



## VISA® CREDIT CARD AGREEMENT

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 the Credit Union issues to you; “Account” means your VISA credit card line of credit account with the Credit Union, and “Credit Union” means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement.

- 1. Using Your Account.** The Credit Union 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. 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 the Credit Union. The Credit Union 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. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept VISA Cards, and from some automated teller machines (ATMs), such as the VISA ATM Network, that accept VISA Cards. (Not all ATMs accept VISA Cards). To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your Card.
- 3. Promise to Pay.** You promise to pay all charges including purchases, cash advances, balance transfers or any other charges made to your Account by you or anyone you authorize to use your Account. You promise to pay all finance charges and other charges added to your account under the terms of this Agreement or any other agreement or modification of the Agreement you made with the Credit Union regarding your Account. If this is a joint account, the section on Joint Accounts below also applies to your Account.
- 4. Illegal Transactions and Gambling Transactions.** You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law. If you use your Card for an illegal transaction, you are responsible for all amounts or charges connected with the transaction. You may not use your Card to initiate any type of gambling transaction. You promise to use your Account for personal, family, or household purposes. We reserve the right to deny transactions or authorizations from merchants who may be engaging in the internet gambling business or in illegal activity. We are not responsible for anyone who refuses to accept your Card. We may decline any transaction at any time.

- 5. Grace Period.** In order to avoid a finance charge on purchases made since your last statement date, you must pay the Total New Balance shown on your statement within 28 days of the statement closing date. Otherwise, the finance charge on purchases is calculated from the beginning of the next statement period on previously billed but unpaid purchases and on new purchases from the date they are posted to your account. Cash advances are always subject to finance charge from the date they are posted to your account. Balance transfers and advances (including, but not limited to, those through telephone teller, online banking, or automated teller machine) are considered cash advances, and therefore subject to finance charges from the date they are posted to your account.
- 6. Finance Charges.** The finance charge (interest) on purchases and cash advances will be calculated at the periodic rate specified in the Additional Disclosure Federal Truth-In-Lending Act, which you will receive no later than the time of your first advance. Separate finance charges for purchases and cash advances are determined by multiplying the periodic rate by the separate average daily balances for purchases and cash advances. Each average daily balance is determined by taking the beginning balance (of cash advance or purchases) in your account each day, adding any new purchases or cash advances (whichever is applicable), and subtracting any payments or credits. The results are the daily balances. All the daily balances for the statement cycle are added and the total is divided by the number of days in the statement cycle to arrive at the average daily balance for the cycle.
- 7. Periodic Rates.** The periodic rate applicable to purchases, cash advances, and balance transfers are detailed in the Additional Disclosure. Any rate change will be made pursuant to applicable law. If the rate on your Account is variable (see the Additional Disclosure) the rate charged on purchases, cash advances, and balance transfers will vary from time to time as described in the Additional Disclosure. The initial rate on your Account for certain transactions might be an introductory discounted rate, the Introductory Rate that is lower than the rate that would apply for that type of transaction. If an Introductory Rate applies to your Account, the rate and the time period it will be effective is shown in the Additional Disclosure. After the Introductory Rate expires, the periodic rate will automatically increase to the rates that would apply for that type of transaction as defined in this Agreement.
- 8. Fees and Other Charges.** In addition to the periodic rate, additional fees may be imposed on Your Account as applicable. For specific fee amounts, refer to the “Important Credit Card Disclosure” that was included in your original loan documents. You agree to pay any fees that apply:

  - a. **Late Payment Fee:** Applied if the required payment is not made by the end of the calendar month in which the payment is due.
  - b. **Returned Payment Fee:** Applied if a check submitted for payment is returned for any reason.

- c. **Collection Costs:** To the extent permitted by law, you will also be required to pay the Credit Union's collection expenses, including court costs and reasonable attorney's fees.

Additional fees may be charged if agreed between you and the Credit Union. Again, the specific amount of any fee can be found in the Important Credit Card Disclosure.

- 9. **Payments.** 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 28 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 28 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 2% of your Total New Balance, or \$25.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, all outstanding unpaid fees and charges, and any amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.
- 10. **Payment Allocation.** Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses.
- 11. **Security Interest.** If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares, your Account will be secured by your pledged shares. **Collateral securing other loans you have with the Credit Union, either existing or acquired in the future also secure your Account; however, your home will never be security for this Account.**

#### SECURITY AGREEMENT

**You understand and agree that granting a security interest in your share accounts is a condition for receiving credit under your Account.**

**You expressly agree and consent that your Account is secured by all other shares you have in any individual or joint account with the Credit Union. You also understand and agree that state law gives the Credit Union an automatic lien on your shares or share certificates. You may make withdrawals from your other share accounts unless you are in default of this Agreement. You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on your Account if you are in default.**

**Shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security are not subject to this security interest.**

**12. Default.** 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 the Credit Union believes may substantially reduce your ability to repay what you owe.

When you are in default, the Credit Union may demand immediate payment of your full account balance without giving you notice. If we demand immediate payment, you agree to continue paying finance charges at the periodic rate charged before default until what you owe has been paid. We can apply any shares given as security for your Account to what you owe.

