# Truity Federal Credit Union

| VISA® *Platinum Rate* Credit Card Program Provides a Credit Limit of $500 or More | VISA *Platinum Rate* |
|---|---|
| **Interest Rates and Charges** | **The due date for this card is the 13th of the month.** |
| **Introductory Annual Percentage Rate (APR) for Purchases, Cash Advances, Balance Transfers, Convenience Checks and ATM Withdrawals** | **0%** APR for the first 12 months from card open date. Excludes existing Truity credit card balances. After 12 months, your APR will be variable based on your creditworthiness[1] and the Prime Rate, currently **12.74% - 18.00%** |
| **Military Annual Percentage Rate (MAPR) for Purchases**<br>**For oral disclosure please call 1.800.897.6991** | Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. 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%. See MAPR below for more information. |
| **Annual Percentage Rate (APR) for Purchases** | **12.74% - 18.00%** APR variable based on your creditworthiness[1] and the Prime Rate |
| **How to Avoid Paying Interest on Purchases** | Your due date is 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire interest avoidance balance by the due date of each month. |
| **Paying Interest on Cash Advances, Balance Transfers, Convenience Checks and ATM Withdrawals** | These transactions accrue interest upon posting on your account. We will begin charging interest on these transactions on the transaction date. |
| **Paying interest on installment plan offers.** | Interest begins to accrue on the day after the first billing cycle with the installment transaction and continues until paid in full. |
| **Credit Card Tips from the Consumer Financial Protection Bureau** | 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: www.consumerfinance.gov/learnmore |
| **Fees** | |
| **Annual Fee** | **None** |
| **Transaction Fees** | |
| Cash Advance, Balance Transfer, Convenience Check & ATM Withdrawal Fee | **3% of the Transaction Amount or $10, whichever is greater** |
| Duplicate Merchant Sales Slip | **$5.00** |
| Duplicate Copy of Billing Statement | **$3.00** (Research $25 per hour) |
| Replacement Card | **$10.00** (in excess, of 1 per year) |
| Stop Payment Fee (Convenience Checks) | **$28.00** |
| Foreign Transaction Fee | **1% of Transaction Amount** |
| **Penalty Fees** | |
| Late Payment Fee | **$28.00** (5 days past the Due Date) |
| Return Payment Fee | **$28.00** |

**How We Will Calculate Your Balance**: We use a method called "average daily balance" for both purchases and cash advances (including new transactions). See your Cardholder Agreement for more details.

**MAPR:** 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 premium; fees for ancillary products sold in connection with the credit transaction; 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). For Active Military Lending oral disclosure please call 1.800.897.6991.

**Prime Rate**: Your variable rates may change when the Prime Rate changes. We calculate variable rates by adding a margin based on your creditworthiness to the Prime Rate published in *The Wall Street Journal* on the 25th day of each month. If the *Journal* is not published on that day, then see the immediately preceding edition. Variable rates will be updated quarterly and will take effect on the first day of your January, April, July and October billing periods.

[1] We add 5.74% to the Prime Rate to determine the APR for A credit; we add 6.74% to the Prime Rate to determine the APR for B credit; we add 7.74% to the Prime Rate to determine the APR for C credit; we add 10.74% to the Prime Rate to determine the APR for D credit; we add 14.65% to the Prime Rate to determine the APR for E credit. To receive A credit APR, you need a credit score of 740 or higher; B credit APR you need a credit score of 739 – 690; C credit APR you need a credit score of 689 - 650; for D credit APR you need a credit score of 649 – 620; for E credit APR you need a credit score of 619 or lower. The APR will never be greater than 18.00% or the maximum rate allowed by law, whichever is less.

# Truity Federal Credit Union

## CREDIT CARD CARDHOLDER AGREEMENT

This is the Agreement that establishes the terms of your Cardholder Account ("Account") with Truity Federal Credit Union ("Credit Union") including accounts opened with us through other credit unions that participate in the Credit Union's VISA/MasterCard program and whose name may be on the face of your Card. Please read it carefully and keep it for your records. You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so. All extensions of credit in connection with your Account are being made by the Credit Union. Any use of your Card or Account confirms your acceptance of the terms and conditions of this Agreement.

**Definitions:** In this Agreement, the word "you" and "your" refer to each person (jointly and severally if more than one) who has applied for the Account and any other person who has agreed to be responsible for the Account. The words "we," "us" and "our" refer to the Credit Union. "Card" refers to each VISA and/or MasterCard that is issued on your account. The Card(s) must be returned or surrendered to us or our agent upon request.

