



**KINECTA™**  
FEDERAL CREDIT UNION

**VISA PLATINUM  
SHARE-SECURED  
CREDIT CARD®**

AGREEMENT AND FEDERAL  
TRUTH-IN-LENDING DISCLOSURE

9/2012

M-108496

**VISA PLATINUM SHARE-SECURED CREDIT CARD® AGREEMENT AND FEDERAL TRUTH-IN-LENDING DISCLOSURE**

September 1, 2012

This Kinecta Visa Platinum Share-Secured Credit Card Agreement and Federal Truth-in-Lending Disclosure (“Agreement”) establishes the terms and conditions of your Kinecta Visa Platinum Share-Secured Credit Card (“Card” or “Account”) with Kinecta Federal Credit Union. Please read it and keep it for your records.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases and Balance Transfers<sup>1</sup></b>	<b>15.24%</b> This APR will vary with the market based on the Prime Rate*.
<b>APR for Cash Advance<sup>2</sup></b>	<b>18.00%</b> . This APR will vary with the market based on the Prime Rate*.
<b>Penalty APR and When it Applies</b>	<b>18.00%</b> . This APR may be applied to your entire account if you: 1) Make a late payment; 2) Go over your credit limit twice in a six month period; 3) Make a payment that is returned; 4) Do any of the above on another account that you have with us. <b>How Long Will the Default APR Apply?</b> If your APRs are increased for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due.
<b>How to Avoid Paying Interest on Purchases</b>	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.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
<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> .
Fees	
<b>Annual Fee</b>	<b>\$25.00</b>
<b>Transaction Fees</b> • Balance Transfer Fee • Cash Advance Fee • Foreign Transaction Fee	<b>\$10.00</b> or <b>3%</b> of the amount of the transfer, whichever is greater <b>\$10.00</b> up to a maximum of <b>\$100.00</b> or <b>3%</b> of the amount of the transaction, whichever is greater <b>1%</b> of the amount of each transaction in U.S dollars.
<b>Penalty Fees</b> • Late Payment Fee • Returned Payment Fee	Up to <b>\$10.00</b> for balances less than \$200.00; Up to <b>\$19.00</b> for balances of \$200.00 or more Up to <b>\$19.00</b>
<b>Other Fees</b> • Dream Points® Rewards • Document Copy Fee • Rush Card Fee	<b>\$0.00</b> <b>\$12.00</b> for each sales draft, but one copy per year is free <b>\$25.00</b> to rush each requested replacement card

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided on pages seven and eight of this agreement.

\*Based on the U.S. prime Rate of 3.25% as of August 15, 2012. The maximum APR of 18.00% as currently permitted by Federal Credit Unions applies to this credit card. The APR you receive is determined based on your credit worthiness.

<sup>1</sup> The margin for determining the APR for Purchases and Balance Transfers is **11.99%**.

<sup>2</sup> The margin for determining the APR for Cash Advances is **14.75%**.

**How We Will Calculate Your Balance:** We will use the method called "Average Daily Balance"

In this Agreement, the words "you" and "your" mean any person (if more than one person, individually and jointly) who is responsible for the Card, but not limited to, any joint obligor, guarantor, authorized user or the person whose name is embossed on the card(s). "We," "us," "our," and "Credit Union" refer to Kinecta Federal Credit Union or anyone to whom the Credit Union transfers its rights under this Agreement. By requesting and receiving, signing, using, or permitting others to use the card issued to you by the Credit Union, you agree to be bound by the terms and conditions as set forth herein and any amendments thereto.

**NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE ANNUAL PERCENTAGE (INTEREST) RATE**

**AUTHORIZATION AND PAYMENT:** You authorize us to pay and charge your Account for all purchases, balance transfers, and cash advances made or obtained by you or anyone you authorize to use your card or account. You will be obligated to pay all such purchases, balance transfers, and cash advances charged to your Account whether resulting from: (1) actual use of your card or convenience checks; (2) mail order or telephone, computer, or other electronic purchases made without presenting the Card; or (3) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account (collectively, "authorized charges"). You promise to pay us or to our order in U.S. Dollars with an instrument drawn on a financial institution in the United States at our office or at the address set forth on your periodic statement all authorized charges on the terms and at the rates set forth herein, plus any interest charges assessed on your account and any other charges and fees which you may owe under the terms of this Agreement (the "account balance"). Payments will continue until you have paid in full the account balance.

