

**YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE**



P.O. BOX 1167 DAYTON, OHIO 45401-1167
LOCAL TELEPHONE: 937-223-3333 TOLL-FREE TELEPHONE: 1-800-543-2283
FAX: 1-800-223-8731
www.stdregfcu.org

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

NOTIFY US IN CASE OF ERRORS, QUESTIONS, OR PROBLEMS WITH YOUR BILL

If you have a problem with a specific charge(s) on your credit card, and you have tried in good faith to correct the problem with the merchant, please contact us immediately. Write us on a separate sheet at the address listed on your bill as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, include the following information: 1) Your name, account number, and signature 2) The transaction amount, purchase date, and merchant name 3) An explanation of why you are disputing the charge(s) 4) What steps you have taken to resolve the dispute with the merchant 5) Copies of any pertinent documentation to help prove your case, such as receipts, brochures, proofs of return, etc. If you need more information, describe the item you are not sure about.

Visa Regulations govern the entire dispute process. According to Visa Regulations, cardholders must try to remedy the problem with the merchant before contacting the cardholder's financial institution. If further documentation or clarification is needed, you will be contacted. When additional information is required, the dispute process may be delayed.

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 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 anyone we report you to that you have a question about your bill. And, we must tell anyone we report you to that the matter has been settled between us when it finally is.

**KEEP FOR YOUR RECORDS
VISA CLASSIC, GOLD, AND PLATINUM CREDIT CARD AGREEMENT AND TRUTH-IN-LENDING DISCLOSURE STATEMENT**

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 Classic, Gold, or Platinum Credit Card and any duplicates and renewals we issue. Account means your VISA Classic, Gold, or Platinum Credit Card Line of Credit Loan account with us. "We", "us", and "ours" means or refers to this Credit Union. This agreement is a Truth-in-Lending disclosure statement as well as a contract.

- 1. RESPONSIBILITY.** By signing this Agreement, you are applying to us for a VISA Classic, Gold, or Platinum Credit Card Line of Credit Loan. If we approve the loan and issue you a Card, you and any authorized user promise to repay all debts and the **FINANCE CHARGE** arising from any authorized use of the card and card account. For example, 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 return all cards. If this Agreement is signed by two persons, the Account is joint; that is, each of you, separately and jointly with each other, is liable for all debts on the Account and **FINANCE CHARGE** thereon. Your obligation to pay all such debts and **FINANCE CHARGE** thereon continues even though an agreement, divorce decree, or other court judgment to which we are not a party may direct that only one of you, or some person other than you (or both of you), must pay such debts and **FINANCE CHARGE**. Anyone who has signed the application for this card and any authorized user is responsible for the entire balance due on the account, even if no notice of a credit limit increase was sent or received; notice of credit limit increases is hereby waived.
- 2. CREDIT LIMIT.** If we approve your VISA Classic, Gold, or Platinum Credit Card Line of Credit application, we will establish a self-replenishing Line of Credit for you and notify you of the amount when we issue the card. You agree not to let the account balance exceed the approved Credit Limit. If your balance exceeds the approved Credit Limit, you agree to pay an Over-Limit Fee. Each payment you make on the account will restore your Credit Limit by the amount of the payment that is applied to principal. You may request an increase in your Credit Limit only by written application to us, which must be approved by our Credit Committee or Loan Officer. By giving you written notice our Credit Committee may reduce your Credit Limit from time to time, or with good cause, revoke your card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse reevaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The card(s) remain our property and you must recover and surrender to us all cards upon our request and/or upon termination of this Agreement.
- 3. USING THE CARD.** To make a purchase or cash advance, present the card to a participating VISA plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which will be imprinted with your card. You will receive a copy of the draft, which you should retain to verify your monthly statement. We will, upon request, furnish you with a copy of a draft and add a Document Fee (see paragraph 6) to the total New Balance on your Account. Please note that we are not responsible if a particular VISA plan merchant or financial institution refuses to honor your Card.
- 4. MONTHLY PAYMENT.** We will mail you a statement every month showing your Previous Balance, the current transactions on your account, the remaining credit available under your Credit Limit, the New Balance, the **FINANCE CHARGE** due to date, and the Minimum Payment required. Every month you must pay at least the Minimum Payment by the payment due date shown on your statement. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the New Balance in full, and you will reduce the **FINANCE CHARGE** by doing so. The Minimum Payment will be either (a) 2% of your New Balance, or \$10.00, whichever is greater plus any amounts past due or (b) your full New Balance, if less than \$10.00; provided, however, the Minimum Payment shown on your statement will also include any unpaid portions of Minimum Payment(s) shown on earlier statement(s). In addition, if at any time your total New Balance exceeds your approved credit limit, you must pay us that excess immediately. We will apply your payments in the following order: **FINANCE CHARGE**, fees, purchase advance balance, cash advance balance, and principal balance.
- 5. FINANCE CHARGE.** Your Account will be subject to a **FINANCE CHARGE** (interest) at the periodic rate of .035342% per day, which corresponds to an **ANNUAL PERCENTAGE RATE** of 12.90% for the VISA Classic Credit Card; the periodic rate of .029863% per day, which corresponds to an **ANNUAL PERCENTAGE RATE** of 10.90% for the VISA Gold Credit Card, or the periodic rate of .024384% per day, which corresponds to an **ANNUAL PERCENTAGE RATE** of 8.90% for the Visa Platinum Credit Card. The **FINANCE CHARGE** is calculated by applying the above periodic rate to the Average Daily Principal Balance. Please refer to the table on the application for more information about applicable rates and an exploration of charges and fees.