**Using Your Account:** You may use your Card or Account to purchase or lease goods or services or pay amounts you owe wherever the Card is honored or transfer balances from other accounts. You may also use the Card to obtain cash loans ("Cash Advances") from any financial institution that accepts the Card or at Automated Teller Machines ("ATM") or by writing Convenience Checks. You agree to accept credits to your Account instead of cash refunds when the original Purchase was charged to your Account.

We may issue Convenience Checks to you, which may be used to access your credit line. Use of a Convenience Check will be treated as a Cash Advance in the amount on your check. Each Convenience Check will contain your Account number and may be used only by the cardholders on the Account. Each must be completed and signed by you (or either of you) in the same manner as a regular personal check. If we provide Convenience Checks for your Account, you may not use them to pay any amount you owe under your Cardholder Agreement. Checks written for more than the available line of credit or if the Account is not in good standing may not be honored.

**Obligations On Your Account:** You authorize us to pay and charge your Account for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You promise to pay us for all these Purchases and Cash Advances, plus any Finance Charges assessed on your Account and any other charges and fees that you may owe us under the terms of this Agreement. You will be obligated to pay authorized charges to your Account whether resulting from (1) actual use of your Card or Convenience Checks (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card or (3) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who is included within the definition of the term "you," above, is responsible to pay the full amount owed on the Account. We may require that you pay in full the amount owed without first asking the other person(s) to pay. All payments must be made in U.S. Dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Subject to any mandatory provisions of applicable law, we will apply your payments to the balances in your Account in whatever manner we determine. You are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone 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 you return all Cards. Your obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgments to which we are not a party, may direct you or one of the other persons responsible to pay the Account.

**Credit Line/Authorized Usage:** Your credit line is shown on the folder containing your Card. Since we may change your credit line from time to time, your credit line will appear on your monthly statement. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases and Cash Advances more than your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Cardholder Agreement. For security reasons, we may limit the number or dollar amount of Purchases, Cash Advance and/or Convenience Check transactions that may be accomplished with your Card or Account, and we may have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify payments received to your Account.

**Installment Plans Offers:** Offers are evaluated based on various factors, not all accounts or transactions will qualify. We reserve the right to make changes to the Installment Plan program. Installment Plan Offers can only be accepted on purchases that have not yet been billed to a statement. Once an installment plan offer has been accepted, you cannot modify the plan. Transactions with a promotional APR are not eligible for an Installment Plan Offer.

**Installment Plans:** Interest begins to accrue on the day after the first billing cycle with the installment transaction and continues until paid in full. Installment Number One will not display an Average Daily Balance or billed installment interest. After Installment One, installment interest bills unconditionally each cycle based on the principle balance. You cannot avoid interest on installment purchases once it begins accruing. Paying the Statement New Balance will likely payoff any billed installment balances. There is no penalty for paying your Installment Plan off early.

**Periodic Statements:** We will send a statement at the end of each monthly billing cycle in which your Account has a debit or credit balance. Among other things, your monthly statement will show your New Balance, any Finance Charge, your Credit Line and Available Credit, your Minimum Monthly Payment and the Payment Due Date. You should retain copies of sales slips and/or documentation of transactions to verify against your periodic statement.

**Minimum Monthly Payment**: If the New Balance shown on your Monthly Statement is less than $15, your Minimum Monthly Payment (due by the Payment Due Date) is your New Balance. Otherwise, the Minimum Monthly Payment for each billing cycle will be the greater of $15.00 or the total of (1) 2% of the New Balance (excluding any installment plan balances which require special payment obligations to ensure repayment of the balance over a pre-selected number of billing periods), plus (2) any amount past due, plus (3) any special payment obligations in connection with installment plan offers which require repayment of the balance over a pre-selected number of billing periods plus (4) if we so elect, any amount over your credit line at the time of billing. You may pay more than the Minimum Monthly Payment and may at any time pay the full amount you owe us.

**Interest Avoidance Balance:** Pay the Interest Avoidance Balance every month by your due date to avoid interest on non-installment plan purchases and avoid prematurely paying off your Installment Plan Balances. This amount includes (1) current statement New Balance, minus (2) Installment Plan Remaining Balance and any eligible Promotional Balances (if applicable), plus (3) monthly Installment Plan Payment amount due. It does not include disputed amounts.

**Finance Charges:** We calculate the "balance subject to Finance Charge" separately for Purchases, Cash Advances and installment plan offers.

