



## VISA CREDIT CARD AGREEMENT

In this Agreement the words “you” and “your” mean each and all of those who apply for the Card or who sign this Agreement. “Card” means the VISA Credit Card and any duplicates and renewals we issue. “Account” means your VISA Credit Card Line of Credit Account with us. “We”, “us” and “ours” means FAMILY SECURITY CREDIT UNION.

**1. Responsibility.** If we issue you a Card, you agree to repay all debts and the FINANCE CHARGE arising from the use of the Card and the Account. For example, you are responsible for charges made by yourself, your spouse and minor children. You also agree to be responsible for charges made by any one else to whom you give the Card, and this responsibility continues until the Card is recovered. You cannot disclaim responsibility by notifying us, but we will close the Account for new transactions if you so request and if you return all Cards. Your obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the Account. Any person using the Card is jointly responsible with you for charges he or she makes, but if that person signs the Card, he or she becomes a party to this Agreement and is also jointly responsible for all charges on the Account, including yours. You agree the Card may not be used for any illegal or unlawful activity or transactions, including but not limited to, gambling.

**2. Lost Card Notification.** If you believe the Card has been lost or stolen, you will immediately call us at: (800) 239-5515 or (256) 340-2000 between 9:00 a.m. – 5:00 p.m. CST, Monday through Friday. After hours or on weekends or holidays, call (800) 991-4965.

**3. Liability for Unauthorized Use.** You may be liable for the unauthorized use of your Card. 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. If you tell the Credit Union after learning of the loss or theft of the Card your liability for unauthorized transactions using the VISA system is zero. For Card transactions through a non-VISA network, VISA Commercial cards, VISA or Plus\* ATM or ATM transactions, or to cards issued outside the United States if you tell the Credit Union within two (2) days after learning of the loss or theft of the Card, your liability for unauthorized transactions is \$50 (and for ATM transactions) \$500 if you do not tell the Credit Union within two (2) business days and if you do not tell us within sixty (60) days after the statement was mailed, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money had you told us in time. We may require you to provide a written statement regarding claims of unauthorized transactions. If we determine that you have been grossly negligent or fraudulent in the handling of your account or Card, your liability may increase. These rules do not apply to other electronic transfers.

**4. Credit Line.** If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the Card. You agree not to let the Account balance exceed this approved Credit Line. Each payment you make on the Account will restore your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our loan officer or committee. We may, at any time and for any reason not prohibited by law, reduce your Credit Line from time to time, refuse to make an advance or revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this Agreement or our adverse reevaluation of your credit worthiness. You may also terminate this Agreement at any time, but termination by either you or us does not affect your obligation to pay the account balance. The Cards remain our property, and you must recover and surrender to us all Cards upon request and upon termination of this Agreement.

**5. Credit Information.** You authorize us to investigate your credit standing when opening, renewing or reviewing your Account, and you authorize us to disclose information regarding your Account to credit bureaus and other creditors who inquire about your credit standing, to the extent authorized in our By-laws.

**6. 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 2.5% of your Total New Balance or \$25, whichever is greater, not to exceed your Total New Balance, plus the amount of any prior minimum payments that you have not made, 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. Subject to applicable law, we will apply payments equal to or less than the required minimum payment in any manner the Credit Union chooses. Generally, we will credit payments over the required minimum payment to balances with the highest APR. When a scheduled payment is in default 10 days or more, you agree to pay a \$20 late fee.

