



SOUTH CAROLINA  
FEDERAL  
CREDIT UNION

## VARIABLE RATE CREDIT CARD AGREEMENT AND DISCLOSURES

**THIS IS YOUR AGREEMENT AND DISCLOSURE STATEMENT WITH SOUTH CAROLINA FEDERAL CREDIT UNION. PLEASE READ IT CAREFULLY AND KEEP IT FOR YOUR RECORDS. IT SUPERSEDES ALL PRIOR AGREEMENTS AND DISCLOSURE STATEMENTS RELATING TO YOUR ACCOUNT. YOU DO NOT HAVE TO SIGN THIS AGREEMENT. YOUR AGREEMENT TO ALL OF THESE PROVISIONS, AS AMENDED FROM TIME TO TIME INCLUDING THE CARD ISSUED BY US, WILL BE SHOWN BY YOUR APPLICATION FOR THE CARD, YOUR ACCEPTANCE OF THE CARD, OR YOUR USE OF THE CARD, WHICHEVER OCCURS FIRST.**

In this Agreement, the word "Card" means either one or more VISA credit cards and any duplicates, renewals or substitutions we issue. The words, "you," "your," and "yours" mean all cardholders (borrowers and co-borrowers); anyone any cardholder permits to use the Card(s); as well as any authorized user for whom an additional Card(s) is issued to the extent of their purchases and cash advances, as well as transactions by anyone they permit to use the Card(s). The word "cardholder" means any applicant or co-applicant to whom a Card is issued by us. The words, "Credit Union," "we," "us," "our", and "South Carolina Federal" mean South Carolina Federal Credit Union. The word "Convenience Checks" means one or more checks that we may send to you to access your Credit Card Account.

### **Pledge Of Shares And Security Interest.**

**BY SIGNING AN APPLICATION, ACCEPTANCE OR AUTHORIZED USE OF ANY CREDIT CARDS, YOU GRANT AND PLEDGE A CONSENSUAL LIEN TO US ON ALL SHARES TO SECURE PAYMENT OF YOUR OBLIGATIONS ON THIS ACCOUNT. IN ADDITION, YOU ACKNOWLEDGE OUR STATUTORY LIEN RIGHTS UNDER THE FEDERAL CREDIT UNION ACT; YOU AGREE THAT SUCH A LIEN IS IMPRESSED AS OF THE DATE THAT THIS ACCOUNT IS OPENED; AND YOU AGREE THAT WE CAN APPLY THE SHARES PLEDGED AT THE TIME OF ANY DEFAULT ON THIS ACCOUNT WITHOUT FURTHER NOTICE. "Shares" for the purpose of your pledge to secure your obligations to the Credit Union means all deposits in any share savings, share draft, club, certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.**

**SECURITY AGREEMENT:** *"Non-Purchase-Money Security Interests"* Payments on your Account are secured by any security interest in any property securing your other obligations to the Credit Union, whether existing now or in the future, except your household goods and your primary residence. *"Purchase-Money Security Interests"* You hereby grant Credit Union security interest in all property purchased/acquired by you or any authorized user pursuant to the use of this Account, including a purchase-money security interest in any household goods purchased/acquired with an extension of credit upon this Account. These *Purchase-Money Security Interests* shall secure faithful performance of all obligations arising under this Agreement; and the Credit Union shall have all of the rights of a secured party in accordance with Article Nine of the Uniform Commercial Code and/or other applicable law.

- 1. Using Your Account.** You must sign the Card in order to use it. You can purchase or lease goods and services ("Purchases") from any merchant who honors your Card up to your maximum credit limit by presenting your Card and signing a sales receipt or writing a Convenience Check for the amount of the Purchase. You may also use the Card to obtain Cash Advances up to your maximum credit limit from financial institutions that accept the VISA credit card, and by use of preprinted Convenience Checks that the Credit Union may issue to you. You authorize us to honor any Purchase or Cash Advance you make by telephone, internet or mail on this account. You agree that a signature is not necessary as identification in such cases. You agree not to present your Card, obtain a Cash Advance or write a Convenience Check for any extension of credit in excess of your available Credit Limit (the difference between your outstanding balance and your maximum credit limit) on your account. Certain purchases and cash advances require authorization prior to completion of the transaction. In some cases, you

may be asked to provide identification. If our system is not working, we may not be able to authorize a transaction, even though you have sufficient credit available. Also, for security reasons, we may block the use of your Card in certain countries or geographic areas. We will have no liability to you or others if any of these events occur.