**Method of Calculation:** Finance Charge is calculated on the average daily balances of Purchases and Cash Advances in the Account. The principal balances of Purchases and Cash Advances are determined each day during the statement period, beginning with the principal portion of your previous balances, reduced by payments you make and credit we apply and increased by Purchases and Cash Advances you make and debit adjustments we make during the statement period. The daily principal balances are totaled and divided by the number of days in the statement period, to produce separate average daily principal balances

for Purchases and Cash Advances to which the periodic rate is then applied. If we have "special" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related Periodic Finance Charges will be calculated in the same manner as described above.

**Grace Period:** For Cash Advances, we will add a Periodic Finance Charge from the day you take the Cash Advance until the day we receive payment in full. However, you have a grace period for Purchases. You will not pay a Periodic Finance Charge on current or previous Purchases if you paid your Interest Avoidance Balance in full by the Payment Due Date on your previous statement (or that balance was zero or a credit amount) and you pay your Interest Avoidance Balance in full by the Payment Due Date on your current statement.

**Non-Grace Period:** For Purchases and Cash Advances, we will add a Periodic Finance Charge from the day you take the Cash Advance or Purchase until the day we receive payment in full.

**Other Charges:** In addition to the Finance Charges discussed above, the following charges may be applicable to your Account.

**Annual Fee:** None

**Late Fee:** If we do not receive a payment from you for at least the amount of your Minimum Monthly Payment by the Payment Due Date shown on your monthly statement, we may charge you a late payment fee in the amount stated in the Table of Charges. You will only be charged one late payment fee for any Minimum Monthly Payment which is not paid by the Payment Due Date.

**Return Check Fee:** If your financial institution does not honor the check, you gave us to pay amounts you owe under this Agreement, we may charge you a return check fee in the amount stated in the Table of Charges.

**Administrative Fees:** If you request photocopies of sales slips or duplicate copies of monthly statements, or if you request replacement Cards or any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services. The present charges for such services are specified in the Table of Charges. However, if you request items such as sales slips or duplicate statements in connection with any disputed billing matter (see "Your Billing Rights" on the back panel), we will not impose a fee if a billing error is disclosed. Unless otherwise arranged between us, the annual membership fee (if any) and any late, return check, or administrative fee will be added to your Account.

**Default/Collection Costs:** Your Account will be in default and we may demand immediate payment of the entire amount you owe us without giving you prior notice if: (1) in any month we do not receive your Minimum Monthly Payment by the Payment Due Date; (2) you make Purchases or obtain Cash Advances in excess of your credit line; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become incapacitated; or (6) we believe in good faith that the payment or performance of your obligations under this Agreement is impaired for any other reason. As permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court costs and the fees of any collection agency to which we refer your Account) and, in the event we refer your Account after your default to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees for such attorney. We will not be obligated to honor any attempted use of your Account if a default has occurred, or we have determined to terminate your Account or limit your Account privileges (as discussed below).

**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 the Account as described on your credit card receipt. If you default, we will have the right of recovery any of these goods that have not been paid for.

**Pledge of Shares:** You hereby pledge your accounts and credits and any additions to such accounts and credit that you have or hereafter may have in this Credit Union as a security of any obligation to the Credit Union. This pledge is given to secure the payment of all your Account obligations to us and interest that may accrue thereon, attorney fees and costs (where federal law permits and where federal law overrides prohibition of attorney fees by state law). You hereby authorize us to apply all such monies pledged to the payment of said obligations. This pledge shall not apply to Individual Retirement Accounts, Keogh Act Accounts and accounts where the pledging of such accounts would invalidate such accounts. Any security agreement given at this time for collateral shall be signed and made a part of your file. When any additional security is needed in the future circumstances, which we do not now foresee, such additional security will be taken only with your written consent and a copy of the Security agreement will be furnished to you.

**Termination:** We may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and list your Account in warning bulletins) without notice or liability. If we ask, you must return your Cards and any unused Convenience Checks to us, cut in half. You agree that you will not try to make a Purchase or obtain a Cash Advance after you have been notified that your privilege to use your Account has been terminated. You may terminate this Agreement at any time. If you do, you must return to us all Cards and Convenience checks previously issued on the Account. If you call us, we may require that you confirm your intent to terminate in writing. Your or our termination will not affect your existing obligations under this Agreement or your liability for all charges posted to your Account prior to the time all Cards and unused Convenience Checks issued on your Account are returned to us.

