

## Keesler Federal Credit Union Credit Card Line of Credit Agreement and Disclosures

### IMPORTANT: PLEASE READ THE CREDIT CARD AGREEMENT AND DISCLOSURES.

The purpose of this Agreement is to establish the terms and conditions of your line of Credit.

In this Agreement the words "you" or "your" means each person who applied for the Keesler Federal Credit Union credit card or who uses the credit card or duplicate credit card. Use of the word "card" in its singular form may also refer to the plural. The word "card" also means your KFCU credit card and duplicates of said card. The word "account" means your KFCU credit card revolving credit account with Keesler Federal Credit Union (the "Credit Union").

1. You have applied for a line of credit that you can use from time to time and which may be replenished by payment on amounts previously drawn.

2. This Agreement establishes your request for the issuance of a credit card. The credit limit approved shall be determined by the Credit Union, and this credit limit will be drawn upon as you utilize an issued credit card.

3. A FINANCE CHARGE (interest) will be charged on any outstanding balances that are not repaid within the allowable 25-day grace period established by the Credit Union. The Balance Calculation Method used by the Credit Union is the "average daily balance" method including current transactions".

4. **Variable Rate Information:** Your APR may increase or decrease. The Interest Rate may change quarterly on the first day of January, April, July and October, based on the U.S. Prime Rate as published in the Wall Street Journal. The Margin is determined based on an evaluation of each Member's credit history. The Margin will range from 0% to 12% based on product type and credit history.

5. Other charges may also be assessed against your account as follows:

a) A late charge of up to \$25.00 will be assessed against your account when the minimum monthly payment as indicated on your account statement is not paid within 10 days after the due date.

b) A cash advance fee of \$5.00 will be charged to your account for each cash advance obtained utilizing your account.

c) A return item fee of up to \$25.00 will be assessed against your account for any item returned for non-sufficient funds or closed account. This includes but is not limited to, check payments mailed to our Service Center or Credit Union and check payments made at a local branch.

d) A statement copy fee of \$2.00 per page, will be assessed against your account for requested statement copies

e) Card Replacement fee \$5.00, this will automatically be assessed to your credit card

6. We may, from time to time, issue convenience checks to you that may be drawn on Your Account. Convenience checks may not be used to make a payment on your account.

- Convenience checks when written are considered cash advances and would be assessed the stated cash advance fee per check.

- Interest on convenience checks will begin to accrue as of the date of the advance.

- The Credit Union reserves the right to return any check not written for at least the minimum amounts shown on the check.

- The following fees would apply for convenience checks:

- Return check - \$2.00

- Check copy - \$2.50

- Stop payment - \$25.00 per request

7. The minimum periodic payment required is the total New Balance as shown on your monthly account statement if the amount is under \$10.00. If the New Balance exceeds \$10.00, the minimum periodic payment is 3% of that portion of the New Balance which does not exceed your credit limit, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, or \$10.00, whichever is greater.

8. You promise to pay any and all charges by you or any person whom you authorized to use the credit card issued to you.

9. You also agree to pay all costs incurred by the Credit Union in collecting your indebtedness or in enforcing this Agreement, including attorney's fees or 10% of the unpaid balance or such greater amount as may be reasonable and just, and also those costs, expenses and attorney's fees incurred in appellate proceedings.

10. You understand and agree that the Credit Union has the authority to impress and enforce a statutory lien on all present and future shares in your name to the extent of that portion of the loan balance which may be in default, including cost of collection and reasonable attorney's fees. Further you hereby expressly agree and consent that the Credit Union may apply such shares in payment of that portion of the loan balance which may be in default under this Agreement which may include a FINANCE CHARGE, including other charges, and that such application may be pursuant to such a pledge or as a right of offset, and can be exercised without further notice to you. If you have any loans with the Credit Union, or take out other loans in the future, collateral securing those loans will also secure your

obligation under this Agreement. However, unless you expressly agree otherwise, your primary dwelling will not secure your obligation under this Agreement even if the Credit Union has or later acquires a mortgage on the dwelling.

11. As a holder of a credit card, you understand that you can repay any outstanding balance prior to maturity in whole or part at your option without penalty. If Promotional Balance(s) exists, we may allocate all of the minimum monthly payments to the promotional balance(s) before the non-promotional balance(s).