**Change of Terms:** Account and agreement terms are not guaranteed for any period of time. You understand and agree that we may amend, modify, add to, or delete from this agreement or disclosure statement any of its terms and conditions, including financial terms such as the method of application and the amount of any interest charge, transaction fee, or other finance charge, annual percentage rate, monthly periodic rate, and/or fee in accordance with applicable laws. If required by applicable law, we will mail a notice of the change to you at your last known address. You also understand that in the event of a significant change, as defined under the Federal Truth in Lending Act, any such notice will be mailed at least forty-five (45) days prior to the effective date of the significant change as required by applicable law. If we are required by applicable law to provide you with a right to reject significant changes to this agreement and disclosure statement prior to the effective date of such changes, we will provide you with an explanation of how to reject the significant changes, unless you fail to make a required minimum payment within sixty (60) days after its due date. We may change the terms of this Agreement and Disclosure Statement based on information in your credit report, market conditions, business strategy or for any other reason. Notice of a change in terms is required, but may be sent as late as the effective date of the change where the change has been agreed to in writing, by you.

**Interest Rates and Interest Charges:** This Agreement establishes the APR for purchases, balance transfers, and cash advances under this credit card program.

You understand that a portion of your finance charges incurred during a billing cycle will include your interest charges incurred during that billing cycle. The interest charge for a billing cycle will be calculated by applying your monthly periodic rate to your average daily balance. You understand and agree that under the "Change in Terms" section above, we have the right in our sole discretion to change the amount of any APR, monthly periodic rate and, or interest charge that may apply to your Account.

Monthly periodic interest charge, monthly periodic rate, and APR for cash advances, balance transfers, and purchases: The monthly periodic rate used in calculating the monthly periodic interest charge for cash advances, balance transfers, and purchases is based upon the "Prime Rate" as published in the "Money Rates" section of the print edition of the *Wall Street Journal* ("Index"). Your APR for cash advances, balance transfers, and purchases is determined

by adding a "Margin" to the Index in effect as of the 15th day of each month preceding the start date of each current billing cycle.

Your APR may increase or decrease every month. Any such change will be based on an increase or decrease in the "Index" as set forth above. In the event that the Prime Rate ceases to be published, changes in the APR will be related to a comparable Index. We may waive an increase in the APR when such an increase can be made, but such a waiver shall not be construed as a waiver of our right to increase the APR at a future date when entitled to do so.

The Monthly Periodic Rate is equal to 1/12th of the APR as stated each month. If the payment for the entire new purchase balance is received by the payment due date (**25 days** after the close of the billing cycle), no interest charges will be assessed in that billing period. However, if the new purchase balance is not paid in full by the payment due date, interest charges will be assessed on all purchases from the date they posted to your Account (including new purchases). If the Account balance revolves, there is no grace period.

**Credit Information:** You authorize us to investigate your credit standing when opening, renewing, or reviewing the Account, and you authorize us to disclose information regarding the Account to credit bureaus and other creditors who inquire of us about your credit standing to the extent authorized by law.

**How the purchase balance, consisting of transactions related to the purchases of property and services upon which periodic interest charges are assessed is computed:** Average Daily Balance (including new purchases). We figure a portion of the interest charge on your Account by applying the purchase monthly periodic rate to the average daily balance of credit purchases (including current purchase transactions). To get the average daily balance of purchase transactions you take the beginning balance of purchase transactions on your account each day, add any new purchases, and subtract any payment or credits and unpaid interest charges and other finance charges. This gives you the daily balance of purchase transactions. Then, you add up all the daily balances of purchase transactions for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the average daily balance of purchase transactions.

You have at least a **25** day grace period from the close of each billing cycle to pay the new balance without incurring additional interest charges provided that either: (1) we received payment in full of the ending balance for the previous billing cycle by the payment due date disclosed in the previous billing cycle's periodic statement; or (2) the previous billing cycle's ending balance was \$0. If you have a grace period to pay the new billing for any billing cycle, and do not pay the new balance in full during this period, interest charges will be assessed on any portion of the new balance not paid during the grace period using the average daily balance method as explained above. The payment due date disclosed on each periodic statement provided to you is the last day of your grace period for that statement's billing cycle.

