction	1% of each International transaction in U.S. dollars.
Late Payment	Up to \$25
Over-the-Credit Limit	NONE
Returned Payment	Up to \$6

VISA CREDIT CARD AGREEMENT

In this agreement the words “you” and “your” mean each and all of those who apply for the Card. “Card” means the VISA Credit Card and any duplicates and renewals we issue. Everyone who receives, signs or uses a Card issued under this Agreement. “Account” means your VISA Credit Card Line of Credit account with us. “We”, “us” and “ours” means LISTERHILL CREDIT UNION.

1. **Responsibility.** By using your 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 also agree to be responsible for charges made by anyone else whom you give the Card, and this responsibility continues until the Card is recovered. You cannot disclaim responsibility by notifying us, but we will close the Card Account for new transactions if you so request and if you 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 other 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 becomes a party to this Agreement and is also jointly responsible for all charges on the account, including yours. You agree the Card may not be used for any illegal or unlawful activity or transactions, including but not limited to, gambling.

2. **Lost Card Notification.** If you believe the card has been lost or stolen, you will immediately call the Credit Union at: (256) 383-9204 or 1-800-239-6033.

3. **Liability for Unauthorized Use.** If you tell the Credit Union after learning of the loss or theft of the Card your liability for unauthorized transactions using the Visa system is zero. If you tell the Credit Union within two days after learning of the loss of the card your liability for unauthorized transactions is \$50.00. For ATM transactions your liability is \$500 if you do not tell the Credit Union within two business days and if you do not tell us within sixty (60) days after the statement was mailed, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money had you told us in time. 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. Notice Regarding Non-Visa Pinless Debit Card Transactions: You may use your Visa Debit Card to initiate both Visa debit transactions and non-Visa debit transactions without using a personal identification number (PIN) to authenticate the transactions. To initiate a Visa debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a Visa network. To initiate a non-Visa debit transaction, you may enter a PIN at a point-of sale terminal or, for certain bill payment transactions, provide the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-Visa transaction. We have enabled non-Visa debit transaction processing on the VISA, PLUS and STAR networks. The rights and protections applicable only to Visa debit transactions, including additional consumer liability limits and streamlined error resolution procedures, as described in your Electronic Fund Transfers Agreement and Disclosure will not apply to transactions processed through non-Visa networks. Please contact the Credit Union with any questions you may have regarding this notice.

4. **Credit Line.** Upon approval, 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 loan committee or loan officer. By giving you written notice, our loan committee 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 reevaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either you or 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.

5. **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.

6. **Monthly Payments.** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or not later than 25 days from the statement closing date, whichever is later. If your statement says the payment is “Now Due,” your payment is due no later than 25 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month if your Account has a balance (other than a credit balance). The minimum payment is 2.00% of your Total New Balance or \$15.00, whichever is greater, not to exceed your Total New Balance, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit. To the extent your payments exceed the minimum payment due each billing period, we will apply them to balances with higher rates prior to balances with lower rates. In the event a payment is late 10 days or more, you will be charged a late payment fee of up to \$25.00.

7. **Finance Charges.** You have a 25-day grace (no finance charge) period on your purchase balance and for new purchases if you paid the Total New Balance for your Account on your last statement by the end of the grace period. You also have a 25-day grace period for new purchases if you did not have a purchase balance on your last statement. The grace period starts on the statement closing date. If you do not pay the Total New Balance for your Account by the end of the grace period, FINANCE CHARGE will be imposed on the unpaid purchase balance from the first day of the next billing cycle and on new purchases from the date they are posted to your Account. FINANCE CHARGE is imposed on cash advances from the date they are posted to your Account.

The FINANCE CHARGE will be based on your credit score set according to the following table:

Credit Score Range	Annual Percentage Rate
730 or above	8.50%
690-729	9.75%
660-689	10.75%
620-659	14.00%
601-619	17.50%

The initial Annual Percentage Rate (APR) applied to your card account will be disclosed to you when you receive your card and is based on your creditworthiness. Your credit score will be measured periodically and your credit tier may be adjusted up or down or remain the same based upon changes in your credit score. To get the average daily balance for your Account, the daily balances for the billing cycle are added and the total is divided by the number of days in the cycle. To get the daily balance, new cash advances and new purchases are added to the day's beginning balance and payments and credits are subtracted; however, new purchases are not added if you paid the Total New Balance for your Account on your last statement by the end of the grace period or if you did not have any balance during the previous cycle. Fees are not included in the calculation of the average daily balance. FINANCE CHARGE will continue to accrue on your account until what you owe under this Agreement is paid in full.

8. **Default.** You will be in default if you fail to make any Minimum Payment when due. You will also be in default if (a) 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, (b) the value of our security interest materially declines, (c) you break any promise you have made to us under this Agreement or any other agreement you have with us is not true, or (d) we should otherwise feel insecure in receiving payment of the Account Balance for whatever reason. We have the right to demand immediate payment of your full account balance if you default, without giving any notice to you. In the event of default, you agree to pay all costs of collecting the amount you owe under this agreement including, if the unpaid balance under this plan is greater than Three Hundred Dollars (\$300.00) at the time of collection, reasonable attorney's fees if the debt is referred for collection to an attorney who is not our employee and if suit is filed, court costs.

9. **Using the Card.** You may use the card issued to you to make purchases in person, and by mail or telephone from merchants and others who accept VISA cards. In addition, you may obtain cash advances by using the card or special drafts issued for this purpose. Cash advances may be received from the Credit Union, from other financial institutions participating in the VISA program and from automated teller machines (ATMs), such as VISA ATM Network, which provide access to the VISA system. (Not all ATMs provide such access). You will need to use your card and Personal Identification Number (PIN) to obtain a cash advance from an ATM. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, 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 request.

10. **Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. 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 if it is \$1 or more, refund it on your written request or automatically after 6 months.

11. **Foreign Transactions.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. 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 in effect for applicable central processing date, in each instance, plus the 1% International Transaction Fee.

12. **Plan Merchant Disputes.** We are not responsible for the refusal for 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 have 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.

13. **Security Interest.** To secure your Card Account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through use of the account. If you default, we will 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 6.

By using the card you hereby pledge all share and/or deposits (including amounts in draft accounts) and payments and earning thereon which you now or hereafter may have with us, whether held jointly, individually, or in trust, as security for any and all monies advanced or purchases made by use of the Card and any interest accrued thereon. You authorize us to take what you owe us out of any account (except Individual Retirement Accounts) you have with us. By use of the card, you acknowledge that you have signed a separate security agreement granting a security interest in all shares and/or deposits in the Credit Union (except Individual Retirement Accounts) including all accounts from which you have the right to withdraw. By using the card, you agree that collateral securing any other debt with the Credit Union will also secure this account.

14. **Effect of Agreement.** This 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. We may amend this Agreement from time to time by sending you any advance written notice required by law. Any amendment to this Agreement will take effect on the day it is mailed unless advance notice is 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 to future transactions.

15. **Governing Law.** The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Alabama and any applicable law.

16. **Delay in Enforcement.** No delay in enforcement of our rights under this Agreement will result in any loss of our rights or relieve you of any of your obligations.

17. **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.

18. **Copy Received.** You acknowledge receipt of a copy of this Agreement and Billing Rights Statement.