



INTEREST RATES AND INTEREST CHARGES	
ANNUAL PERCENTAGE RATE for Purchases	{ } VISA Secured 6.50% { } VISA Classic 8.90% - 18.00% **
ANNUAL PERCENTAGE RATE for Balance Transfers	{ } VISA Secured 2.90% Promotional APR for 12 months. After that, your APR will be 6.50% { } VISA Classic 2.90% Promotional APR for 12 months. After that, your APR will be 8.90% — 18.00% **
ANNUAL PERCENTAGE RATE for Cash Advances	{ } VISA Secured 6.50% { } VISA Classic 8.90% - 18.00% **
How To Avoid Paying Interest on Payments	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.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$.50.
For Credit Card Tips From the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov./learnmore
FEES	
Set-up And Maintenance Fees Annual Fee	NONE
Transaction Fees Balance Transfer Fee Foreign Transaction Fees	NONE 1% of transaction amount/foreign
Penalty Fees	Up to \$25.00
Late Payment Returned Payment	Up to \$30.00
How We Will Calculate Your Balance: We use a method called "Average Daily Balance (including new purchases)". See your agreement for more details. Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your agreement. **ANNUAL PERCENTAGE RATE is based on your credit history.	

In this Agreement the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; "Card" means the VISA Credit Card and any duplicates, renewals, or substitutions FedEx Employees Credit Association issues to you; "Account" means your VISA Credit Card line of credit account with FedEx Employees Credit Association, and whose name appears on this Agreement or anyone to whom FedEx Employees Credit Association transfers this Agreement.

1. <u>Using Your Account.</u> If you are approved for an Account, FedEx Employees Credit Association will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") that you will have outstanding on your Account at any time. Each payment you make to your Account will restore your credit limit by the amount of the payment, unless you are over your credit limit. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to FedEx Employees Credit Association.

FedEx Employees Credit Association has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.

- 2. Using the VISA Card. You may use your Card to make purchases from merchants and others who accept VISA Cards. However, you may not use your Card to initiate any type of electronic gambling transaction through the internet. In addition, you may obtain cash advances from FedEx Employees Credit Association and from other financial institutions that accept VISA Cards, and from some automated teller machines Cirrus (ATMs), (Not all Cirrus ATMs accept VISA Cards.) To obtain cash advances from an Cirrus ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your Card. You may use your Visa Card to conduct any transaction or obtain any FedEx Employees Credit Association service permitted by law. You agree that the use of the Visa Card to obtain a service or effect a transaction that is illegal under the law of any jurisdiction where originated, effected or accomplished will be a default and breach of this Agreement. We may terminate the access to the service or withdraw the right to use the Visa Card and/or demand the return of all Visa Cards or other access devices issued to you. If illegal use of your Visa Card occurs, you waive the right to sue us and agree to indemnify and hold us harmless from any suits or other legal action or liability which may be asserted, directly or indirectly, against us arising out of or resulting from the illegal use of the Visa Card.
- 3. Responsibility. You agree to pay all charges (purchases and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you made with FedEx Employees Credit Association. If this is a joint Account, Section 17 of this Agreement also applies to your Account.
- 4. <u>Finance Charges.</u> New purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero or credit balance at the beginning of that billing cycle or you paid the entire New Balance on the previous cycle's billing statement by the Payment Due Date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to your account. To avoid an additional finance charge on the balance of purchases, you must pay the entire New Balance on the billing statement by the Payment Due Date of that statement. A finance charge begins to accrue on cash advances from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later.

The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the monthly periodic rate to the average daily balance of purchases. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases and subtract any payments and/or credits. This gives us the daily balance of purchases. Then we add all the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases.

For cash advances, the finance charge is computed by applying the monthly periodic rate to the average daily balance of cash advances. To get the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. Then we add all the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances.

The ANNUAL PERCENTAGE RATE for your Card is based on certain creditworthiness criteria. For our VISA Classic Card, the monthly periodic rate for purchases and cash advances is 0.7417% - 1.50%, which is an ANNUAL PERCENTAGE RATE of 8.90% - 18.00%. Balance Transfers promotional monthly periodic rate is 0.02417%, which is and ANNUAL PERCENTAGE RATE of 2.90% for 12 months. After the promotional period, the monthly periodic rate is 0.7417% - 1.50% which is an ANNUAL PERCENTAGE RATE of 8.90% - 18.00%.

For our VISA Secured Card, the monthly periodic rate for purchases and cash advances is 0.5417%, which is an **ANNUAL PERCENTAGE RATE** of 6.50%. Balance Transfers promotional monthly periodic rate is 0.02417%, which is and **ANNUAL PERCENTAGE RATE** of 2.90% for 12 months. After the promotional period, the monthly periodic rate is 0.5417% which is an **ANNUAL PERCENTAGE RATE** of 6.50%.

- 5. Other Charges. The following other charges (fees) will be added to your Account, as applicable:
- a) Late Payment Fee: If you are 10 days or more days late in making a payment, a late charge up to \$25.00 will be added to your account.

