



**Security For Advances and Purchases: The Credit Union will acquire a security interest in the property purchased with your Credit Card; and collateral securing other loans with us may also secure this Account. Also, you are giving us a security interest in your shares and other deposits in the Credit Union.** This information was accurate as of the printing January 1, 2019, and after that date is subject to change. For changes since printing, call Founders Federal Credit Union at 1-800-845-1614 or write us at: Founders Federal Credit Union, 737 Plantation Road, Lancaster, South Carolina 29720.

## AGREEMENT AND DISCLOSURE

This is your Agreement and Disclosure Statement with Founders 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.

## MILITARY LENDING ACT NOTICE

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this information and a description of your payment obligation verbally, please call 1-800-845-1614 during our normal business hours.

### 1. Definitions

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," and "our" mean Founders Federal Credit Union. "Applicable Law" shall include: (i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; and (ii) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, and any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time.

### 2. 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 on deposit as defined by your membership agreement 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., Keough, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.**

**SECURITY AGREEMENT:** 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. Further, you hereby grant Credit Union security interest in all property purchased through this credit plan, including a purchase-money security interest in any household goods purchased 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.

Military Lending Act Partial Exception: If you or your dependents are expressly covered and entitled to the protections provided by the Military Lending Act then any provisions of the Agreement (below) that address the items expressly excepted in any section to the contrary also do not apply to such Loans.

### 3. How to Use this 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 slip for the amount of the Purchase. You may also use the Card to obtain cash loans ("Cash Advances") up to the lesser of your established credit limit or \$5,000.00 from financial institutions that accept a Visa Credit Card. Funds advanced from your credit card for Balance Transfers and at ATMs are considered Cash Advances and will decrease your Available Cash amount. See your monthly billing statement for your Available Cash amount. At our discretion, we may change your limits for cash advances. We will notify you if we do through your monthly billing statement. You agree not to present your Card or obtain a Cash Advance 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 will require an 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 usage of your Card in certain countries or geographic areas. We will not have any liability to you or others if any of these events occur.

You authorize us to honor any Purchase or Cash Advance you make by telephone or mail on this Account. You agree that a signature is not necessary as identification in such cases. 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.

### 4. ATM Access

If you have received a personal identification number (PIN), you may use your Card and PIN to obtain Cash Advances at any Automatic Teller Machine ("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. Except as otherwise provided in this agreement, advances through ATM access will be treated as Cash Advances under this Agreement. Advances at authorized ATM's are limited to a total of \$500 during any 24-hour period. The total of all cash advances on your Account and any withdrawals from your other Accounts through an ATM in any 24-hour period may be combined for the purpose of this limitation. We are not responsible if any ATM does not have enough cash for your transaction or is not in proper working order.

Although we do not charge a fee for this service, others may. **Owners of ATMs that we do not own may charge fees in addition to any fees disclosed in this Agreement. This is not a fee charged by your Credit Union; however, any such fee 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.**

### 5. Maximum Credit Limit

Your Maximum Credit Limit and your Cash Credit Limit (Cash Advance Limit) will appear on your monthly statement. At our discretion, we may change your Credit Limits 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 Credit Union in writing. Upon receipt of such notice, your Credit Limit will be reduced to its prior limit; however, you will be responsible for paying 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 any increase to 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.

Credit Balances in excess of \$1 will be refunded upon your written request or automatically after six months by depositing the Credit Balance to your Share Account or by mailing a check to the address to which statements are provided payable to the order of any cardholder. You agree that the Maximum Credit Limit will at no time exceed the agreed upon amount, and that any Credit Balance will not be available or increase the Maximum Credit Limit available for new Purchases or Cash Advances during any billing cycle.

### 6. 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 user's 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. If you pay more than the Minimum Payment Due, we will allocate the excess amount to your Account Balance with the highest annual percentage rate. 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. The Credit Union will determine the method of applying payments and credits to your Account.

