

NEW CASTLE BELLCO FEDERAL CREDIT UNION

1011 Wilmington Avenue ~ New Castle, Pa 16101-2150

724-654-8485

CREDIT CARD AGREEMENT

NOTICE: See reverse side for important information regarding your rights to dispute billing errors.

In this Agreement the words “you” and “your” mean each and all who sign the application. “Card” means a VISA credit card and any duplicates and renewals the Credit Union issues. “Account” means your VISA credit card line of credit account with the Credit Union. “Credit Union” means the Credit Union whose name appears in this Agreement.

1. Using the Account. If you are approved for a VISA account, the Credit Union will establish a line of credit for you and notify you of the amount when the card is sent to you. You agree not to let your account balance exceed your approved credit limit. If you exceed your assigned credit limit, you may be charged a fee as disclosed in the Summary of Terms. Each payment you make on the account will restore your credit limit by the amount of the payment which is applied to the principal amount of purchases and cash advances. You may request an increase in your credit limit only by written application which is approved by the Credit Union. The Credit Union has the right to reduce or terminate your credit limit at any time.

2. Using the Card. You may use the card issued to you to make purchases in person, by mail or telephone or through the Internet from merchants and others who accept VISA cards. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program and from automated teller machines (ATMs), such as VISA ATM Network, that provide access to the VISA system. (Not all ATMs provide such access.) You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM.

3. Responsibility. You agree to pay all charges (purchases and cash advances) to your account made by you or anyone whom you authorize to use your account. Your obligation to pay the amount owed on your account continues until paid in full even though an agreement, divorce decree or other court judgment to which the Credit Union is not a party may direct someone else to pay the account balance.

If more than one person signs the application, each is individually responsible for all amounts owed on the account and all are jointly responsible for all amounts owed. This means the Credit Union can enforce this Agreement against any of you individually or all of you together.

4. Grace Period. To avoid incurring an additional Interest Charge on the balance of purchases reflected on your monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. Otherwise interest charges 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.

5. Interest Charges. The Interest Charges for a billing cycle are computed by applying the monthly Periodic Rate to the “average daily balance” of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees and unpaid interest charges. We do not add in new purchases or cash advances. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

6. Other Charges. The following other charges may be added to your account, as applicable:

a) Returned Payment Fee: If you pay with a check or other form of payment and your financial institution will not honor it, or we return it for any reason, you may be charged a returned payment fee of \$20.00.

b) Card Replacement Fee: A \$5.00 fee will be charged for issuing a new card prior to expiration at the member’s request.

7. Monthly Payment. Each month you must pay at least the minimum payment shown on your statement on or before the Payment Due Date. You may pay more frequently, pay more than the minimum payment, or pay the Total New Balance in full. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your account has a balance. The minimum payment is 3% of your Total New Balance but not less than \$25.00, plus the amount of any prior minimum payments that you have not paid. In addition, at any time your Total New Balance exceeds your credit limit, you must immediately pay the excess upon demand.

8. Security Interest. If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares agreement for this account, your account will be secured by your pledged shares.

9. 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 which the Credit Union believes may substantially reduce your ability to repay what you owe. When you are in default the Credit Union has the right to demand immediate payment of your full account balance without notice. If immediate payment is demanded, you will continue to pay interest charges, at the periodic rate charged before the default, until what you owe has been paid, and any shares that were pledged as security will be applied towards what you owe. 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.

10. Liability for Unauthorized Use. You may be liable for the unauthorized fraudulent use of your credit card. If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should call us or our designee immediately at:

724-654-8485 New Castle Bellco FCU
800-991-4961 Customer Service (after regular hours)

You may also write to our designee at:
Customer Service
P.O. Box 30495
Tampa, FL 33630

Although you may notify us in writing, calling us at the telephone numbers above is the best way to keep your possible losses down. Under VISA’s zero liability policy, 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. VISA’s zero liability policy does not apply if you are grossly negligent or fraudulent in the handling of your Account or Card, nor does it apply to cash advances obtained at an ATM. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before you notify us. In any case, your liability will not exceed \$50 for ATM transactions.

11. Lost Card Notification. If you believe your credit card has been lost, stolen or misused, immediately inform the credit union by calling: 1-724-654-8485 or 1-800-991-4961 after regular business hours.

12. Changing or Terminating Your Account. The Credit Union may change the terms of this Agreement from time to time after giving you any advanced notice required by law. Your use of the card after receiving notice of a change will indicate your agreement to the change. To the extent the law permits, and indicated in the notice to you, the change will apply to your existing account balance as well as future transactions.

Either the Credit Union or you 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. The 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.

13. 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.

14. Returns and Adjustments. Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by processing a credit transaction which will be posted to your account. If your credits and payments exceed what you owe the Credit Union, the amount will show as a credit balance and be applied against future purchases and cash advances. If the amount is \$1 or more, it will be refunded upon your written request.

15. Foreign Transactions. Purchase and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be at (i) the wholesale market rate or (ii) the governing-mandated rate, whichever is applicable, in effect one day prior to the processing date, increased by one-percent. The credit union may apply a foreign transaction fee of one-percent to your account.

16. Merchant Disputes. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the 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 and was made in your state or within 100 miles of your home; or (c) you must not yet have fully paid for the purchase.

17. Illegal Use. You agree that you will not use your account/card for any transaction that is illegal under applicable federal, state or local law. The Credit Union reserves the right to decline any transactions that we consider fraudulent, suspicious or illegal. The Credit Union will not knowingly authorize charges related to online gambling.

18. 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.

19. No Waiver. The Credit Union can delay enforcing any of its rights any number of times without losing them.

20. Statements and Notices. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

21. Copy Received. You acknowledge that you have received a copy of this Agreement when you signed the VISA Application.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

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

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent your 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 share draft checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three 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 interest charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, 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 or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are several 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**; and
- (c) You must not have fully paid for the purchase.