- b) Return Payment Fee: If a check or share draft used to make a payment on your account is returned unpaid, you will be charged a fee, up to \$30.00 for each item returned.
- c) Card Replacement Fee: You will be charged \$15.00 for each replacement card that you request.
- d) **Document Copy Fee:** You will be charged \$2.00 per statement plus \$15.00 per hour for each statement that you request (except when the request is made in connection with a billing error made by FedEx Employees Credit Association).
- e) Collection Costs: To the extent permitted by law, you agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and attorney's fees.
- f) **Rush Delivery Fee:** For normal production, rush delivery is \$17.00. additional fees may apply to weekend delivery if available.
- 6. <u>Payments.</u> Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 25 days from the statement closing date, whichever is later. If your statement says the payment is "Now Due," your payment is due no later than 25 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 3% of your Total New Balance, or \$25.00 whichever is greater, <u>plus</u> the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. FedEx Employees Credit Association also has the right to demand immediate payment of any amount by which you are over your credit limit.
- 7. <u>Payment Allocation.</u> Payments when paid during a billing cycle will be applied to amounts outstanding at the time payment is received in the following order: Unpaid interest, other charges, previous cash advances, balance transfers and current purchases. Payment amounts in excess of your minimum payment will be applied first to balances with the highest Annual Percentage Rate until that balance is paid off and then to balances with the next highest Annual Percentage Rate until those balances are paid off.
- 8. <u>Security Interest.</u> To secure your credit card account, you grant us a purchase money security interest in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which have not been paid for. As a condition for the approval of your credit card account you grant us a specific pledge of your FedEx Employees Credit Association shares (deposits) and checking account(s), excepting those accounts that would have an adverse tax consequence if pledged as collateral. Collateral securing other loans you have with FedEx Employees Credit Association may also secure this loan, except that your home will never be considered as security for this Account notwithstanding anything to the contrary in any other agreement.

PLEDGE OF SHARE AND SHARE DRAFT (CHECKING) ACCOUNT(S)—NOTE: YOU PLEDGE TO US AND GRANT A SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE, TO SECURE YOUR CREDIT CARD ACCOUNT. YOU AUTHORIZE US TO APPLY THE BALANCE IN THESE ACCOUNT(S) TO PAY ANY AMOUNTS DUE UNDER THIS AGREEMENT IF YOU SHOULD DEFAULT.

9. <u>Default.</u> You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that FedEx Employees Credit Association believes may substantially reduce your ability to repay what you owe.

When you are in default, FedEx Employees Credit Association has the right to demand immediate payment of your full Account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charge, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your Account may be applied towards what you owe.

- 10. <u>Unauthorized Use—Lost/Stolen Card Notification.</u> You have no liability for the unauthorized use of your card. If you believe your card has been lost or stolen, notify FedEx Employees Credit Association orally or by calling (800) 991-4964 twenty four hours a day or in writing at 2731 Nonconnah Blvd., Memphis, TN 38132.
- 11. Changing or Terminating Your Account. Upon notice to you as required by law, the terms and conditions in this Agreement may be amended by FedEx Employees Credit Association at any time. The amendment shall govern any transactions occurring prior to the effective date of the amendment, as to which there is an unpaid balance owing on the effective date of the amendment and the amendment shall also govern any transaction occurring after such effective date. Upon notice of amendment, you will have the right to surrender your Card, whereupon you may continue to pay off your account in the same manner and under the same terms and conditions as then in effect. Your failure to surrender the Card prior to the effective date of the amendment shall constitute consent to the amendment.
- 12. <u>Credit Information.</u> You authorize FedEx Employees Credit Association to investigate your credit standing when opening or reviewing your Account. You authorize FedEx Employees Credit Association to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.
- 13. <u>Returns and Adjustments.</u> Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending FedEx Employees Credit Association a credit slip which will be posted to your Account. If your credits and payments exceed what you owe FedEx Employees Credit Association, the amount will be applied against future purchases

and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six months.

- 14. Additional Benefits/Card Enhancements. FedEx Employees Credit Association may from time to time offer additional services to your Account, such as travel accident insurance, at no additional cost to you. You understand that FedEx Employees Credit Association is not obligated to offer such services and may withdraw or change them at any time.
- 15. <u>Foreign Transactions.</u> Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to U.S. dollars will be determined in accordance with the operating regulations established by VISA International. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is either a government-mandated rate or the wholesale market rate in effect one day prior to the transaction processing date, increased by one-percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
- 16. Merchant Disputes. FedEx Employees Credit Association is not responsible for the refusal of any merchant or financial institution to honor your Card. FedEx Employees Credit Association is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement FedEx Employees Credit Association sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.
- 17. <u>Joint Accounts.</u> If this is a joint Account, each person on the Account must sign the Application for Credit Card. Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that FedEx Employees Credit Association can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.
- 18. <u>Effect of Agreement.</u> This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.
- 19. No Waiver. FedEx Employees Credit Association can delay enforcing any of its rights any number of times without losing them.
- 20. <u>Statements and Notices</u>. Statements and notices will be mailed to you at the most recent address you have given FedEx Employees Credit Association. Notice sent to any one of you will be considered notice to all.
- 21. <u>Final Expression.</u> This Agreement is the final expression of the terms and conditions of this VISA line of credit between you and FedEx Employees Credit Association. This written Agreement may not be contradicted by evidence of any alleged oral agreement.
- 22. **Copy Received.** You acknowledge that you have received a copy of this Agreement.
- 23. <u>Savings Clause.</u> If any of the provisions of this Agreement shall be invalid or unenforceable, then this Agreement shall be construed as if it did not contain the provisions and FedEx Employees Credit Association's right and your obligations shall be construed and enforced accordingly.

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.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- · Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your share account or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question or report as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

TO REPORT LOST OR STOLEN CARDS, CALL (800) 991-4964 SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or service.