**How the cash advances balance, consisting of transactions related to cash and other cash advance transactions upon which periodic interest charges are assessed is computed:** Average daily balance (including cash advance transactions). We figure a portion of the interest charge on your Account by applying the monthly periodic rate to the average daily balance of cash advances (including current cash advances). To get the average daily balance of cash advance transactions you take the beginning balance of cash advance transactions on your Account each day, add any new cash advances, and subtract any payment or credits, and unpaid, interest charges and other finance charges. This gives you the daily balance of cash advance transactions. Then, you add up all the daily balances of cash advance transactions for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the average daily balance of cash advance transactions.

There is no grace period in order to avoid the imposition of interest charges on cash advances.

**How the balance transfer balance, consisting of transactions related to cash and other balance transfer transactions upon which periodic interest charges are assessed is computed:** Average daily balance (including balance transfer transactions). We figure a portion of the interest charge on your Account by applying the monthly periodic rate to the average daily balance of balance transfers (including current balance transfers). To get the average daily balance of balance transfer transactions you take the beginning balance of balance transfer transactions on your Account each day, add any new balance transfers, and subtract any payment or credits, and unpaid, interest charges and other finance charges. This gives you the daily balance of balance transfer transactions. Then, you add up all the daily balances of balance transfer transactions for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the average daily balance of balance transfer transactions.

There is 25 day grace period in order to avoid the imposition of interest charges on balance transfers.

**MINIMUM PAYMENT:** Every month, you must pay at least the minimum payment due by the payment due date shown on your periodic statement. By separate agreement, you may authorize us to automatically transfer the minimum payment due from your Credit Union share or share draft account. You may, of course, pay more frequently, or pay the account balance in full, and you will reduce your periodic interest charge by doing so. The minimum payment due will be either: **2.00%** of your account balance or **\$25.00**, whichever is greater.

In addition, you must pay any amount on your periodic statement listed as past due and any late charge(s). Lastly, at any time your account balance exceeds your credit limit, you must pay the excess.

You understand and agree that any minimum monthly payment made by you will be applied in the following order: (a) unpaid fees and charges, if any; (b) unpaid periodic interest charges, transaction fees, and other finance charges due on purchases, balance transfers, and cash advances; (c) outstanding balances of cash advances, balance transfers, and purchases previously billed; and (d) current cash advances, balance transfers, and purchases. If two or more transactions are posted on the same day, your payment will be applied first to the smaller of them. Any payment you make in excess of the minimum monthly payment will be applied to your balances subject to the highest APR first, then to balances subject to lower APR, in descending order of APRs until all balances subject to an APR are paid in full. Thereafter, we will apply all payments in excess of the minimum monthly payment, if applicable, in the same order as we apply the minimum monthly payment.

**Late Payment Fee:** up to **\$19.00** Late Payment Fee will be assessed if you do not make minimum payment by due date.

**Credit Limit:** Your Account has a credit limit that is established by Kinecta. We may increase or decrease your credit limit at any time and we may notify you of such increase or decrease by mail or through a statement sent to the primary Account holder's address of record, in accordance with applicable legal requirements. We will provide you oral or written notice of any decrease in your credit limit. If you object to any credit limit increase, you must notify us immediately. You or your joint applicant for the account may request a change to the credit limit orally, in writing, or electronically, but any such request must be approved by us. If your credit limit is increased, you are immediately responsible for the new credit limit and any increase in the account balance even when it differs from an amount previously agreed to orally or in writing.

**Returned Payment Fee:** If a payment that was applied to your Account is returned to us unpaid for any reason, you will be charged a returned payment fee of up to **\$19.00**. This fee will also apply to any payments made by automatic transfer that cannot be posted due to insufficient funds in your regular share or share draft account.

**Annual Fee: \$25.00**

**Rewards Fee:** Dream Points are available with no annual fee. You can choose to opt out of Dream Points at any time.

**Minimum Finance Charge:** We charge a minimum finance charge of **\$1.00**. We charge it if the total periodic finance charge is less than \$1.00. We add the additional amount to any balance that is assessed a periodic finance charge.

