

## VISA PLATINUM CARDHOLDER AGREEMENT AND DISCLOSURE STATEMENT

<b>TINKER FEDERAL CREDIT UNION - VISA PLATINUM</b>	
<b>Interest Rates and Interest Charges</b>	
<b>ANNUAL PERCENTAGE RATE (APR) for Purchases</b>	<b>3.99%</b> introductory rate on purchases for 6 months from date of account opening; thereafter, the APR is set by your credit rating at the time of account opening.*  <b>Rate 1 – 10.75% Rate 2 – 11.75% Rate 3 – 12.75% Rate 4 - 14.75% Rate 5 - 16.75%</b>  The APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>Rate 1 – 10.75% Rate 2 – 11.75% Rate 3 – 12.75% Rate 4- 14.75% Rate 5 - 16.75%</b> Balance transfer APR: The current program APR which will be set by your credit rating at the time of account opening.* The APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>Rate 1 – 10.75% Rate 2 – 11.75% Rate 3 – 12.75% Rate 4 - 14.75% Rate 5 – 16.75%</b> Cash advance APR: The current program APR which will be set by your credit rating at the time of account opening.* The APR will vary with the market based on the Prime Rate.
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
<b>Fees</b>	
<b>Set-Up and Maintenance Fees</b> • Annual Fee	None.
<b>Transaction Fees</b> • Balance Transfer Fee  • Cash Advance Fee  • Foreign Transaction	None.  None.  <b>1%</b> of each transaction in U.S. dollars.
<b>Penalty Fees</b> • Late Payment  • Returned Check Fee	Up to <b>\$22</b> -If your minimum monthly payment is not received by us on the due date on your monthly statement, we may impose a late fee of up to \$22 which will be reflected on the following monthly statement.  Up to <b>\$20</b> - the Credit Union may charge a return check fee for each return by a bank or other depository institution of a dishonored check, negotiable order of withdrawal or share draft issued by cardholder(s) as payment on the credit card account.
<b>Other Fees</b> • Statement Copy  • Ticket Copy  • Card Replacement Fee	<b>\$2</b> - the Credit Union may charge a \$2.00 fee for each duplicate copy of requested monthly billing statement(s). The Credit Union may charge for each duplicate copy of requested sales slip(s). <u>However, if the request for a duplicate copy of a sales slip is in connection with any disputed billing matter, (see “YOUR BILLING RIGHTS”), a fee will not be imposed.</u> <b>\$25</b> - Travel and Entertainment documents <b>\$6</b> - Original sales slip <b>\$5</b> - Photocopy of sales slip <b>\$13</b> - the Credit Union may charge for each credit card that is reissued prior to the current cards expiration date.

**How We Will Calculate Your Balance:** We use a method called “Average Daily Balance (including new purchases).” See the INTEREST CHARGE CALCULATION METHODS section of this cardholder agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights, is included in this cardholder agreement under the YOUR BILLING RIGHTS section.

\*The credit score ranges are as follows: Rate 1 (740 and above) Rate 2 (700-739) Rate 3 (660-699) Rate 4 (625-659) Rate 5 (0 to 624)  
Your account must be open to receive a Year-End Purchase Summary and to use other program benefits.

## DEFINITIONS

Except as the context otherwise requires (a) "Account(s)" means my Visa Platinum credit card account established with Tinker Federal Credit Union and governed by this Agreement; (b) "Issuer" and/or "Credit Union" means Tinker Federal Credit Union of P.O. Box 45750, Tinker Air Force Base, Oklahoma 73145; (c) "I," "Me," "We," "My," "Our," "Mine," "Us," "You," "Your," and Cardholder(s)" mean all persons who have signed the application for Visa Platinum and/or used or permitted others to use the card; (d) the "Card" or "Cards" means the Visa Platinum card(s) enclosed herewith; (e) "Agreement" means this document; (f) "Cash Advance" means all cash advances obtained at any time through the use of the card from any financial institution authorized to honor the cards; (g) "Credit Limit" means the dollar amount Credit Union approved against which I may borrow in accordance with this Agreement; (h) "Application" means the credit application I/We filled out and signed which is incorporated herein and made a part of this Agreement; (i) "Prime Rate" means the rate published daily in **The Wall Street Journal** under the caption "Money Rates" and described as the base rate on corporate loans at large United States money center commercial banks. If the "Prime Rate" so published is a range, the "Prime Rate" will mean the highest of the published range.

## AGREEMENT TO EXTEND CREDIT

Credit Union agrees to extend credit to cardholder and advance amounts, up to cardholder's credit limit, to pay for: (i) all purchases of goods and services of whatever type and nature made at any time through the use of the card at businesses authorized to honor a card, and (ii) all cash advances obtained at any time through the use of the card from any financial institution or ATM authorized to honor a card.