2. **ATM Access.** If you have received a personal identification number (PIN), you may use your Card and PIN to obtain Cash Advances at any ATM that accepts your Card. Your PIN is confidential and should not be disclosed to anyone. You agree not to write your PIN on your Card, you will not keep your Card and PIN together, and you will not provide your PIN to anyone who is not an authorized user. **Owners of ATMs that we do not own may charge fees in addition to any fees disclosed in this Agreement or other Credit Card Disclosures that you receive. Any fees that we charge or that others charge for this service will be added to your account. The party charging the fee is required to provide appropriate disclosures to you with regard to any such fees.**
3. **Maximum Credit Limit.** Your Maximum Credit Limit will appear on the folder in which you receive your Card and on your monthly statement. The credit limit is based on your creditworthiness and our underwriting standards. At our discretion, we may change your credit limit at any time, and may provide separate limits for purchases and for cash advances. We will notify you if we do, either by mail or through your monthly billing statement. You may request a change to your credit limit by contacting the Credit Union by telephone or mail. Your continued use of the card will show your agreement to any such increase. If you object to an increase in your credit limit, you must notify the Credit Union in writing. Upon receipt of such notice, your credit limit will be reduced to its prior limit; however, you will be responsible to pay any amounts by which you have exceeded the reduced limit. You agree to pay any amounts you owe that exceed your maximum credit balance upon demand. You agree we are not obligated to extend to you credit for any amount that would cause your outstanding balance to exceed your Maximum Credit Limit, or for any amount if your outstanding balance already exceeds your Maximum Credit Limit. Any increase in your Maximum Credit Limit requested by you will require you to make a written application for our approval. In assessing your credit limit under the provisions in this Section (either at our discretion or upon request): (a) we may and you authorize us to review your credit history, including consumer credit reports; (b) you authorize us to have this review made by third parties to determine whether you meet the criteria we have set for such an increase; and (c) this process shall not be pre-screening under the Fair Credit Reporting Act or other applicable laws or regulations based on our existing relationship and this Agreement.

**ATM and Over-the-Counter Cash Advance Limits.** Advances at authorized ATM's are limited to a total of \$500.00 during any 24-hour period. Over-the Counter cash advances are limited to three per day and based on your credit limit.

4. **Finance Charges.** You agree to pay the FINANCE CHARGE on your account. A FINANCE CHARGE computed on a monthly periodic rate ("MPR") will begin to accrue for new Purchases, if you do not pay the New Balance in full within 25 days after the billing date of the statement on which the new Purchases first appear according to the Grace Period above. A FINANCE CHARGE computed on a monthly periodic rate ("MPR") will begin to accrue on the transaction date of Cash Advance(s) or Purchases (except as provided above), or the first day of the billing cycle, whichever is later, and will continue to be imposed until you have paid any outstanding balance in full. The Credit Union calculates the FINANCE CHARGE as follows:
  - a. The **FINANCE CHARGE** will be figured by applying the monthly periodic rate to the average daily balance of Purchases and Cash Advances. Your Annual Percentage Rate (APR) is determined based on your creditworthiness and will be provided to you separately either in writing or electronically at the time your credit card is approved.

<b>APR = Prime + Margin</b>
Prime Rate + 5.00%
Prime Rate + 7.00%
Prime Rate + 9.00%
Prime Rate + 14.65%

Rates are variable and subject to change. Maximum APR is 18%. Your **ANNUAL PERCENTAGE RATE (APR)** will be calculated by adding an margin from above to the Prime rate as correctly published in the Wall Street Journal as of the Wednesday immediately preceding the billing cycle. The Credit Union may adjust the rate once each month effective the first day of the billing cycle. APR changes will reflect on the following month's statement.