6. FEES

ANNUAL FEE. You agree to pay no Annual Fee for the use of the VISA Classic, Gold, or Platinum Card and all of its options.

OVER-LIMIT FEE. You agree that the total amount of Cash Advances and Purchases shall not exceed the maximum credit limit authorized by the Credit Union on the Account. However, if the Total New Balance on your Account at any time during the billing cycle exceed the maximum approved credit limit authorized by the Credit Union, the Credit Union has the right to assess an Over-Limit Fee of \$25.00 per billing cycle, which will be added to the Total New Balance for that Billing cycle. This fee will be charged for each billing cycle you are over your credit limit. The Credit Union may change the credit limit on an Account at any time, but the Credit Union shall not knowingly reduce the credit limit below the current outstanding balance of the Account. No Over-Limit Fee will be assessed to an Account in any month when the Credit Union has reduced the credit limit on that Account. The Credit Union does not waive any of its remedies under this agreement by charging an Over-Limit Fee.

REISSUE FEE. In the event any additional or replacement Card(s) is issued for any reason other than issuance of a renewal Card, a reissue fee of \$10.00 per card will be imposed which will be added to the Total New Balance for that Billing cycle unless a Police Report substantiates your being a victim of a crime.

DOCUMENT FEE. If a copy of any monthly statement, sales draft or similar document is provided by the Credit Union at your request (other than in connection with billing error inquiries or resolution), a document fee of \$2.00 per page of the document reproduced will be imposed which will be added to the Total New balance for the Billing cycle. If a transaction receipt is required a fee of \$10.00 will be charged and added to the Total New balance for the Billing cycle.

PROCESSING FEE. If any check or other instrument given for payment on the Account is dishonored for any reason, a processing fee of \$25.00 will be imposed and will be added to the Total New Balance for that Billing Cycle.

LATE FEE. If we do not receive at least your minimum required payment within 5 days after the closing date subsequent to the payment due date indicated on your billing statement, we will impose a late or delinquency charge of \$25.00.

BALANCE UPDATE FEE. Generally, payments made to your card are posted and updated to the Visa network daily. If you require additional updates to the Visa network, a \$5.00 fee will be imposed.