**Purchases and Advance:** You may make purchases in accordance with the current loan policies up to your credit limit. You understand and agree that all purchases and other transactions requested by you or anyone you have permitted to use the Card(s) and/or Account are subject to our approval.

**Cash Advance:** You may request cash advances in accordance with the current loan policies up to the Cash Advance Limit. You understand and agree that all cash advances requested by you or anyone you have permitted to use the Card(s) and/or Account are subject to our approval.

**Using the Card:** To make a purchase or obtain an advance, you may present the card or card number to a participating Visa Card plan merchant, to us, or to another financial institution, and sign or authorize a sales or cash advance draft, or you may complete a transaction by using your PIN in conjunction with the Card at an ATM or other type of electronic terminal that provides access to the Visa Card system.

**Suspicious Activity:** Kinecta is committed to keeping your financial transactions as secure as possible. Our fraud detection systems are endorsed by CUNA Mutual Group, the bond coverage underwriter for many credit unions including Kinecta, as an effective tool in deterring fraudulent credit card use.

To help keep your money and your personal information safe, Kinecta uses a credit card fraud detection system designed using the latest “neural network” technology that “learns” your credit card purchase patterns. The system analyzes authorization requests for your card in real time and compares them to your purchase history as well as current fraud trends. If we detect abnormal transaction patterns, we can take immediate action to reduce the potential of continued fraud. As your profile and transactions change over time, the system updates its files with every new transaction.

We reserve the right to identify transactions as unauthorized or fraudulent and subsequently to decline those transactions.

**Travel Advisory:** A transaction in an area where you do not usually use your card may trigger the system. We encourage you to provide us with prior notice of any forthcoming unusual activity, such as high transaction volume and any anticipated transactions outside the U.S. You may provide this notice via email, by phone, or in writing. Travel advisory instructions are found on the Kinecta Web site: [http://www.kinecta.org/travel\\_advisory.aspx](http://www.kinecta.org/travel_advisory.aspx)

If you experience any problems using your card while traveling, please contact us:

Domestic: 800.854.9846 or 877.881.6023

International: 812.647.9790

To verify account activity if card is blocked:

800.337.3392 or 800.238.8604

**Hotel Reservations:** If you use your Card to make hotel reservations, you agree that your Account may be charged for the transaction as a “No Show” which is presented by the hotel.

**Authorized Users:** Additional cards are available on your Account for authorized users. Only one card will be issued to each person. You are responsible for the use of each additional card and cardholder even if that person exceeds the amount you authorized.

**PIN:** A Personal Identification Number (PIN) that acts as your signature when obtaining cash advances at participating automatic teller machines and for other point-of-sale-(POS) transactions.

A PIN may be obtained by calling 877.315.3483. This PIN may be used by you with your credit card to obtain a cash advance on your account at any ATM displaying the Visa logo or to make purchases at any designated POS machine.

You agree not to disclose or otherwise make your Card or PIN available to anyone. For security reasons, please do not write your PIN on your Card or keep it in the same location as your Card.

**Illegal Activity:** Your card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling or other transactions are legal in the jurisdiction in which you are located. Your Card and/or Account may not be used directly or indirectly for: (1) any illegal activity or transaction; or (2) any gambling, gaming, betting, or similar activity or transaction. Further, you may not utilize your Card and/or Account for the purchase of any goods or services on the Internet that involve gambling, gaming, betting, or any similar transaction or activity. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips/ checks or off-track betting or wagering.

You agree to repay, according to the terms of this Agreement, transactions you initiate by use of your card, whether deemed legal or illegal.

**Internet Transactions:** Activate Your Visa card in Verified by Visa® program at [www.kinecta.org](http://www.kinecta.org). To make transactions over the Internet, merchants may request your password to complete the transactions. If a password is not provided, or you do not successfully register with Verified by Visa®, the merchant may deny the transaction. If the password is incorrect, we may deny the transaction. You can select or change your password and view additional terms online at [www.kinecta.org](http://www.kinecta.org) and clicking on the Verified by Visa® links under the credit card page. By allowing another person to use your Verified by Visa® password you are authorizing the transaction on your account.