- b. To get the total average daily balance on your Account, we take the beginning balance of your Account each day, add any new Purchases and Cash Advances, unpaid Finance Charges, current late payment fees, and other fees, and subtract any payments or credits. This is your daily balance. Then we add up all the daily balances for the billing cycle and divide that total by the number of days in the billing cycle. This gives you the average daily balance. This determines the balance subject to the **FINANCE CHARGE**.

**5. Additional Charges for Transactions in a Foreign Currency and “Cross-Border” Transactions. Currency Conversion Fee:** If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA, as applicable. The exchange rate VISA uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. **Cross-Border Transaction Fee:** In addition, VISA charges us a Cross-Border Assessment up to 1% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, “cross-border transaction” shall include both (a) transactions initiated in a foreign country, which are subsequently settled in the United States, and (b) transactions initiated in the United States but are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border Transaction fee(s) will be shown separately on your periodic billing statement(s). The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

**6. Promotional Rate Finance Charges.** From time to time and in our sole discretion we may offer a special rate applicable to certain transactions such as particular purchases (as defined by us), balance transfers, or cash advances. Applicable terms and conditions will be disclosed at the time any such promotion is offered, and are incorporated into this Agreement by reference. The promotional rate will apply only to the transactions and for the period of time set forth in any such offer from us. Existing balances and new purchases or advances not expressly subject to any such promotion will remain governed by the terms and conditions of this Agreement. In addition, the terms and conditions of this Agreement will govern your obligations regarding any unpaid balance or transactions that are made subject to any such promotional offer, that are not fully paid within the time period set forth in such promotional offer.

**7. Payments.** You will be jointly and severally liable and agree to pay the Credit Union for all charges (purchases, cash advances, finance charges, and other charges added to your Account under the terms of this or any other agreements with us) extended to you or anyone else using any Card issued for your account, unless the use of such Card is by a person other than you, who does not have actual, implied or apparent authority for such use and

from which you receive no benefit. Authority includes, but is not limited to, any authorized users permitting another person to use any Card(s). Further, all users are obligated to us for all charges they make, authorize or permit.

The Credit Union can accept late or partial payments as well as payments that are marked with "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. You must pay the Credit Union in U.S. dollars drawn on funds on deposit in the United States. If you make payment with other currencies or from an institution domiciled outside the United States, then your payment will not be credited until the funds have been collected by us in U.S. dollars.

Unless otherwise required by specifically applicable laws, for payments received by mail by 5:00 PM EST, your payment will be effective that day; and for payments made in any other manner, including in person, your payment is effective the date received.

***To protect you and us, the Credit Union, in its sole discretion, may place a temporary freeze on all or part of the credit available to you for new purchases or cash advances under this agreement any time the Credit Union receives a large payment (\$4800.00 or more) by any method. In such cases, the Credit Union may freeze your credit line until payment is actually collected or verified.***

- 8. Minimum Payment Due.** You can pay off your account balance in full each month or you can pay in monthly installments. If you do not pay your balance in full, you agree to pay at least a minimum payment of 2.5% of your New Balance (rounded to the nearest whole dollar) or \$10.00, whichever is greater at the end of each statement period. If the New Balance shown on your periodic statement is \$10.00 or less, you agree to pay this amount. Unless the Credit Union takes other action as a result of a default under this Agreement, the Minimum Payment Due will also include any amount that is past due and any amount by which your new balance exceeds your credit limit. Payments and credits will be applied first to pay billed but unpaid finance charges; late charges, and other fees or charges provided for herein; and next to unpaid cash advances; and then to your unpaid purchase balance. The "Payment Due Date" will be shown on your periodic statement.

***Grace Period:*** Grace period for repayment of the balance for purchases is approximately 25 days from the close of the billing cycle. See your statement for billing cycle date.