## PROMISE TO PAY AND PERSONS LIABLE

By signing the application, retaining, and/or using the card(s) or allowing an authorized party to use the card(s), I/We promise to pay to Credit Union, or anyone Credit Union designates, all amounts loaned under this Agreement plus the applicable interest charges, attorney's fees, court cases or other amounts that I/We owe Credit Union. If more than one person applies for the card(s), each person will be issued a card and will be a cardholder under this Agreement. The cardholder whose name appears first on the application will be considered the "Primary Cardholder." The cardholder will be responsible for all purchases, cash advances, and all interest charges imposed under this Agreement. If there is more than one cardholder for the account, each cardholder will be liable for all amounts payable on the account regardless of which cardholder is responsible for incurring such amounts. Each cardholder will also be responsible for complying with all of the other terms of this Agreement.

## CREDIT LIMIT

The Credit Union has established an initial credit limit for cardholder's account(s) and reserves the right at any time, at cardholder's request or otherwise, to change the amount of credit available through cardholder's Visa Platinum account(s). Cardholder agrees not to incur charges or to permit others to incur charges that would result in credit in excess of cardholder's authorized amount. The Credit Union does not allow over-the-limit charges as a term of this product.

If the credit limit should be exceeded, for any reason, even inadvertently, cardholder agrees to pay the amount over the limit immediately upon notice from the Credit Union. Examples of inadvertent excess of credit limit include, but are not limited to, returned payments and merchant authorizations.

## INTEREST CHARGE CALCULATION METHODS

The interest charge calculation method applicable to your account for cash advances and credit purchases of goods and services that you obtain through the use of your card is explained below. Calculation Method A is used to determine the interest charge on cash advances. Calculation Method G is used to determine the interest charge on purchases of goods or services.

**Method A** – The interest charge on cash advances begins to accrue on the date you obtain the cash advance or the first day of the billing cycle in which it is posted to your account, whichever is later. The interest charges for a billing cycle are computed by applying the daily periodic rate to the average daily balance multiplied by the number of days in the billing cycle OR the monthly periodic rate to the average daily balance during the billing cycle, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the previous balance (the outstanding balance of your account at the beginning of the billing cycle) any new credit purchases posted to your account and any new cash advances received, and subtracting any payments as received or credits as posted to your account, but excluding any unpaid interest charges.

**Method G** – The interest charge on credit purchases begins to accrue on the date each purchase is posted to your account. To avoid incurring an interest charge on the balance of credit purchases reflected on your monthly statement and on any new credit purchases appearing on your next statement, you must pay the new balance shown on your monthly statement on or before the payment due date. The interest charges for a billing cycle are computed by applying the daily periodic rate to the average daily balance multiplied by the number of days in the billing cycle OR the monthly periodic rate to the average daily balance of credit purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the previous balance of credit purchases, any new credit purchases posted to your account and subtracting any payments as received and credits as posted to your account, but excluding any unpaid interest charges.

## VARIABLE RATE DISCLOSURE

The **Annual Percentage Rate** is initially determined by your credit rating. I understand that the monthly periodic rates and the **Annual Percentage Rates** are variable rates that may change from time to time. The current effective rates are disclosed on the insert the Credit Union has furnished to me based on my credit score at the time of account opening. **My Annual Percentage Rate (APR)** may change (increase or decrease) from time to time based on movements in the Prime Rate, published in **The Wall Street Journal** on the 25<sup>th</sup> calendar day prior to the beginning of the calendar quarter. If this date falls on a weekend or holiday, the published rate on the next business day will be utilized. My new rate will not

become effective until after the end of my current billing cycle in which movement of the Prime Rate dictates a change to the **Annual Percentage Rate** currently in effect.

**Rate 1** – If I receive **Rate 1**, the **APR** will be determined by adding 5.5% to the Prime Rate.

**Rate 2** – If I receive **Rate 2**, the **APR** will be determined by adding 6.5% to the Prime Rate.

**Rate 3** – If I receive **Rate 3**, the **APR** will be determined by adding 7.5% to the Prime Rate.

**Rate 4** – If I receive **Rate 4**, the **APR** will be determined by adding 9.5% to the Prime Rate.

**Rate 5** – If I receive **Rate 5**, the **APR** will be determined by adding 11.5% to the Prime Rate.

The periodic rate will be adjusted after the end of my current billing cycle in each calendar quarter in which movement of the Prime Rate dictates a change. Calendar quarters begin January 1, April 1, July 1, and October 1 of each year. I understand that my monthly periodic rate will be 1/12<sup>th</sup> of the applicable **APR**. If there is an increase in the Prime Rate, my minimum monthly payment may also increase. Likewise, if the Prime Rate decreases, my minimum monthly payment may also decrease. However, **in no event will the Annual Percentage Rate exceed 18.0%** (which corresponds to a monthly rate of 1.5%)

#### **MONTHLY PAYMENTS**

Cardholder(s) agree to pay monthly on or before the payment due date either: (i) the total “New Balance” which includes any of the previous unpaid balances, purchases, cash advances, payments and credits or (ii) at least the “Minimum Payment” required, which is the greater of **\$15.00 or 3%** of the outstanding “New Balance” as shown on the monthly statement. Payment “Due Date” on the statement is twenty-five (25) days from the statement’s “Closing Date.” The amounts paid as part of the Minimum Payment and all amounts paid over the Minimum Payment are applied to balances as permitted by law. We do not charge interest on interest.