**7. Finance Charges.** FINANCE CHARGE will start accruing on new purchases and will continue accruing on any previous purchase balance from the first day of the next billing cycle, unless you pay the Total New Balance for purchases shown on your statement by the end of the grace period, which is 28 days from the statement closing date. If you receive a current monthly statement that includes new purchases and then make a payment that we receive by the date and time the minimum payment is due for that statement, we will not charge interest (FINANCE CHARGE) on any portion of the new purchases on that statement that we allocate such payment to, so long as your current statement also shows that we received payment of the ending balance for your previous month's statement by the date and time its minimum payment was due or that the ending balance for your previous month's statement was zero. If you have a balance that carries a higher APR, you may not be able to avoid FINANCE CHARGES on new purchases if you do not pay your balance in full each month, because we generally allocate payments first to the balance with the highest APR. FINANCE CHARGE is imposed on cash advances from the date they are posted to your account. The FINANCE CHARGE is calculated by multiplying the average daily balance of purchases and/or cash advances by a monthly periodic rate of 0.9916667%, which is an ANNUAL PERCENTAGE RATE of 11.9% for VISA Classic or a monthly periodic rate of 0.825%, which is an ANNUAL PERCENTAGE RATE of 9.90% for the VISA Gold. Separate average daily balances are calculated for purchases and cash advances. To get the average daily balance for each, the daily balances for purchases and cash advances for the billing cycle are added and the totals are divided by the number of days in the cycle. To get the daily balance for purchases, payments and credits are subtracted. To get the daily balance for cash advances, new cash advances are added to the day's beginning balance and payments and credits are subtracted. On the first day of a billing cycle, the Credit Union adds to your daily balance the total of new purchases from your last statement, unless you paid the Total New Balance for purchases on your last statement by the end of the grace period. Fees are not included in the calculation of the average daily balance. FINANCE CHARGE will continue to accrue on your Account until what you owe under this Agreement is paid in full.

**8. Default.** You will be in default if you fail to make any Minimum Payment or other required payment by the date that is due. You will also be in default if (a) your ability to repay us is materially reduced by a change in your employment, and increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement, (b) you break any promise you have made to us under this Agreement or any other agreement you have with us, (c) any statement you have made in this Agreement, in connection with this Agreement or in connection with any other agreement you have with us is not true, or (d) we should otherwise feel insecure in receiving payment of the Account balance of whatever reason. If you are in default, we have the right to demand immediate payment of your full Account Balance at once without notice to you. If immediate payment is demanded, you agree to continue paying FINANCE CHARGE, at the periodic rate charged before the default, until what you owe has been paid and any security given for your Account may be applied towards what you owe. In the event of a default, you agree to pay all costs of collecting the amount you owe under this agreement including, if the unpaid balance under this plan is greater than Three Hundred Dollars (\$300) at the time of collection, reasonable attorney's fees if the debt is referred for collection to attorney who is not our employee and if suit is filed, court costs.

**9. Using the Card.** You may use the card issued to you to make purchases in person, and by mail or telephone 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, which 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. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. We may make a reasonable charge for photocopies of slips you request.

**10. Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip, which we will post to your Account. If your credits and payments exceed what you owe us, you may request a refund of the credit balance at any time. Otherwise, we will apply it to any new charges on your account or refund it to you as required by law.

**11. Foreign Transactions.** Purchases and cash advances made in foreign countries will be billed to you in U.S. Dollars. The conversion rate to 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 (i) the wholesale market rate or (ii) the government mandated rate, whichever is applicable, in effect one day prior to the processing date, increased one-percent. 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.

**12. Plan Merchant Disputes.** We are not responsible for the refusal of any plan merchant or financial institution to honor your Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and: (a) your purchase was made in response to an advertisement we sent or participated in sending you, or (b) your purchase cost more

than \$50 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

**13. Security Interest.** To secure your Account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through use of the Card. If you default, we will have the right to recover any of these goods which have not been paid for through our application of your payments. You pledge all share and/or deposits (including amounts in draft accounts) and payments and earnings thereon which you now or hereafter may have with us, whether held jointly, individually or in trusts, as security for any and all monies advanced or purchases made by use of the Card and any interest accrued thereon. Upon default you authorize us to take what you owe us out of any such account (except Individual Retirement Accounts) you have with us.

**14. Effect of Agreement.** This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you any advance written notice required by law. Any amendment to this Agreement will take effect on the date it is mailed unless advance notice is required by law. Your use of the Card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing Account balance as well as to future transactions.

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

**16. Delay in Enforcement.** No delay in enforcement of our rights under this Agreement will result in any loss of our rights of relieve you of any of your obligations.