If you have a promotional rate balance on your Account, Founders will allocate payments/credits to your Account as follows: Minimum Payments due on your Account will be applied first to pay balances incurred during the lowest APR promotional period still in effect on your Account. Payments in excess of the Minimum Payment Due will be applied first to pay balances incurred during the highest APR period still in effect on your Account. Applicable terms and conditions, which are disclosed at the time any such promotion is offered, shall supersede the terms outlined under "payments" in the Credit Card Agreement and Disclosure Statement.

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

You authorize us to honor any Purchase or Cash Advance you make by telephone or mail on this Account. You agree that a signature is not necessary as identification in such cases. 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.

To protect you and us, the Credit Union, in its sole discretion, may place a temporary freeze on the credit available to you under this agreement any time the Credit Union receives a large payment (\$1,000 or more), by a method other than cash. In such cases, the Credit Union may freeze your Credit Line until payment is actually collected by us.

### 7. 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% of your new balance (rounded to the nearest whole dollar) or \$25, whichever is greater. If the new balance shown on your periodic statement is \$25 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 similar charges and next to pay cash advances and purchases. You must pay at least the minimum payment each month, but you may pay more than that amount at any time without a penalty. The sooner you pay your new balance, the less you will have to pay in finance charges. You may pay your entire Account balance at any time without penalty.

**Grace Period For Repayment Of The Balance For Purchases:** Grace period for repayment of the balance for purchases is approximately 30 days from the close of the billing cycle. There is no grace period for cash advances or balance consolidations. See your statement for billing cycle date.

### 8. Returns and Adjustments

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 slip which will be posted to your Account. If your Credits and Payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the Credit Balance amount is \$1 or more, it will be refunded upon your written request or automatically after six months.

### 9. Charges Made in Foreign Currencies

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% may 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 which 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 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.

#### 10. Variable Rate Information

Your APR for purchase, cash advances and balance transfer transactions may vary. Your Credit Card has a variable rate feature meaning the Annual Percentage Rate (corresponding to the periodic rate) and the term of your Visa Credit Card may change due to interest rate fluctuations. The rate is determined by adding a margin between 4.60% and 12.65% to the prevailing U.S. Prime Rate. The Prime Rate, used to determine your APR, is the rate published in the "Money Rates" section of the Wall Street Journal on the 25th day of the prior month. The APR will change, if needed, based on this rate calculation method at your billing cycle date. We reserve the right NOT to increase the variable rate if Prime increases.

#### 11. Finance Charges on Account Balance

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. 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 of your Account, indicated in the following schedule, to the average daily balance of Purchases and Cash Advances. The monthly periodic rate and ANNUAL PERCENTAGE RATE (APR) to be used is determined by the Account applied for or approved by us pursuant to the terms of your application.

APR	9.85%	10.85%	13.85%	15.85%	17.90%
MPR	.821%	.904%	1.15%	1.32%	1.49%

The APR and MPR are variable and are based on individual creditworthiness and our underwriting standards. Your actual rate will be set forth in your monthly statements.

You may consult with one of our loan officers regarding the category assigned after evaluation of a completed application for our Credit Card. Your APR will be set forth in each monthly 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, any annual fee, if applicable, 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 their 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.

The Credit Union, in its sole discretion, may change the Monthly Periodic Rate and ANNUAL PERCENTAGE RATE from time to time. Any change in the Finance Charge shall apply both to the outstanding balance and any new Purchase and Cash Advances. If the current effective rates are different, they are disclosed on an enclosed/attached insert.

#### 12. Promotional 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.

#### 13. Interest Rate Adjustment (Default Rate)

Founders Federal Credit Union will adjust the interest rate on your Account whenever your Account is three Minimum Payments past due. We will change the interest rate to a variable rate of 17.9% ANNUAL PERCENTAGE RATE, which is a monthly periodic rate of 1.49% on the first day of the billing cycle following the cycle that was three Minimum Payments Past Due. After six consecutive billing cycles of your Account being paid pursuant to the terms of your agreements with the Credit Union, we will change the interest rate to the rate that is then applicable to your Account, which will become effective on the first day of the billing cycle following the sixth consecutive billing cycle.