12. Foreign transactions conducted in a foreign currency will be converted to a U.S. dollar amount. Currently, the conversion rate used to determine the transaction amount in U.S. dollars for such a transaction generally will be either the government mandated rate or a wholesale rate for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time. 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.

13. The Credit Union is not responsible for the refusal or failure of any merchant, bank or automated equipment to honor or accept your credit card. Except as indicated in the Billing Rights Summary on Page 7, the Credit Union is not responsible for any goods or services you purchase with your credit card and you must resolve all disputes directly with the merchant.

14. You authorize the Credit Union to pay for your account, all items reflecting purchases or cash advances made with your credit card in spite of the absence of your signature on a draft or the lack of your presentation of the credit card. By giving your credit card to someone else, you authorize all purchases and cash advances made by the person until you have notified us that further transactions are unauthorized.

15. Prior to your use of the credit card that may be issued, you agree to comply with all of the terms and conditions established by the Credit Union's Board of Directors pertaining to the use of such credit card. In the event you do not wish to comply with the foregoing terms and conditions for any reason, you may terminate this Agreement and return the credit card to the Credit Union.

16. You acknowledge and agree that the Credit Union may terminate this Agreement under the following conditions:

- (a) upon adverse reevaluation of your creditworthiness,
- (b) upon your failure to satisfy the terms of this agreement, or
- (c) at your option or at the Credit Union's option if it has a good cause.

17. If your line of credit is terminated by the Credit Union, you shall receive written notice of such termination; however, you understand and acknowledge that such termination shall not affect your obligation to pay any outstanding balance.

18. You understand that the Credit Union's Board of Directors may require that your loan file be reviewed periodically, and you hereby give your permission and authorize the Credit Union to investigate and reassess your creditworthiness.

19. You understand that the Credit Union may require reverification and approval if: (a) the credit limit is increased or (b) the terms of payment are extended beyond the terms of the original Agreement.

20. You fully understand, acknowledge and agree that if any loans become delinquent or past due, your credit card shall be revoked unless the Credit Union determines that extenuating circumstances have contributed to the delinquency. Under such circumstances, the Credit Union may approve your continued use of the credit card.

21. You understand that you MUST maintain your membership with Keesler Federal Credit Union to continue your use of the credit card.

22. You agree and understand that your credit card is intended only for legitimate consumer use and may not be used for any illegal transaction.

23. Amendments to this Agreement and Changes to Benefits:

a. KFCU may amend and change this Agreement, including rates, by providing an advance written notice of the changes to you when required by law. However, we may reduce charges, fees and rates without sending you an advance notice.

b. Credit card benefits offered as part of your credit card account, such as rewards, may be modified or discontinued at any time for any reason. Separate terms and conditions apply to these and other benefits associated with your credit card.

24. Under the Military Lending Act, the following statement applies to covered borrowers:

*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 transactions; and 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).*

#### FINANCE CHARGE CALCULATION METHODS

The FINANCE 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 credit card is specified below:

**METHOD F-** To avoid incurring additional **FINANCE CHARGE** on the balance of Cash Advances (and Credit Purchases, if this Method F is specified as applicable to Credit Purchases) reflected on your statement on or before the Payment Due Date the **FINANCE CHARGES** for a billing cycle are computed by applying the monthly Periodic Rate to the Average Daily Balance of Cash Advances (and, if applicable 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, plus applicable Cash Advance Fees. Each daily balance of Cash Advances (and if applicable, Credit Purchases) is determined by adding to the Previous Balance of Cash Advances (and, if applicable, Credit Purchases), any new Cash Advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later, (and, if applicable, any Credit Purchases as posted) and subtracting any payments as received and credits as posted to your account, but excluding any unpaid **FINANCE CHARGE**.

#### **VISA® LIABILITY OR UNAUTHORIZED USE**

You will not be liable for the unauthorized use of your credit card. You must notify: PSCU Financial Services at P.O. Box 31216, Tampa, FL 33631, in writing or call 1-800-449-7728 to report any loss, theft or possible unauthorized use.