**13. Liability for Unauthorized Use-Lost/Stolen Card Notification.** You will not be liable for unauthorized use that occurs after you notify the Credit Union, orally or in writing of the loss, theft, or possible unauthorized use. You can notify the Credit Union by calling 215-612-5900.

**14. Changing or Terminating Your Account.** The Credit Union may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law and specified in the notice to you, the change will apply to your existing Account balance as well as to future transactions. Either you or the Credit Union may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination unless the transactions were unauthorized. You must also cancel all billing arrangements to your Account. You are responsible for any automated or recurring charges to your Account even if they are charged after your Account is closed. The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by you or the Credit Union. The Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union. If this is a joint Account, Section 20 of this agreement also applies to termination of the Account.

**15. Credit Information.** You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing. We may report information about Your Account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected on your credit report.

- 16. 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 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 pooled to savings by the Credit Union.
- 17. Additional Benefits/Card Enhancements.** The Credit Union 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 the Credit Union is not obligated to offer such services and may withdraw or change them at any time.
- 18. Foreign Transactions.** 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 U.S.A. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is either a government-mandated rate or the wholesale rate in effect one day prior to the transaction processing date. 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.
- 19. Merchant Disputes.** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. The Credit Union 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 the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50.00 and was made in your state or within 100 miles of your home.
- 20. Joint Accounts.** If this is a joint Account, each person on the Account must sign the Agreement. Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union 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 to all of you.
- 21. Effect of Agreement.** This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit, or other slips you sign or receive may contain different terms.
- 22. No Waiver.** The Credit Union can delay enforcing any of its rights any number of times without losing them.

**23. Statement and Notices.** Statements and notices will be mailed to you at the most recent address you have given the Credit Union or sent electronically to your Online Banking Account. Notice sent to any one of you will be considered notice to all.

**24. Copy Received.** You acknowledge that you have received a copy of this Agreement.

**25. Governing Law.** This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania.

**26. Active Duty Military Servicemembers and Dependents. Military Lending Act Notice (MLA).** Federal Law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the costs of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36%. This rate must include, as applicable, to the credit transaction or account: the cost 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).

You may contact us at 215-612-5900 for information about the Military Annual Percentage Rate and a description of your payment obligation.

The Arbitration Agreement does not apply if you are covered by the Military Lending Act nor do any requirements to waive your rights to legal recourse under any applicable state or federal law.

Any provisions in this Agreement that are determined to be inconsistent with this Military Lending Act Notice or the MLA are not applicable to your Account. However, all other terms and conditions of this Agreement shall remain in full force and effect.

#### **YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### **What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at:

Freedom Credit Union  
626 Jacksonville Rd., Suite 250  
Warminster, PA 18974

Or you may contact us via secure email by selecting "Support"/ "Help Center" then "Send a secure message" through Online or Mobile Banking.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

**You must contact us:**

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing or electronically. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

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

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

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

1. 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.
2. If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### **Your Rights If You Are Dissatisfied with Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

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

Freedom Credit Union  
626 Jacksonville Rd., Suite 250  
Warminster, PA 18974

Or you may contact us via secure email by selecting "Support"/ "Help Center" then "Send a secure message" through Online or Mobile Banking.

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.

### **State Law Notices**

**California Residents** – A married applicant may apply for a separate Account. Applicants: 1) may, after credit approval, use the credit card account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, You are hereby notified that a negative credit report reflection on Your credit record may be submitted to a credit reporting agency if You fail to fulfill the terms of Your credit obligations.

**Florida Residents** – You (borrower) agree that, should We obtain a judgment against You, a portion of Your disposable earnings may be attached or garnished (paid to Us by Your employer), as provided by Florida and Federal law.



**Maryland Residents** – To the extent, if any, that Maryland law applies to Your Account, We elect to offer Your Card Account pursuant to Title 12, Subtitle 9, to the Maryland Commercial Law Article.

**Missouri Residents – Oral Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect You (borrower(s)) and Us (creditor) from misunderstanding or disappointment, any Agreements We reach covering such matters are contained in this writing, which is the complete and exclusive statement of the Agreement between Us, except as WE may later agree in writing to modify it.**

**New York Residents** – We may obtain a credit report in connection with this Account, including for any review, modification, renewal, or collections associated with this Account. Upon Your request, You will be informed whether such report was requested and, if so, the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Banking Department at 800.324.3736 or <https://www.dfs.ny.gov/> to obtain a comparative listing of credit card rates, fees and grace periods.

**Ohio Residents** – The 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.

**South Dakota Residents** – If you believe there have been any improprieties in making this loan or in the lender’s practices, You may contact the South Dakota Division of Banking at 1601 N. Harrison Ave, Suite 1, Pierre, SD 57501, or by phone 605.773.3421.

**Wisconsin Residents** – If You are married, please contact Us immediately upon receipt of this Agreement at the address or phone number listed on this Agreement and provide Us with the name and address of Your spouse. We are required to inform Your spouse that We have opened an Account for You.

**NOTICE TO UTAH BORROWERS** – This written Agreement is a final expression of the Agreement between You and the Credit Union. This written Agreement may not be contradicted by evidence of any oral Agreement. 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.

**THE FOLLOWING IS REQUIRED BY VERMONT LAW – NOTICE TO CO-SIGNER—YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**