**Notices:** We will send statements and any other notices to you at the address shown in our files. You promise to inform us promptly in writing of any change in your address. We may at our discretion accept address corrections from the United States Postal Service.

**Foreign Currency Transactions:** The exchange rate for international transactions will be a rate selected by VISA or MasterCard from the range of rates available in wholesale currency markets, which may vary from the rate VISA or MasterCard receives, or the government-mandated rate in effect for the applicable central processing date.

**Change in this Agreement:** We can change the terms of this agreement, including the Annual Percentage Rate and any fees at any time. We will notify you of the change. As permitted by applicable law, any change in this Agreement will become effective at the time stated in our notice and unless we state otherwise, the change will apply to all outstanding balances in your Account as well as to new transactions.

**Credit Information:** You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants and credit reporting agencies.

**Phone Calls:** In the regular course of our business we may monitor, and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees whether initiated by you or any of our employees.

**Refusal to Honor Card:** We are not responsible for refusals to honor your Card or Convenience Checks. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

**Irregular Payments and Delay in Enforcement:** We can accept late payments, partial payments, checks and money orders "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of items without losing them. The fact that we may at any time honor a Purchase or Cash Advance more than your maximum credit line does not obligate us to do so again.

**Unauthorized Use of Your Account:** If your Card, Personal Identification Number (PIN) or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify us at once. You may be liable for that unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify us. You can give us notification of the loss, theft or unauthorized use of your Account by writing to us at PO Box 1358, Bartlesville, OK 74005-1358 or verbally by calling us at 918.336.7662 or 800.897.6991. In any case, your maximum liability is $50.00. We may limit access to your Account if you have notified us or we have determined that your Card, PIN, Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

**Inquiries or Questions:** You may address any inquiries or questions which you have about your Account to us at PO Box 1358, Bartlesville, OK 74005-1358, or you may call us 918.336.7662 or 800.897.6991. If you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors (see “Your Billing Rights” below).

# Table of Charges

The Annual Percentage Rate (APR) is a Variable rate and will be disclosed on your monthly statement along with the periodic rate. The Annual Percentage Rate for new and existing balances may change the first day of January, April, July and October, or anytime during the billing cycle with appropriate notice as required by law if the rate will increase. The Annual Percentage Rate for all new and existing balances for the VISA/MasterCard program is based on the publicly quoted Prime Rate as of the first day of the calendar quarter for the quarter preceding the date of any change plus a margin that is based on your creditworthiness. The maximum APR will not exceed the rate permitted under the Federal Credit Union Act. The APR may be adjusted upward based on individual credit standings, debt to income ratio and aggregate credit score. Credit scores are reviewed bi-annually and any change in score may result in a change to your APR.

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|---|---|
| Cash Advance, Balance Transfer, Convenience Check and ATM Withdrawal Fee: | 3% of the Cash Advance Amount or $10, whichever is greater |
| Duplicate of Merchant Sales Slip: | $5.00 |
| Duplicate Copy of Monthly Billing Statement | $3.00 (Research Fee $25/hour) |
| Replacement Card (in excess of 1 per year) | $10.00 |
| Expedited Shipping of Cards: | Quoted at time of issue |
| Stop Payment Fee (Convenience Checks): | $28.00 |
| Domestic Transaction Fee | None |
| Foreign Transaction Fee | 1% of Transaction Amount (Excludes Signature Rewards Program) |
| Late Payment Fee | $28.00 (5 days past the Due Date) |
| Return Payment Fee | $28.00 |

## YOUR BILLING RIGHTS: KEEP THIS NOTICE FOR FUTURE USE

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

**NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT/BILLING AT:**
**Cardholder Services, PO Box 31112, Tampa, FL 33631-3112**
**800.654.7728**

If you think your billing statement is wrong or if you need more information about a transaction on your billing statement, write us on a separate sheet of paper and mail to the above address which is also listed on your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, however 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 unsure about.

**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 finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges and make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount owed and the date that it is due. If you fail to pay the amount, we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question on 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 RULE FOR CREDIT CARD PURCHASES**

If you are dissatisfied with the goods or services that you purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right to not pay the remaining amount due on the property or services. To use this right, all 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 the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address below. 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.

**Truity Federal Credit Union, 501 S Johnstone, PO Box 1358, Bartlesville, OK 74005-1358**
**800.897.6991, Talk2Us@TruityCU.org**

**TO REPORT A LOST OR STOLEN CARD OR OTHER ACCESS DEVICE AFTER HOURS CALL:**
**800.449.7728**