- 9. Returns – Adjustments – Credit Balances.** Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit transaction, 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 credit balance amount is \$1.00 or more, it will be refunded upon your written request or automatically after six months by transferring the amount to your share savings account or mailing a check (only upon request) payable to the order of any cardholder to the statement mailing address.
- 10. Automatic Payment Option.** If you requested the Automatic Payment Option in your Application, all Minimum Payments due will automatically be deducted from your designated account on your Payment Due Date. If your designated account does not contain sufficient funds, no automatic deduction will be made; we will bill you for the Minimum Payment Due; and your account will be charged an insufficient funds fee and you will be responsible for making the payment by some other means.
- 11. Skip Payment Option.** At our option, we may offer you the opportunity to not make ("skip") a minimum payment during certain designated billing cycles ("skip payment period"). If you do not make your minimum payments as provided in this Agreement, during such designated billing cycles, you understand that we will continue to apply finance charges to your account. Beginning with the billing cycle following an allowed skip payment period, all other provisions of this Agreement will apply.
- 12. Monthly Statement.** We will send you a monthly billing statement whenever there is activity on your account. Your monthly statement will show information concerning your account as required by law. Such information may include but is not limited to purchase and cash advance transactions, credit limit, etc. ***E-Statements:*** You will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access,

review, print and otherwise copy / download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by any owner to the last known e-mail address provided. You agree to notify us promptly of any change of your e-mail address. If you have not notified us of any change of your e-mail address, you agree that your failure to provide us with a valid e-mail address is the lack of ordinary care on your part. If we become aware that you are not receiving e-mail, we may restrict your access to these services until you provide us with the correct e-mail address and you may be converted to paper documents.

- 13. Additional Benefits/Card Enhancements.** The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, purchase rewards or rebates at no additional cost to you. You understand that the Credit Union is not obligated to continue or to offer such services and may withdraw or change them at any time. If these benefits are withdrawn prior to any accrued use by you, the Credit Union will have no obligation to provide the benefit or enhancement, or any other compensation or consideration.
- 14. Merchant Disputes.** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card except as set forth in the Special Rules for Credit Card Purchases set forth at the end of this Agreement.
- 15. Fees.** In addition to the periodic rate, the following additional fees may be imposed on your account. If applicable to your account, the fee amounts and explanations are disclosed on the Credit Card Disclosure accompanying this Agreement.
  - a. Expedited Payment Fee.** You may be charged a fee for expedited payments made via telephone to a Credit Union Representative. Fees are not assessed for payments made by mail, electronic transfer, or telephone authorization through an automated service. Ask us for applicable fee amount.
  - b. Late Payment Fee.** Credit Union will charge your account a late payment fee for each billing period in which your minimum payment is not received within five (5) days of your payment due date. This fee may be added to your account balance, or collected from you on demand.
  - c. Returned Payment or Insufficient Funds Fee.** Credit Union will charge your account a fee if your payment by any method, including check, electronic transfer, home banking transaction or otherwise, is not honored, or if we must return it to you because it cannot be processed for any reason. This fee may be added to your account balance, or collected from you on demand.
  - d. Charge for Copies, Research and Card Replacement.** If you ask for a copy of any document, such as a sales draft, Convenience Check, or billing statement, a charge may be imposed for the time it takes to research and locate the document. However, no charge will be imposed in connection with any actual or asserted billing error.
- 16. Convenience Checks.** Any individual cardholder or authorized user can use your Convenience Checks to purchase goods and services or to obtain cash up to the amount of your available credit limit. Credit Union will treat Convenience Checks as Cash Advances and will charge them against your credit limit. Credit Union may decline to honor a Convenience Check if you are over your credit limit, you are in default, your account privileges have been canceled, or your Card has expired. If we decline to honor a Convenience Check, Credit Union may charge you a fee, which the Credit Union will add to your account balance. Convenience Checks may be used only by the person whose name is printed on them. You may not use Convenience Checks to pay any amount you owe the Credit Union under this or any other credit agreement with the Credit Union. Credit Union will not certify any Convenience Checks, nor will the Credit Union return paid Convenience Checks to you. It is in the Credit Union's sole discretion to issue Convenience Checks to any member.