All payments shall be considered made when received on any business day (excluding federal holidays), when received at Tinker Federal Credit Union’s billing address, P.O. Box 45750, Tinker AFB, OK 73145, and when accompanied by the return portion of the cardholder statement

#### **CREDIT CARD LOSS OR FRAUDULENT TRANSFERS**

Under the Fair Credit Billing Act, your liability for unauthorized use of your card is capped at \$50. However, if you report the loss of your card before your credit card is used, you are not responsible for any charges you did not authorize. Likewise, if you exercise reasonable care in safeguarding your card from loss or theft and promptly report any loss or theft of your card to TFCU you have **ZERO** liability. TFCU must be notified of loss, theft, or possible unauthorized use of the credit card by notification in person, by calling (405) 732-0324, option 6, or 1-800-456-4828, option 6, or by writing to TFCU at P.O. Box 45750, Tinker AFB, Oklahoma 73145, Attn: Credit Card Department. If your credit card number is stolen, but not the card, you are not liable for any unauthorized use. If you dispute any transaction, while we investigate, you

must timely pay other amounts owing, including finance charges on the disputed amount.

#### **ATTORNEY’S FEES**

Cardholder agrees to pay all reasonable costs of collection including reasonable attorney’s fees not in excess of fifteen percent (15%) of the unpaid debt, court costs, and other lawful charges incurred by the Credit Union in collecting the cardholder’s indebtedness, whether or not suit is brought.

#### **DISCLAIMER OF LIABILITY**

The Credit Union shall not be responsible if a merchant or financial institution shall refuse to honor any card. Refusal to honor shall not affect or impair the obligation of cardholder to pay all sums due on an account in accordance with the terms hereof. Notices hereunder shall be effective only if given in writing to Credit Union at its office and to cardholder at my last known mailing address, as shown on Credit Union’s records.

#### **OWNERSHIP OF CARDS**

Card(s) shall at all times remain the property of the Credit Union; the cardholder agrees to surrender them upon demand. The Credit Union may revoke the credit cards and cancel my line of credit if issuer reasonably believes prospects of repayment are impaired, then the unpaid balance becomes immediately due and payable at once and my line of credit is cancelled. If Credit Union revokes the credit cards and cancels the credit line, this does not affect cardholder’s obligations to repay the credit union. Cardholder may cancel account by written notice and return of the cut cards to the Credit Union’s Credit Card Department

#### **AMENDMENT**

I agree that the terms of this Agreement are applicable to any cardholder. I also agree that Credit Union may change the terms of this Agreement at any time with written notice required by law before the change becomes effective. Any changes to the Agreement may apply to all outstanding indebtedness incurred before, on, or after the effective date of the changes. Cardholder’s failure to terminate the account prior to the effective date of an Amendment shall constitute acceptance of such Amendment. To terminate the account, all credit cards must be returned to Tinker Federal Credit Union Credit Card Department and the cardholder will be required to pay the account in accordance with the terms of the Cardholder Agreement and Disclosure Statement.

#### **CHOICE OF LAW**

I acknowledge and understand that the obligations under this Agreement represented by charges to my account(s) were contracted for and became binding when the sales drafts, card slips or other credit devices were accepted by the Credit Union and caused the holder of the same to be paid, and this occurred in Oklahoma County, and the courts of Oklahoma County shall have venue to try controversies arising out of this agreement. If any portion of the Agreement is determined to be unenforceable, it will not make any other part unenforceable.

## **IRREGULAR PAYMENTS: DELAY IN ENFORCEMENT**

The Credit Union can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of the cardholder's rights under this Agreement. The Credit Union can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that the Credit Union may honor a purchase or cash advance in excess of the credit limit does not obligate the Credit Union to do so thereafter.

## **EVENTS OF DEFAULT**

I will be in default under this Plan and Agreement if any of the following events shall occur:

- (a) If I fail to comply with the minimum payment or any other terms or conditions of this Agreement I may have with you;
- (b) If I should die or become insolvent;
- (c) If a petition should be filed or other proceeding should be started under the Federal Bankruptcy Code or any State insolvency Statute by or against me;
- (d) If a receiver should be appointed or a writ or order of attachment, levy or garnishment should be issued against me or any of my property, assets or income;
- (e) If Credit Union should consider itself or any debts due under this Agreement unsafe or not completely secure of if Credit Union should believe, in good faith, that the chances of my paying or performing all of my obligations under this Agreement have been impaired; or
- (f) If anything in the application or use of this card is misrepresented or used for any fraudulent purchase.