**17. Invalidity of Provisions and Captions.** If any provision of this Agreement is deemed invalid the rest of this Agreement will remain in full force and effect. The paragraph headings are for convenience only and do not form a part of this Agreement.

**18. Governing Law.** The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Alabama and any applicable Federal Law.

**19. Copy Received.** By signing the attached application you acknowledge receipt of a copy of this Agreement and Billing Rights Statement which should be torn off the application at the perforation and kept.

**20. Unlawful Internet Gambling Enforcement Act.** By signing the attached application you acknowledge that UIGEA and Regulation GG restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful internet gambling.

### **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: Family Security Credit Union, 2204 Family Security Place SW, Decatur, AL 35603. 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 the 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 corrected.

### **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 accesses 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: 2204 Family Security Place SW, Decatur, AL 35603. 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.

<b>INTEREST RATES AND INTEREST CHARGES</b>		
ANNUAL PERCENTAGE RATE for purchases	<b>VISA Gold</b> <b>9.9%</b>	<b>VISA Classic</b> <b>11.9%</b>
How to Avoid Paying Interest on Purchases	Your due date is at least 28 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.	
Minimum Interest Charge	None	
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a>	

<b>FEES</b>	
Annual Fee	None
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>• Transaction Fee for Purchases</li> <li>• Foreign Transaction Fee</li> </ul>	<p>None</p> <p>The currency rate which is either (i) the wholesale market rate or (ii) the government mandated rate, whichever is applicable, in effect one day prior to the processing date, increased one-percent or one-percent if the transaction was denominated in US Dollars.</p>
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>• Late Payment Fee</li> <li>• Return Payment Fee</li> </ul>	<p>\$20.00</p> <p>\$5.00 per returned check</p>
<b>Other Fees</b>	
<ul style="list-style-type: none"> <li>• Card Re-Issuance Fee</li> <li>• Credit Slip Replacement Fee</li> <li>• Statement Replacement Fee</li> </ul>	<p>\$5.00 per card</p> <p>\$3.00 per slip</p> <p>\$2.00 per page</p>

All terms of your Credit Card Agreement are subject to change with 45 days prior notice.

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).” See your agreement for more details.

The information about the costs of the card described in this application is accurate as of July 1, 2010. This information may have changed after that date. To find out what may have changed, call us at 1-800-239-5515, write to us at Family Security Credit Union, 2204 Family Security Place SW, Decatur, Alabama 35603 or call (256) 340-2000.

**REV. 7/1/2010**

## Family Security Visa Credit Card Application

<b>Card Type</b> (Please Check One):	<b>VISA Classic</b> (Minimum \$500 Credit Limit)	<b>VISA Gold</b> (Minimum \$5,000 Credit Limit)
<b>Credit Union Account Number</b>	<b>Number of Cards Requested</b>	