**STOPPING PAYMENT OF A CONVENIENCE CHECK.** You may ask us to stop payment of a convenience check by calling us at **(800) 845-0432**. Your stop payment request will be effective permanently. We will use commercially reasonable efforts to stop payment on your convenience check. However, you agree that

convenience checks are credit transactions; and that we will not be responsible in any way if the convenience check that you have requested us to stop payment on is cashed or otherwise presented for payment and, using commercially reasonable efforts, we are unable to stop payment. You agree that the UCC does not apply to a convenience check

- 17. Your Responsibility and Liability for Unauthorized Use and Lost or Stolen Cards or Convenience Checks.** If your Card or Convenience Checks are lost or stolen, or if you suspect someone used or may use them without your permission, you must notify the Credit Union at once by calling 1-800-449-7728 or writing PSCU Service Center, Inc, P.O. Box 31216, Tampa FL 33631. If notice is given orally, you will promptly confirm it in writing. The Credit Union may require you to provide us certain information in writing to help us investigate any unauthorized use. Further, you agree to cooperate and assist us or any government or law enforcement agent or agency in investigating, collecting or pursuing any other rights (civil and criminal) relating to any unauthorized use. In this regard, you agree to file an appropriate police report when asked to do so. Do not use the Card or the Convenience Checks after you have notified the Credit Union, even if you find them or have them returned to you.

You are liable for all transactions that you authorize. *No Liability:* You will have no liability for unauthorized use of your Card, Convenience Checks or other Access Devices for non-ATM transactions made over the VISA Network if the following conditions are met: (1) You have not been grossly negligent; and (2) You have not committed, participated in or conspired to commit any fraudulent act or scheme involving the use of your VISA credit card account. *Limited Liability:* For transactions on other networks or ATM transactions, you may be liable for unauthorized transactions using your Card, Convenience Checks or other Access Devices that occur before we are notified. However, your liability for unauthorized use on networks other than VISA will not exceed \$50.00. In any case, you will not be liable for any unauthorized use after notifying us of the loss, theft or unauthorized use of your Card, Convenience Checks or other Access Devices.

- 18. Default.** You will be in default if: (a) you fail to pay the Minimum Payment Due by the Payment Due Date; (b) the Credit Union, in its sole discretion, feels insecure (For example: Our good faith belief that your ability to pay your account is impaired; use of your account in any manner or in any way that may expose the Credit Union to a risk of loss; etc.); (c) your ability to repay is materially reduced by a change in your employment, by an increase in your obligations, by bankruptcy or insolvency proceedings involving you, by your death, or (for community property state residents only) by a change in marital status or domicile; (d) you exceed your credit limit without our permission; (e) you have made a false or misleading statement to us in your application or otherwise; (f) you are in default under any other agreement with us; (g) if you use or authorize the use of any Card(s) to make or facilitate any illegal transaction; or (h) you fail to perform any of your other obligations under the terms of this Agreement as it may be amended from time to time. Upon default we may close your Account to future purchases and advances and, to the extent not prohibited by Governing Law, demand immediate payment of your entire Account balance, after giving you any notice and opportunity to cure the default if required by applicable law. The Credit Union's sole obligation hereunder with regard to determining and declaring an event of default is the exercise of "good faith," based on its subjective understanding of applicable facts. We shall also have the right to close your account and terminate access privileges where your account is inactive for such periods of time as we may from time-to-time determine to be appropriate for protecting both our and your interests.

- 19. Collection Costs.** You agree to pay all costs incurred by the Credit Union in collecting any amounts you owe or in enforcing or protecting the Credit Union's rights under this Agreement, including attorneys' fees of 20% of the unpaid balance or such greater sum as may be reasonable, and also those costs, expenses and attorneys' fees incurred in any appellate, bankruptcy and post-judgment proceedings, except as limited or prohibited by applicable law.