- 7. CASH ADVANCES.** In addition to using your credit card for payment of goods and services, cash advances can be made, as needed, through participating financial institutions. Present your credit card and sufficient identification. Interest or finance charges commence to accrue on the date that cash is drawn and continues to accrue until the cash advance is paid in full.
- 8. CREDITS.** If merchants who honor your Card give you a credit for returns or adjustments, they will do so by sending us a credit slip, which we will post to your Account. You should keep your copy of the credit slip to verify your monthly statement. If your credit and payments exceed what you owe us on the Account, we will credit the excess balance to your regular Credit Union Savings Account after six months. (Credits do not count as payment.)
- 9. SECURITY INTEREST.** You and any co-applicant hereby pledge, all collateral securing other loans, all savings account balances, all purchases made within this agreement and earnings held by the Credit Union, as security for any and all monies advanced under this plan and interest accrued thereon. You authorize us to apply such collateral, savings, and earning to payment of said obligation. I/We further agree to pay all usual and existing cost of collateral permitted by law.
- 10. FOREIGN TRANSACTIONS.** Purchases and cash advances you make in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the VISA operating regulations for international transactions.
- 11. ILLEGAL TRANSACTIONS.** The use of the Visa Classic, Gold, or Platinum Credit Card is prohibited when used in conjunction with any illegal transactions. Such transactions will not be honored by the Credit Union.
- 12. GAMBLING TRANSACTIONS.** The Credit Union reserves the right to decline any online gambling transactions.
- 13. LOST OR STOLEN BANKCARD.** You agree to notify us promptly, orally or in writing, if your bankcard(s) is lost or stolen. You will not be liable for fraudulent charges or unauthorized use.
- 14. EFFECT OF AGREEMENT.** This agreement is the contract that applies to all transactions on your account even though the sales, cash advances or credit slips you may sign may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice 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. DEFAULT.** The Minimum Payment shown on the statement is due when the statement is received. However, you will only be in default if you fail to make the Minimum Payment within 25 days after receipt of the statement. You will also be in default (a) if you breach any other conditions of the Agreement, (b) if we determine that your creditworthiness (which includes your ability to repay us) has become unsatisfactory due to change in employment, increase in your other obligations, delinquency in your account or exceeding your credit limit, filing Bankruptcy, or because of any other reason, or (c) in the event of your death. In the event of any default or in the event this Agreement is terminated by you or us for any reason, the entire balance on the Account becomes due and payable forthwith. You also agree that, in case of default, you will pay all usual and customary costs of collection permitted by law.
- 16. CREDIT INFORMATION.** You authorized 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 to other creditors who inquire of us about your credit standing.
- 17. CASH ADVANCE BY MACHINE.** If automated teller machines or other electronic devices are available while this Agreement remains in effect which make it possible for you to obtain a cash advance by use of your Card in such a machine, we will furnish you with a secret personal identification number. Your use of that number, together with your Card, in getting a cash advance from such a machine is agreed to constitute your signature for purposes of such cash advance. Maximum amount of cash advance is \$500.00 in any 24-hour period.
- 18. CROSS COLLATERAL.** All loans are secured by other loans, by shares, and/or by certificates (but excluding Individual Retirement Trust of Keogh Plan).
- 19. RECORD KEEPING.** You hereby agree that we may keep the portion of this Agreement that bears your signature so that we can comply with federal and/or state law relating to loan documents we are required to keep in our files.
- 20. CHANGE OF ADDRESS.** You must give us at least 20 days' written notice prior to a Billing Date of any change in your mailing address if we are to mail your billing statement to your new address in a timely manner. Notify us by writing to the address shown on the top of your statement.
- 21. APPLICABLE LAW.** This Agreement, except to the extent that federal law is applicable, shall be governed by the laws of the State of Ohio. If any term of this Agreement is determined to be unenforceable by a court, the remaining terms will remain in effect.