**Partial Authorization:** For transactions at some merchants, if the available credit limit is not sufficient to complete the full purchase, a partial approval in the amount of remaining available balance may be provided to the merchant and the merchant may permit you to use another source of funds to pay for the remaining amount due.

The option to complete a purchase using the remaining available credit limit on your card and another source of funds for the remainder is not available at all merchants. Some merchants may decline the transaction if the available credit is less than the transaction amount.

**Electronic Fund Transfer:** In the event a use of the Card or the Account number of the Card constitutes an electronic fund transfer, the terms and conditions of your Electronic Fund Transfer Agreement and Disclosure with us shall govern such transactions to the extent the Electronic Fund Transfer Agreement and Disclosure expands or amends this Agreement.

**Prepayment or Irregular Payments:** Though you need only pay the minimum payment due, you understand that you have the right to repay your account balance at any time without penalty. You also understand and agree that you will only be charged interest charges to the date you repay your entire account balance. You may make larger payments without penalty and this may reduce the total amount of interest charges that you will repay. If you pay more than the minimum payment due in any month and there is still a balance due, you must continue to make minimum payments in future months. Any partial payment of your account balance will not advance your next payment due date(s). You understand and agree that any payment that (a) delays or (b) accelerates the repayment of your account balance will (a) increase or (b) decrease your monthly periodic interest charge.

**Payments by Automatic Transfer:** By separate agreement, you may authorize us to automatically transfer the minimum payment due from your Credit Union share or checking account. If you request payment by automatic transfer, you understand and agree that no payment can or will be made if there are insufficient or uncollected funds in the designated account to make the scheduled loan payment. Should this event occur, you understand and agree that you will not be released from making the payment. Any automatic transfer you have requested will remain in effect until you cancel it in writing or the account balance is paid in full. We may cancel this service at our discretion. If you have authorized us to automatically transfer the minimum payment due from your share or checking account, you may request, in writing, that the payment be stopped. To stop the payment, your letter must be received by Kinecta Federal Credit Union, Card Services Department, P.O. Box 217, Manhattan Beach 90267, at least three (3) business days before the automatic payment is scheduled to occur.

**Default:** You will be in default if: 1) you do not pay on time or in the proper amount(s); 2) you fail to live up to any of the terms of this Agreement; 3) your creditworthiness is impaired; or 4) you die, become insolvent, or are the subject of bankruptcy or receivership proceedings. In the event of any action by us to enforce this Agreement, you agree to pay the costs thereof, reasonable attorneys' fees, and other expenses. You understand and agree that interest charges, at the APR as permitted under this Agreement will continue to accrue until you repay your entire account balance.

**Acceleration and Collection Costs:** If you are in default, you understand and agree that we have the right to temporarily or permanently suspend any and all Account and Card privileges and/or we may demand immediate payment of the account balance, including interest charges, late charges, and our collection costs, reasonable attorneys' fees, and court costs (collectively, "collection-related charges"). You understand that you will be subject to interest charges (at the applicable monthly periodic rate), late charges, and collection-related charges under the terms disclosed in this Agreement, until you repay your entire account balance.

**Responsibility:** You agree to repay us according to the terms of this Agreement for all purchases, advances, interest charges, and late charges (if any), arising from the use of the Account by you or any other person you permit to use the Account, even if that person exceeds your permission. You cannot disclaim responsibility by notifying us, although we will close the Account if you so request and you will return all cards to us. 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 Account and/or Card is jointly and severally 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 responsible for all charges on the Account, including yours. The cards remain our property and you must recover and surrender to us all cards upon our request and/or upon termination of this Account.

You must sign the card(s) promptly upon receipt. You may use the Card to buy or lease goods, services, or insurance (Purchases) wherever the Card is honored up to the full amount of your credit limit. You may also obtain cash (Cash Advance) from us or from any one who will accept the Card. Cash includes purchases of money orders, cashier's checks or other similar instruments.

**Unauthorized Use:** You may be liable for the unauthorized use of the Card and/ or the Account. You will not be liable for unauthorized use that occurs after you provide immediate notification by calling 888.829.6434, or when we receive notice in writing at P.O. Box 3038, Evansville, Indiana 47730, of the loss, theft, or possible unauthorized use. In any case, your liability for unauthorized use will not exceed \$50.00. Your liability may be lower in cases of Visa Credit Card fraud in accordance with current Visa, Inc. operating regulations.