- 20. Updating and Disclosing Financial Information.** We may report your performance under this Agreement to consumer reporting agencies and secure follow-up consumer reports on you for any legitimate business reason, including if you fail to make your minimum payments on time. We can reinvestigate and reevaluate any information you provide on your Visa Application at any time, and in the course of doing so, we may ask you to provide additional information, request credit bureau reports and/or otherwise verify your current credit standing.

*Access to Account Information: You agree that all borrowers and authorized users will have access to information regarding transactions on your account, including but not limited to purchases and cash advances, account balances, account history, payments and other information relating to or arising with regard to this account or any transaction.*

- 21. Correcting the Credit Union's Credit Report.** If you think the Credit Union reported erroneous information about you to a consumer reporting agency, call the Credit Union at the telephone number listed on your monthly billing statement. Credit Union will promptly investigate the matter, contact each consumer reporting agency whose records may reflect an error and require them to correct your report if its investigation decides that you were correct. If Credit Union disagrees with you after the investigation, Credit Union will advise you, in writing or by phone, and instruct you how to submit to those agencies a statement of your position that will become a part of your consumer record with them. The instructions will include the name, address, and phone number of each such agency, along with other pertinent information.
- 22. Change of Name, Address or Employment.** You will notify the Credit Union immediately in writing if your name, home address, email address, telephone number, or employment changes.
- 23. Closing Your Account.** Any individual cardholder without the consent of other cardholders may close your Account at any time by notifying us in writing as indicated in this Agreement. Credit Union may close your account or suspend your Card privileges or Convenience Checks at any time without prior notice. Credit Union may also reissue a different Card or different checks at any time. You must return the Card or the Convenience Checks to the Credit Union upon request. You agree that the Card and all Convenience Checks remain the property of Credit Union. Each Card we issue will have an expiration date. Upon expiration of your Card your account will automatically terminate; or the Credit Union, in its sole discretion, may extend your Agreement and issue a new card with a new expiration date. If your account is closed, expires or your credit privileges are terminated or suspended, you will remain responsible for paying all amounts you owe us according to the terms of this Agreement. Without limiting the foregoing, the Credit Union has the right to terminate your line of credit and to demand the return of all cards, access checks and other access devices if the Credit Union, in its sole discretion, feels that it is insecure for any reason whatsoever; including but not limited to mismanagement of your account, failing to safeguard any access device, creation of any credit balances by you that may increase the risk of loss or exposure of the Credit Union or failing to cooperate with the Credit Union or others with regard to any claim of unauthorized use or any other defense to payment under applicable law.
- 24. Changing This Agreement.** The Credit Union may change the terms of this Agreement, including the Annual Percentage Rate, at any time. Except where limited by applicable law, the new terms, including, but not limited to, increasing the finance charge or the way the Credit Union calculates finance charges, late charges, and the minimum payment due, will apply both to new purchases and cash advances and to the existing outstanding balance of your account as of the day of the change. We reserve the right to refuse to honor any request for credit, to reduce your credit limit or terminate your account at any time using our sole discretion, based on changes in the economy, the Credit Union's financial condition, your creditworthiness or for any other reason not prohibited by law. In accordance with applicable law, the Credit Union will notify you of any increased charge or change by writing to you at the most recent address shown for you on the Credit Union's records.
- 25. Delay in Enforcement/Waivers.** The Credit Union may delay or waive enforcement of any of the provisions of this Agreement, including any agreement to make timely payments, without losing its right to enforce the same provision later or any other provisions of this Agreement. You waive the right to receive notice of any waiver or delay or presentment, demand, protest or dishonor. You also waive any applicable statute of limitations to the full extent permitted by law and any right you may otherwise have to require the Credit Union to proceed against any person before suing you to collect.
- 26. Additional Terms of Agreement.** To the extent not prohibited by applicable law, the terms, interpretation and enforcement of any claim or dispute arising under this Agreement, as well as all parties' rights and duties, will be governed by South Carolina law regardless where you may reside or use your account. Further, this Agreement is