#### **YOUR BILLING RIGHTS**

##### **KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibility under the Fair Credit Billing Act.

##### **NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.**

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

Your letter needs to include the following information:

- Your Name
- Credit card number
- Dollar amount of the suspected error
- Describe the error and explain if you can, why you believe there is an error.

If it's more information you need, 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 is correct. After we receive your letter, we cannot try to collect any amount you questioned, 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 any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten 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 can't 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 or property of services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you have the right not to pay the remaining amount due on the property or service. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

How do I earn rewards?

**VISA Signature Cash/Points Rewards** credit card earn 3 points for every \$1 of all net purchases made.

**VISA Platinum Rewards** credit card earn 1 point for every \$1 of net purchases made.

Will my rewards expire?

Your rewards expire five years from the month in which they were earned, as long as your account remains open.

Are there conditions for earning or redeeming rewards?

Rewards are earned on eligible net purchases. "Net purchases" means the sum of your eligible purchase transactions minus returns and refunds. Eligible purchase transactions do not include, and rewards are not earned for, the following transactions: cash advances, convenience checks, balance transfers, or fees of any kind, including finance charges, late fees, returned check fees, ATM cash advance fees, and annual fees, if any. Cash equivalent transactions, such as the purchase, loading or re-loading of gift and prepaid cards (e.g., money orders, Prepaid Cards and other cash equivalent gift cards), may not be eligible purchase transactions and may not earn rewards.

What happens to my rewards if the account is closed?

Your rewards will be forfeited if your account is closed. For additional information, please refer to the terms and conditions with the card's corresponding program description.

**IMPORTANT CREDIT CARD DISCLOSURES**

The information about the costs of the card described is accurate as of 1/24/19 and may have changed after that date. To find out what may have changed, write us at P.O. Box 7001, Biloxi, MS 39534-7001.

<b>Interest Rates and Interest Charges</b>			
	<b>Visa Signature Cash/Points Rewards</b>	<b>VISA Platinum Rewards</b>	<b>VISA Classic</b>
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>0% introductory rate for the first 12 months.</b> After that, your standard variable APR between <b>Prime up to 18.00%</b> This APR will vary with the market based on the US Prime Rate.	<b>1.99% introductory rate for the first 12 months.</b> After that, your standard variable APR between <b>Prime up to 18.00%</b> This APR will vary with the market based on the US Prime Rate.	<b>1.99% introductory rate for the first 12 months.</b> After that, your standard variable APR between <b>Prime up to 18.00%</b> This APR will vary with the market based on the US Prime Rate.
<b>APR for Balance Transfer</b>	<b>0% introductory rate for the first 12 months.</b> After that, your standard variable APR between <b>Prime up to 18.00%</b> This APR will vary with the market based on the US Prime Rate.	<b>1.99% introductory rate for the first 12 months.</b> After that, your standard variable APR between <b>Prime up to 18.00%</b> This APR will vary with the market based on the US Prime Rate.	<b>1.99% introductory rate for the first 12 months.</b> After that, your standard variable APR between <b>Prime up to 18.00%</b> This APR will vary with the market based on the US Prime Rate.
<b>APR for Cash Advances</b>	Prime up to 18.00% This APR will vary with the market based on the US Prime Rate	Prime up to 18.00% This APR will vary with the market based on the US Prime Rate	Prime up to 18.00% This APR will vary with the market based on the US Prime Rate
<b>Penalty APR and When it Applies</b>	No Penalty APR		
<b>How to Avoid Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.		
<b>Minimum Interest Charge</b>	None		
<b>For Credit Card Tips from the Consumer Financial Protection Bureau Fees</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>SET UP AND MAINTENANCE FEES:</b>	
Annual Fee	None
<b>TRANSACTION FEES:</b>	
Balance Transfer	\$0
Cash Advance	\$5
Foreign Transaction	1%
<b>PENALTY FEES:</b>	
Late Payment	up to \$25.00 after payment is 10 days late
Returned Item	up to \$25.00 per returned item

How we will Calculate Your Balance: We use a method called "average daily balance (including new purchases)".

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided elsewhere in this account agreement.

Refer to the "Important Credit Card Disclosures" sheet you received upon account approval.