**Termination:** We may terminate this Agreement or limit your right to make purchases or obtain cash advances at any time without notice or liability. If we ask, you must return your card(s) to us, cut in half. You agree that you will not try to make a purchase or obtain a cash advance after you have been notified that your privilege to use your Account has been terminated. You may terminate this Agreement at any time. If you do, you must return to us all cards previously issued on the Account. Your request to close the Account must be sent to us in writing and include your signature. In no event shall any termination relieve you of your obligation to repay the entire account balance.

**Transaction Slips:** Your periodic 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 periodic statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify your periodic statement. We may charge a reasonable fee for any photocopies or slips you request.

**Plan Merchant Disputes:** You are not responsible for the refusal of any plan merchant or financial institution to honor the Account and/or Card. You are subject to claims and defenses (other than tort claims) arising out of goods and 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 of more than \$50.00 and was made from a plan merchant in your state or within 100 miles of your current mailing address. Any other dispute you must resolve directly with the plan merchant.

**Foreign Currency Transactions:** Visa will convert purchases, cash advances, and credits effected a transaction at a merchant that settles in a currency other than U.S. dollars into a U.S. dollar amount. A fee of 1% will be assessed on multi-currency international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. The Credit Union has no control over the conversion rate. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, you are responsible for the difference.

**International Service Assessment Fee:** A fee of 0.8% will be assessed on single currency international transactions. Visa, Inc. rules provide for either a 0.8% currency exchange fee for single currency international transactions (transactions made internationally without a currency conversion) or 1% currency exchange fee for multi-currency international transactions (transactions made internationally that require a currency conversion), which is added to the amount of the purchase, cash advance, or credit and retained by Visa. This fee is charged directly to the Credit Union, is passed on to you, and will be included in the transaction on your statement, along with an additional description line for each fee. Transactions acquired in U.S. territories, and transactions originating on U.S. military bases, at U.S. embassies and at U.S. consulates, are excluded from this fee.

**Returns and Adjustments:** Merchants and others who honor the Account and/ or Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to the 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 \$1.00 or more, refund it on your written request or automatically after six (6) months.

**Surrender of Card(s):** The card(s) remains our property and, if we request, you agree to surrender the card(s) immediately.

**Lost or Stolen Card, Notification and Liability:** You will notify us at once if you believe that the card, account number, PIN, or any combination of the three has been lost or stolen by immediately calling us at 877.881.6023. Telephoning is the best way of keeping your possible losses down. You understand that your total liability to us shall not exceed \$50.00 for any Account and/or Card transactions resulting from the loss, theft, or other unauthorized use of the Account and/or Card that occurs prior to the time you give notice to us. Such liability does not apply when the Account and/or Card is used to make an electronic transfer.

You agree that in the event of a lost, stolen, not received, or counterfeited card or fraudulent activity on your Account or account number, you and all parties given access to the Account shall complete the required affidavit of forgery and obtain notarization as required by the Credit Union's bonding company. You also agree to assist us in determining the facts, circumstances, and other pertinent information related to any loss, theft or possible unauthorized use of your Card, account number or PIN and to comply with such procedures as we may require in connection with our investigation.

**Payments Marked "Paid in Full":** Payments marked "Paid in Full" or other language used to indicate full satisfaction of indebtedness may be accepted by us without us being bound by such language or waiving any rights under this Agreement. We shall accept full satisfaction of indebtedness only in a written agreement, signed by an authorized representative of the Credit Union.

**Delay in Enforcement:** We can delay enforcing any of our rights under this Agreement without losing them.

**Governing Law:** You understand and agree that this Agreement is made in California and shall be governed by the laws of the State of California to the extent that California law is not inconsistent with controlling federal law. You also understand and agree that California's choice of law rules shall not be applied if they would result in the application of non-California law.

**Integrated Documents:** Any separate sheet of paper labeled, "Additional Disclosure – Federal Truth In Lending Act" which is delivered together with this Agreement or Disclosure Statement is an integrated part of the Agreement and Disclosure Statement.