the contract which governs all transactions on your Account even though sales, cash advances, credit or other slips may contain different terms. You may not transfer or assign your account or Card to any other person. The Credit Union may assign or transfer this Account, your Account balance, or this Agreement to another person, who will have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives. If there are joint borrowers, a guarantor or authorized users for this credit plan, each of you will have the right to use the Account to obtain loans pursuant to the terms hereof. **Any one applicant, guarantor, or authorized users elections, transactions and directions to the Credit Union shall be binding upon all obligors.** Each of you will be liable for all obligations owing on the Account whether borrowed by you or otherwise and whether within or beyond the credit limit. Further, each of you are responsible for all amounts borrowed by any authorized user(s). Authorized users and other users may also be required to repay the amount owed for charges they make; however, you remain, at all times, primarily responsible for all amounts owed. All Cards, billing statements and notices will be mailed or delivered to the address given on the application for either applicant unless you direct otherwise in writing. **If any law or judicial ruling makes any part, provision, sentence or section of this Agreement unenforceable, the remainder will continue in full force and effect.** You agree that your account will also be subject to all rules and regulations of VISA U.S.A., Inc., as applicable, which are incorporated herein by reference. If there is any conflict between this Agreement and the rules and regulations of VISA U.S.A., Inc., the rules and regulations of VISA U.S.A., Inc., will control, as applicable.

- 27. Illegal Transactions.** You warrant and agree that your Credit Card, other access device or any related account will not be used to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. Certain federal and/or state laws or Card Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as charges incurred at a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.
- 28. CU Rewards.** CUREwards points are earned each time you use your South Carolina Federal Visa® Platinum credit card. Points may be redeemed for travel, merchandise, select merchant gift cards and more. You'll earn one point for every dollar you spend with your Visa Platinum card. Log on to [CUREwards.com](http://CUREwards.com) today for limitations and balance information!

### ***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:

**PSCU  
Post Office Box 31112  
Tampa, FL 33631-3112**

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***. 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 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** at:

**VISA :**  
P.O Box 96099  
Charlotte, NC 28296-0099  
Toll Free 1-800-654-7728

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.

### **To Report a Lost or Stolen Card or Other Access Device After Hours**

Call: 1-800-449-7728

### **To Close the Account: (SEND WRITTEN NOTICE)**

South Carolina Federal Credit Union  
P.O. Box 190012  
North Charleston, SC 29412-9012  
843-797-8300  
1-800-845-0432

### **Direct All Other Reports, Requests and Inquiries to:**

**VISA:**  
P.O. Box 96099  
Charlotte, NC 28296-0099



SOUTH CAROLINA  
FEDERAL  
CREDIT UNION

**Variable Rate Credit Card Application Disclosure**

This Disclosure along with your Credit Card Agreement governs your Visa(R) Platinum Variable Rate Credit Card

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for purchases, cash advances, and balance transfers – VISA Platinum</b>	APR will be <b>8.25% to 17.90%</b> based on your credit worthiness. This APR will vary with the market based on Prime Rate
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. You will not be charged interest on purchases if your balance is paid in full by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

<b>Fees</b>	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	
• Foreign Transaction	Up to <b>2%</b> of the transaction amount
• Expedited payment fee (Speedpay)	<b>\$11.00</b>
• Convenience check stop payment fee	<b>\$35.00</b>
<b>Penalty Fees</b>	
• Late Payment	<b>Up to \$30.00</b>
• Returned Payment	<b>Up to \$35.00</b>
<b>Other Fees</b>	
• Account research fee	<b>\$22.00/hour</b>
• Copy fee	<b>\$5.00/copy</b>

**How We Will Calculate your Balance:** We use a method called “average daily balance (including new purchases and cash advances).”

Balance transfers may not be used to repay existing South Carolina Federal loan products.

This information was updated in April 2013, was accurate as of and subject to change after that date. Contact South Carolina Federal at 843-797-8300(**Charleston**) or 800-845-0432(**Nationwide**) to find out what may have changed.