#### 14. Monthly Statement

We will send you a monthly billing statement whenever there is activity on your Account. Your monthly statement will show an itemized list of current charges (Purchases and Cash Advances) to your Account, your new balance, any Finance Charges, the Minimum Payment Due, and the Payment Due Date. In addition, it will show your current Credit Limit, Payments, and Credits, a summary showing your Purchases and Cash Advances, the merchant, electronic terminal or financial institution at which transactions were made, as well as other information concerning your Account. Sales, Cash Advance, credit or other slips cannot be returned with any statement. You will retain a copy of such slip furnished at the time of the transaction in order to verify your monthly statement.

eStatements: If provided electronically, you will be sent a notice via email 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. Emails from us will be sent to the email address provided by any owner.

#### 15. Merchant Disputes/ATM

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.

#### 16. 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. We have no obligation to accept your application for any skip payment period offered, and you authorize us to investigate your creditworthiness including obtaining consumer credit reports. We may charge you an application processing fee of up to \$35 for each skip payment period that we may offer to cover our costs of investigating your qualifications for this extension including but not limited to the costs associated with researching your creditworthiness.

#### 17. Late Payment Fee

Credit Union will charge your Account a late payment fee of up to \$32 for each billing period in which your minimum payment is not received by the statement closing date. This fee will be added to your Account Balance.

#### 18. Returned Payment or Insufficient Funds Fee

Credit Union will charge your Account up to a \$32 fee if your payment by any method, including check, electronic transfer, home banking transaction or otherwise, is not honored, collected by us, 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.

#### 19. Charge for Copies and Research

If you ask for a copy of any document, such as a sales slip or billing statement, a charge of \$20 per hour may be imposed for the time it takes to research and locate the document. In addition, a copying fee of \$2 per copy will be imposed. However, no charge will be imposed in connection with any actual or asserted billing error.

#### 20. Your Responsibility and Liability for Unauthorized Use and Lost or Stolen Cards

If your Card is lost or stolen, or if you believe someone used it without your permission, you must notify the Credit Union at once by calling 1-800-845-1614, or providing written notice to: Founders Federal Credit Union, 737 Plantation Road, Lancaster, South Carolina 29720. 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 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 or other Access Devices for non-ATM transactions made over the "Visa Network" if the following conditions are met: (1) You have not been negligent; and (2) You have not committed, participated in or conspired to commit any fraudulent act or scheme involving the use of your Credit Card Account. Limited Liability: For transactions on other networks or ATM transactions, you may be liable for unauthorized transactions using your Card 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. 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 or other Access Devices.

#### 21. 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. 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 and law. 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.

#### 22. 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.

#### 23. Updating and Disclosing Financial Information

We may report your performance under this Agreement to credit reporting agencies and secure follow-up credit 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 Credit Card 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.

#### 24. Correcting the Credit Union's Credit Report

If you think the Credit Union reported erroneous information about you to a credit reporting agency, call the Credit Union at the telephone number listed on your monthly billing statement. Credit Union will promptly investigate the matter. Credit Union will contact each credit reporting agency whose records may reflect an error. Credit Union will 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 credit record with them. The instructions will include the name, address, and phone number of each such agency, along with other pertinent information.

#### 25. Closing Your Account

Any individual cardholder without the consent of other cardholders, may close your Account at any time by notifying the Credit Union in writing. Credit Union may close your Account or suspend your Card privileges 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 to the Credit Union upon request. You agree that the Card remains 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 or any part of the services provided pursuant to this Agreement 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.

#### 26. 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. 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.

#### 27. 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. You understand that the Credit Union will not be liable for a merchant's or other parties' refusal to honor your Card whether due to an error by the Credit Union, the merchant, the Credit Union's authorized agent, or other third party.

#### 28. Change of Name, Address or Employment

You will notify immediately the Credit Union in writing if your name, home address, or employment changes.

#### 29. Additional Terms of Credit Card 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 obligors 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 obligor's 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. Your liability will be joint and several. Either party has the right to cancel this Agreement. 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 provision of this Agreement unenforceable, the other provisions will remain 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. 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.