## **ENTIRE BALANCE DUE**

If any of the above events of default should occur, my entire outstanding balance shall immediately become due and payable, without Credit Union notifying me, with interest due on the balance at the applicable **APR** as provided herein per year until paid, and Credit Union's obligations to honor my use of the card to get credit extensions from anyone or to make further advances to me shall, at Credit Union's option, and without notice, immediately end. If I fail to pay the outstanding balance immediately, on Credit Union's demand, I agree to pay all of Credit Union's collection expenses, including Credit Union's reasonable attorney's fees.

## **FOREIGN EXCHANGE RATE AND INTERNATIONAL SERVICE ASSESSEMENT (ISA) FEE**

On all international purchases, credit vouchers, and cash disbursements (which would include credit purchases and cash advances), i.e. all transactions where a merchant country differs from the country of the card issuer (1) the foreign exchange rate which will be charged will be a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable processing date (which may vary from the rate VISA itself receives) or the government mandated rate in effect for the applicable central processing date and (2) in addition, a one percent (1%) International Service Assessment (ISA) fee will be charged.

## **ILLEGAL TRANSACTIONS**

A credit card may not be used for an illegal transaction. Certain transactions are prohibited from being processed through your account with the Credit Union under the

Unlawful Internet Gambling Enforcement Act of 2006 ("the Act") and related regulations issued by the Board of Governors of the Federal Reserve System and the United States Department of the Treasury ("Regulation GG"). The Credit Union is required by the Act and Regulation GG to inform you of this restriction.

The transactions which are prohibited are the following transactions or transmittals involving any credit, funds, instrument, or proceeds that the Act prohibits any person engaged in the business of betting or wagering (except for the activities of a financial transaction provider, or any interactive computer service or telecommunications service) from knowingly accepting, in connection with the participation of another person in unlawful Internet gambling:

- Credit, or the proceeds of credit, extended to or on behalf of such person (including credit extended through the use of a credit card);
- An electronic fund transfer, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic fund transfer or money transmitting service, from or on behalf of such other person; and
- Any check, draft, or similar instrument that is drawn by or on behalf of such other person and is drawn on or payable at or through any financial institution.

Internet gambling will generally be deemed to be unlawful unless it is expressly authorized by license issued by an appropriate State or Tribal authority.

## **CREDIT INVESTIGATION**

Since Credit Union has the sole right to approve my application and allow me to use the card(s) now and in the future, I authorize Credit Union at any time to make or have made whatever credit investigation Credit Union feels is proper to evaluate my credit, personal or financial standing and /or employment, and I authorize Credit Union to share my credit experience with credit bureaus. I also agree to furnish Credit Union current financial statements in such details as Credit Union may require on an annual basis and more frequently at Credit Union's request.

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For the purpose of the following sections only, "You"/"Your" means all persons who have signed the application for VISA Platinum and used or permitted others to use the card; and "Us"/"We" means Tinker Federal Credit Union of PO Box 45750, Tinker Air Force Base, Oklahoma 73145.

## **YOUR PERSONAL IDENTIFICATION NUMBER**

Within the next few days, you will be receiving a Personal Identification Number (PIN). This personal identification number is being assigned to your account to allow you access to ever-expanding networks of automated teller machines (ATMs) in this area, across the country, and overseas. Because each ATM is slightly different, simply insert your card in the slot and follow the directions that will appear on the screen. Some important directions will come with the identification number, and we ask that you follow those instructions carefully to protect your card from unauthorized use.

## **AUTOMATIC UPDATE SERVICE**

As part of the services provided by VISA, VISA now requires card issuers to participate in the VISA Automatic Updater (“VAU”) services. VISA will monitor changes to your account information and automatically update your account information, if changes to your account are detected by VISA. The auto-updated information may include a change in your name, card account number, and other important and relevant information impacting your card account and potential activity; this will allow you to continue to use your card without interruption. If you do not want your information to be automatically updated by VISA, then please contact us to discuss options.

## **YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE**

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

## **WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT**

If you think there is an error on your statement, write to us at Tinker Federal Credit Union, P.O. Box 45750, Tinker AFB, Oklahoma 73145, Attn: Credit Card Department.

In your letter give us the following information:

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

You must contact us:

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

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

## **WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER**

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

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

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

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

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

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

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

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount 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 of the following must be true:

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

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

Tinker Federal Credit Union  
P.O. Box 45750  
Tinker AFB, OK 73145  
Attn: Credit Card Department

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 any amount and you do not pay, we may report you as delinquent.