**Membership Requirement:** You understand and agree that you must be and remain a member in good standing with us to be eligible for continuing Account and/or Card privileges including future purchases and advances. You understand and agree that we may suspend the Account and/or Card privileges during any period in which you do not maintain your membership with us.

If your Account is a joint account, or if more than one cardholder is permitted to use the Account, you agree that all notices regarding the Account may be sent solely to the cardholder whose name and address appears on our billing records.

You understand that if your Account is a joint account, neither party can be removed from the Account except in cases of death.

**Change of Name, Address, or Employment Status:** You understand and agree that you must promptly report to us any change in your name, address, or employment status.

**Accuracy of Information:** The information provided in your request for credit (Application) is accurate and you will notify us in writing immediately if there is a change in your financial condition. We may retain the Application. You understand that it is a violation of Section 1014, Title 18, US Code to make false statements or over value security for the purpose of influencing the action of any federally insured credit union. We may gather credit and/or employment information we deem necessary and appropriate from time to time and we may give information concerning our credit experience with you to others.

**Copy Received:** You acknowledge receipt of a copy of this Agreement and agree to accept its terms.

**Lien on Shares:** If you have voluntarily agreed to a lien on shares in your credit card application, you understand and agree that if you are in default on the Account, we may impress and enforce a lien on all shares (except IRA accounts) then on deposit needed by us to repay the unpaid balance of the Account in accordance with the Federal Credit Union Act § 1757(11) and our bylaws.

**Pledge of Shares:** If you have signed a separate Share Pledge Agreement, you understand and agree that you are pledging, under the uniform commercial code, shares now on deposit in your regular share account(s). You understand that you must, at all times, keep a sum equal to your credit limit on deposit in your regular share account(s) until you repay your entire account balance and the account is terminated. You understand and agree that this security interest will cover future purchases and advances under this Agreement. If you default, we may apply these shares to repay your Account Balance in accordance with federal or other law. You understand that the APR, quoted herein, does not take into account the amount pledged in your regular share account(s).

**Credit Reports:** Your performance under this Agreement will be reported to a credit reporting agency(s). As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**Billing:** We will send you a periodic statement for each monthly cycle in which transaction activity has occurred on your Account, and at least quarterly if no activity has occurred. Your periodic statement is your bill. We shall bill you for all amounts you charge or borrow plus any interest charges, other charges, or fees as provided for in this Agreement. You are responsible for notifying us if you do not receive your periodic statement before your next payment is due.

**Payments:** Payments should be sent to Kinecta Federal Credit Union, Card Services Department, P.O. Box 60083, City of Industry, California 91716.

Payments may be reversed or returned to you un-cashed for reasons such as: postdated checks, incomplete checks, or the numeric amount differs from the written amount. Return of payments is at our discretion and is not limited to the preceding examples.

**ARC (Accounts Receivable Entries) Notification:** By sending a check, please be aware that you are authorizing Kinecta to use information on that check to make a one-time electronic debit in the amount of the check from your account at that financial institution indicated on it. If you prefer not to have your checks used in this way contact the Credit Union at 877.881.6023 to opt out. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**Credit Life and/or Disability Insurance:** If credit insurance is offered on the Account and you request it, the premium will be calculated monthly by multiplying the premium rate by the outstanding balance on the Account. We will add the premium amount to the account balance on the billing cycle closing date. The purchase of this insurance is entirely voluntary and is not required for credit approval. You acknowledge receiving a copy of the credit insurance documents, which contain current rates and other information. You understand and agree that if you have requested this insurance coverage, you will be obligated to pay the premium(s) indicated on the election form, which have been included as part of your payment. If you decide to cancel such insurance, you must do so in writing and you agree to pay all premiums up to the date we act on your request to cancel. You further understand that your payment will not decrease if you cancel your credit insurance, but will be applied to your remaining principal.

**Emergency Card Replacement and Emergency Cash Disbursement:** We may provide your personal data to Visa Inc., its members, or their respective contractors for the purpose of providing you with emergency card replacement and emergency cash disbursement and you agree and consent to the release of this information.

**Telephone Monitoring:** We may monitor and record telephone calls between you and us to monitor and improve the quality of service you receive.

**Disclaimer of Liability:** We offer the Card, the Account, and related services in our own interests and disclaim any duty or responsibility other than those expressly set forth in this Agreement.