<b>APPLICANT'S PERSONAL INFORMATION (Please Print)</b>												
Applicant's Name (Last)				(First)				(Middle)		Date of Birth		
Present Street Address			City		State		Zip		Years There	Rent	Area Code & Home Phone	
Previous Street Address			City		State		Zip		Years There	Rent	Area Code & Home Phone	
Present Employer and Address					Job Title/Rank			How Long Employed		Area Code & Phone		
Previous Employer and Address (if less than one year with Present Employer)					Retirement Date or DOS							
Name and Address of Closest Relative Not Living with you				City		State		Zip		Area Code & Phone		
<b>Alimony, child support, or separation maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.</b>												
Gross Monthly Salary		Net Monthly Salary		Other Income		Source of Other Income		Net monthly Retirement Pay		Total Net Monthly Income		
\$		\$		\$		\$		\$				
Social Security Number			Driver's License Number & State of Issue			Gov't Dept/Military Unit			Retirement Grade			
<b>INFORMATION REGARDING CO-APPLICANT - READ BEFORE COMPLETING</b>												
<small>Completion of this section is required if (1) you are a resident of a community property state (AZ, CA, ID, LA, NM, TX, WA, WI), (2) You are relying upon property located in a community property state as a basis for repayment of credit requested, (3) You are relying on the income or assets of another (4) You are relying upon alimony, child support, or separate maintenance payments as from a spouse or former spouse, (5) Another person will be allowed to use this account, or (6) Another person will be contractually liable.</small>												
First Name		Initial	Last	Date of Birth			Driver's License Number		Social Security Number			
Present Street Address			City		State		Zip		Years There	Rent	Area Code & Home Phone	
<b>Alimony, child support, or separation maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.</b>												
Present Employer			Address			Job Title/Rank		Area Code & Phone		How Long Employed		
Previous Employer			Address			Job Title/Rank						
Gross Monthly Salary		Net Monthly Salary		Other Income		Source of Other Income		Total Net Monthly Income Applicant & Co-Applicant				
\$		\$		\$		\$		\$				
Name and Address of Closest Relative Not Living with You				City		State		Zip		Area Code & Phone		
<b>LIST ALL DEBTS OF APPLICANT (INCLUDING CO-APPLICANT IF SECTION B IS COMPLETED. PUT "C" BESIDE NUMBER IF CO-APPLICANT'S)</b>												
Creditor's Name		Account Number		Address			Purpose	Original Balance	Current Balance	Monthly Payment		
1. Landlord Mortgagee								\$	\$	\$		
2.								\$	\$	\$		
3.								\$	\$	\$		
4. Child Care/Child Support/Alimony Payments								\$	\$	\$		
5. Automobile	Year	Make	Model	State & License #		Where Financed						
								\$		\$		
6. Automobile	Year	Make	Model	State & License #		Where Financed						
								\$		\$		
This application may be rejected if all debts are not listed. If you require more space, attach an additional sheet. If self-employed, attach financial statement.									Are Any Past Due?	Total Monthly obligations		
									Y	N	\$	
<b>Applicant's Financial Information and Personal References</b>												
Bank, Credit Union, or Financial Institution			Account Number			Savings Account #		Checking Account #		Loan Account #		
Address			Branch			Do you have a VISA Credit Card?		Y	N	Do you have a Mastercard?		
						If yes, with whom?				Y		
						If yes, with whom?				N		
Have you or Co-Applicant ever:	1. Been sued for debts?		2. Filed Bankruptcy or Chapter 13 in the past 14 years?		Are you or Co-Applicant currently a Co-Signer on another loan?							
	Y		N		Y		N		If yes, with whom?		Y	
											N	
Credit Limit Requested - Please State Amount			Credit Limit		Loan Officer or Committee		Approved	Rejected	Date			
\$			\$									
<small>By signing this application, you are certifying that all information you provided is complete and true and is furnished for the purpose of obtaining credit. You also authorize Family Security Credit Union to check your credit and employment history and make what ever inquiries necessary in the course of granting credit, reviewing credit, or collecting any credit extended. You understand that the credit union will retain this application whether or not it is approved and you authorize the credit union to answer questions about the credit union's experience with your credit. You also agree that if you are approved for a VISA credit card that your use of that card will bind you to all terms and conditions contained in the "VISA CREDIT CARD AGREEMENT" that you receive. You hereby acknowledge that you have removed the attached credit card agreement and statement of billing rights and will retain for your records.</small>												
<b>CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.</b>												
Applicant Signature:						Date:						
Co-applicant Signature:						Date:						
<small>By Signing below you hereby agree to the terms of paragraph 13 of the "VISA CREDIT CARD AGREEMENT" you received including but not limited your pledging all shares and/or deposits (including amounts in draft accounts) and payment and earnings thereon which you now or hereafter may have with us whether held jointly, individually, or in trust as security for any and all monies advanced or purchases made by the use of the card and any interest accrued thereon. Upon default you authorize us to take what you owe us out of any account (except Individual Retirement Accounts) you have with us. You further understand that such a security interest is a condition of us granting you this loan.</small>												
<b>CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.</b>												
Applicant Signature:						Date:						
Co-applicant Signature:						Date:						