

HOPEWELL FEDERAL CREDIT UNION
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CLASSIC/Platinum

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.** If you are approved for an 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 Your Card.** You may use your Card to make purchases from merchants and others who accept VISA Cards. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. 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). (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. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law.

3. **Responsibility.** You agree to pay all charges (purchases and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you made with the Credit Union. If this is a joint Account, Section 17 below also applies to your Account.

4. **Finance Charges.** New purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero or credit balance at the beginning of that billing cycle or you paid the entire New Balance on the previous cycle's billing statement by the Payment Due Date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to your account. To avoid an additional finance charge on the balance of purchases, you must pay the entire New Balance on the billing statement by the Payment Due Date of that statement. A finance charge begins to accrue on cash advances from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later.

The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the monthly periodic rate to the average daily balance of purchases. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of purchases. Then, we add all the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases.

For cash advances, the finance charge is computed by applying the monthly periodic rate to the average daily balance of cash advances. To get the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. Then, we add all the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances.

For our VISA Classic Card, the monthly periodic rate for purchases is 1.241%, which is an ANNUAL PERCENTAGE RATE of 14.90%. The monthly periodic rate for cash advances is 1.241%, which is an ANNUAL PERCENTAGE RATE of 14.90%.

For our VISA Platinum Card, the monthly periodic rate for purchases is 0.825%, which is an ANNUAL PERCENTAGE RATE of 9.90%. The monthly periodic rate for cash advances is 0.825%, which is an ANNUAL PERCENTAGE RATE of 9.90%.

5. **Other Charges.** The following other charges (fees) will be added to your Account, as applicable:

a. **Over-the-Credit-Limit Fee:** You may be charged a fee of \$25.00 on a statement date if your New Balance on that date, less any fees imposed during the cycle, is more than 10% over your credit limit. You will be charged the fee each subsequent month until your New Balance on the

statement date, less any fees imposed during the cycle, is BELOW your credit limit.

b. **Late Payment Fee:** If you are ten (10) or more days late in making a payment, a late charge of \$25.00 will be added to your account.

c. **Return Check Fee:** If a check or share draft used to make a payment on your account is returned unpaid, you will be charged a fee of \$25.00 for each item returned.

d. **Card Replacement Fee:** You will be charged \$10.00 for each replacement card that you request.

e. **Document Copy Fee:** You will be charged \$2.00 for each copy of a sales draft or statement that you request (except when the request is made in connection with a billing error made by the credit union).

f. **Collection Costs:** You promise to pay all costs of collecting the amount you owe under this Agreement to the extent permitted by state law.

g. **Cash Advance Fee:** 3% (min \$5.00 - max \$25.00).

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 twenty-five (25) 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 twenty-five (25) 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 \$20.00, whichever is greater, 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.

7. **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.

8. **Security Interest.** If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares, your pledged shares will secure your Account. You may not withdraw amounts that have been specifically pledged to secure your Account until the credit union agrees to release all or part of the pledged amount. In addition, your Account is secured by all other shares you have in an individual or joint account with the Credit Union, except for 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. These other shares may be withdrawn unless you are in default under 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 should default. Collateral securing other loans you have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.

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 that 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 giving you notice. If immediate payment is demanded, you agree to continue paying finance charges, at the periodic rate charged before default, until what you owe has been paid and any shares that were given as security for your Account may be applied towards what you owe.

10. **Liability for Unauthorized Use/Lost/Stolen Card Notification.** You agree to notify us immediately, orally or in writing at 501 Hopewell Drive, Heath, OH 43056 or telephone (800) 991-4964 (CST) Monday through Friday 7:00 A.M. - 9:00 P.M., Saturday & Sunday 7:00 A.M. - 6:00 P.M. (CST), of the loss, theft, or unauthorized use of your Credit Card. You may be liable for the unauthorized use of your Credit Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your credit card, unless you are grossly negligent in the handling of your card. In any case, your liability will not exceed \$50.

11. **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.