**Assignment:** We may assign your Account and any of our rights under this Agreement without your consent or notice to you.

**Notices:** All notices required to be given by us in connection with your Account shall be deemed to have been delivered on the day when they are deposited in the United States mail, properly addressed, and with postage prepaid.

**Agreement Assent:** You have entered into this agreement with Kinecta whether electronically, by recorded voice authorization, or physical copy, intending to be bound by your acceptance of the Agreement. You agreed that each time you access or use the card; you will be bound by the current version of these terms and conditions. As the Agreement may be modified periodically, Kinecta will mail advance notification to alert all members, including online members, to review the enclosed amendments or to check the website regularly for updates to this Agreement. You should retain or print this Agreement and all subsequent notifications for future reference. This credit card agreement is also available on the Consumer Financial Protection Bureau website at: <http://www.consumerfinance.gov/credit-cards/agreements> so that you may obtain information about shopping for and using credit cards.

You may withdraw your acceptance of this Agreement at any time by notifying Kinecta's Card Services Department by calling us at 877.881.6023 or writing us at Kinecta Federal Credit Union Card Services Department, P.O. Box 217, Manhattan Beach, California 90267. **You must discontinue using the Card(s).** Your use of the Card(s) following any amendment of this Agreement will signify and constitute your assent to and acceptance of such revised Agreement.

Upon notification of your withdrawal of acceptance, Kinecta will cancel your credit card.

You will be permitted to pay off the remaining balance pursuant to the previous Agreement.

**Cancellation:** You may cancel your card at any time in writing including your signature, enclosing all cards on your account cut in two. Mail your letter along with the destroyed card to: Card Services Department P.O. Box 217 Manhattan Beach, California 90267. Cancellation of the card will end all charging privileges. Cancellation of your credit card will not affect your obligation to pay any amounts that may be due under this Agreement.

**Notice:** See the statement below for important information regarding your right to dispute billing errors.

**YOUR BILLING RIGHTS:** Keep this Notice for future use.

This notice contains important information 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 a mistake on your periodic statement, you must write to us at:

Kinecta Federal Credit Union  
P.O. Box 3038, Evansville, Indiana 47730

You may also contact us via secure email by visiting our Web site, [www.kinecta.org](http://www.kinecta.org)

In your letter, you must give us the following information:

- *Account Information:* Your name and Account Number
- *Dollar Amount:* The dollar amount of the suspected error
- *Description of the problem:* Describe the error and explain if you can, why you believe there is a mistake

You must contact us:

- Within sixty (60) days after the error appeared on your statement. You can telephone us, but doing so will not preserve your rights.
- At least three (3) business days before an automatic payment is scheduled, if you want to stop payment on the amount you think is wrong. You must notify us of any potential errors *in writing* [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

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

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

1. Within thirty (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 ninety (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 questions 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 the 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 you 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 have 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 the rules above, you do not have to pay the first \$50.00 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 and services that you have purchased with your credit card, and 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, if not within your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed you, or if we own the company that sold you the goods and services.)
2. You must have used the 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 have fully paid for the purchase.

If all the criteria above are met and you are still dissatisfied with the purchase, you must contact us in writing or electronically at:

Kinecta Federal Credit Union  
P.O. Box 3038, Evansville, Indiana 47730

You may also contact us via secure email by visiting our website, [www.kinecta.org](http://www.kinecta.org)

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

**Reward Programs:** Kinecta offers Dream Points® Rewards.

The terms and conditions of the Dream Points® Rewards Program will be provided to you in a separate disclosure.

We reserve the right to change the terms and conditions of any Rewards program and to cancel or temporarily suspend such a program at any time without notice. The Reward program or any other promotional offer is void where prohibited.

#### **Kinecta Federal Credit Union**

##### **PAYMENT ADDRESS**

Kinecta Federal Credit Union  
Card Services Department  
P.O. Box 60083  
City of Industry, California 91716

##### **MAILING ADDRESS**

Kinecta Federal Credit Union  
Card Services Department  
P.O. Box 217  
Manhattan Beach, California 90267

##### **PHONE NUMBERS**

**877.881.6023**  
**800.854.9846**

##### **WEBSITE**

[www.kinecta.org](http://www.kinecta.org)