#### 30. Convenient Payment Option

If you requested the Convenient Payment Option in your Application, all Minimum Payments Due will automatically be deducted from your designated Checking or Savings 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 up to a \$32 insufficient funds fee and you will be responsible for making the payment by some other means.

#### 31. Insurance

If you elect insurance, as set forth in your application, then the charges will be added to your Account balance on each billing cycle, if your designated insurance application is approved. Credit insurance is voluntary and not required to obtain a Credit Card Account with us. You have a right to terminate this insurance at anytime by notifying us in writing.

#### 32. Compliance with Applicable Laws and Prohibition of Illegal Transactions

You warrant and agree that you will at all times comply with all Applicable Laws; and that your card and services are at all times subject to Applicable Laws. Further, 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.

#### 33. "Electronic Signature" Disclosure, Communications, Statements, Agreements and Notices

You specifically agree that the Credit Union may provide all disclosure, statements, agreements, notices, amendments, revisions and other documents electronically. For instance, if you apply for any service on our Website, all agreements and disclosures will be made available to you electronically. You will be able to download and/or print these disclosures, statements, agreements and notices through an appropriate electronic terminal and/or printer. You should review all such disclosures, statements, agreements and notices, and keep them in a safe and convenient place. You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.

**You agree that we have no obligation, liability or responsibility to respond, act upon, or follow any instruction to us that is received electronically, by email or otherwise, unless we are able to authenticate the communication to our satisfaction.** You further agree that the Credit Union has no obligation or liability for acting upon any such instruction that it in good faith believes to be authentic. You further acknowledge and agree that the Internet is inherently insecure; and agree that we have no liability or responsibility for any loss, claim or damages that arises or in any way relates to our response(s) to any email or other electronic communication which we believe you have submitted to us.

#### 34. Recording Conversations

You understand and agree that for our mutual protection we may monitor and record any of our telephone conversations.

#### 35. Visa Account Updater (VAU)

VAU is an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. This service is provided as a free benefit to you. If at any time you wish to opt-out of the VAU service or if you have any questions, please call 1-800-845-1614 to do so.

#### 36. Member Communication

By providing a telephone number(s) to us now or anytime at a later date, you authorize us or our affiliates and designees to contact you regarding suspicious activity at such number using any means, including but not limited to text messages and pre-recorded voice calls, even if charges may be incurred for the calls or text messages by your wireless carrier. Carriers are not responsible for undelivered messages.

## 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 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 Savings or Checking 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 you 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 the 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 us within 25 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 you the name of anyone we reported you to. 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 cannot collect the first \$50 of the questioned amount, even if your bill was correct.

#### SPECIAL RULES FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchase 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;
- (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 services. Further, the Credit Union has no liability for any tort or related claims arising from such purchases.

## State Law Disclosures

Notice to New York and Vermont Residents: We may obtain your credit reports at any time for any legitimate purpose associated with the Account, and application or a request for an Account including but not limited to reviewing, modifying and collecting on your Account. On your request we will inform you if such a report was ordered. If so, you will then be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services by telephone (1-877-226-5697) or by visiting their website at <http://www.dfs.ny.gov/consumer/creditdebt.htm> for a comparative list of credit card rates, fees and grace periods.

Notice to Ohio Residents: Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Notice to Married Wisconsin Residents: No agreement, individual statement, or court order, applying to marital property will adversely affect the creditor's interest unless the creditor, prior to the time credit is extended, is furnished with a copy of the agreement, statement, or order, or has actual knowledge to the adverse provision when the obligation to the creditor has occurred.

Notice to California Residents: Regardless of your marital status, you may apply for credit in your name alone. After credit approval, you may use the Credit Card Account up to its credit limit. You will be liable for payment of all amounts extended under the plan to you, any joint applicant or authorized user. Further, a negative credit report reflecting your credit record may be submitted to a credit reporting agency if you fail to perform the terms of your credit obligations.

