

# AMERICA'S FIRST FEDERAL CREDIT UNION CREDIT CARD AGREEMENT

## Visa® Indie Credit Card Agreement

In this Agreement the words "you" and "your" means each person responsible for paying this Account. "Card" means the Visa INDIE CREDIT CARD and any duplicates or renewals we issue. "Account" means your Visa INDIE Credit Card Account with us. "We," "us" and "our" means America's First Federal Credit Union, its successors and assigns.

1. **RESPONSIBILITY.** You agree to be jointly and severally bound by all terms and conditions in this Agreement and on the Card if you use your Card or permit others to do so including convenience checks that we may provide to you. You promise to repay all purchases and cash advances which are posted to your account. You also promise to pay all finance charges, fees, including an Annual Fee if applicable to your account and other charges assessed on your Account or under this Agreement. Your payments must be in U.S. Dollars from a U.S. financial institution. You will pay no less than the minimum monthly payment as indicated on your statement each month. If you make extra or larger payments, you are still required to make at least the minimum monthly payment each month that your account has a balance. The minimum monthly payment for your account shall be the greater of 2% of your outstanding balance or \$10.00.

2. **LOST CARD NOTIFICATION.** If you believe the Card has been lost or stolen, you will immediately call us at 1-800-325-3678. Twenty Four hours a day. Seven days a week.

3. **AUTHORIZED AND UNAUTHORIZED USE OF THE CARD.** You may use your card to obtain cash advances or purchases. You will be jointly and severally liable for all authorized use of your Card, for all credit extended by us in connection with your Card, regardless of your credit limit. You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft or possible unauthorized use in a timely manner. In any case, your liability will not exceed \$50.00. You agree to assist us in ascertaining the facts and circumstances relating to any unauthorized use of the Card. You may not use the Card for any illegal or unlawful transaction, including but not limited to internet gambling, and we may decline to authorize any transaction that we believe to be unlawful. The use of the Card to perform an illegal transaction is a condition of default and we may terminate your right to use the account and you agree to indemnify us for any losses suffered as a result of the illegal activity.

4. **CREDIT INFORMATION.** You authorize us to investigate your creditworthiness when opening, renewing or reviewing your Account. Upon our request, you agree to update any credit information you have previously furnished us. You also authorize us to request and provide information concerning your credit history from and to other creditors and credit reporting agencies.

5. **CREDIT LIMIT.** A credit limit will be assigned to you by us and will be determined by the information submitted on your credit application, and by other credit information received by us. You may not allow the balance of your account to exceed the approved credit limit. We may in our discretion, allow advances from your account in excess of your credit limit, and these advances are subject to all the provisions of this Agreement. You agree to repay any amount over your credit limit immediately upon demand. The credit limit applicable to your account will be disclosed on each monthly statement and is subject to change without notice to you.

6. **SURRENDER OF CARD.** The Credit Card remains the property of the Credit Union. Notwithstanding the expiration date on the Credit Card, your right to use the Credit Card may be cancelled or terminated for any reason. You must surrender the Card immediately to us or to our agent upon demand.

7. **FINANCE CHARGE.** If you have a zero purchase balance at the beginning of the statement cycle you can avoid a finance charge on purchases billed during the cycle by paying the new balance of Purchases within 25 days of the statement closing date. Otherwise, purchases will be subject to a finance charge from the date they are posted to the account. Finance charges are calculated at

the periodic rate and Annual Percentage Rate disclosed to you on the average daily balance of purchases and cash advances posted to your account. Any finance charge we add to your Account is the amount payable as a condition of credit. Finance charges do not include (1) fees for participation or membership in the card program, (2) fees for late payments, (3) if you agree, fees for exceeding your credit limit, or (4) any other fees applicable to your account including the failure to comply with the terms and conditions of your account. Except for the Grace Period for purchases or minimum finance charge described in your Truth in Lending disclosure, you are charged finance charges each month for any part of the credit that was extended to you that remains unpaid as of the statement date. A finance charge is imposed on cash advances from the day they are posted to your account. You can pay all or any part of your Account balance at any time without any prepayment penalty.

8. **DEFAULT.** You will be in default if you exceed your line of credit, fail to pay any sum when it is due, die, file a petition in Bankruptcy Court or become insolvent, or if you fail to comply with any of the terms or conditions of this Agreement. If we, for good cause, should deem ourselves insecure, then we may without prior notice and in our sole discretion, do any or all of the following: (1) terminate this Agreement and revoke your right to use the Card, (2) declare the entire balance of your Account due and payable, (3) refuse to honor further Card transactions, or (4) apply any shares or other property you have pledged as security for this Agreement against the amount you owe under this Agreement.

9. **MISCELLANEOUS.** You agree to notify us in writing of any change in your name, address or employment. You agree not to permit the use of the Card if you know that credit privileges have been terminated or suspended. You will notify us immediately if you believe any unauthorized use of the Card has or may have occurred, and you will assist us in any related investigation. You will notify us immediately upon the loss or theft of the Card. Neither we nor any of our processors, agents or servants are responsible if anyone refuses to honor the Card. This Agreement and all transactions made pursuant hereto shall be governed by the laws of the State of Alabama except as preempted by the laws of the United States. If there is any conflict between the provisions of this Agreement and those of any sales draft, cash advance slip or other documents you sign or authenticate in connection with the use of the Card, the provisions of the Agreement shall control. If more than one person signed your Card Agreement, they are also bound hereunder. No delay by us in exercising any of our rights under this Agreement will be a waiver of that right or any other right.

10. **CHANGE IN TERMS.** We may change any term or part of the Credit Card Agreement, allowed by law, including finance charges, rates, fees, or method of computing any balance upon which the finance charge is assessed by sending you written notice as required by law. Any such changes will only apply to new charges made after that date. If you do not agree to the change in terms, you must notify us in writing before the effective date of the Change in Terms that is provided to you to the address provided in the notice of change, and your account will be closed to additional transactions and you must pay us the balance that you owe us under the existing terms of the unchanged Credit Card Agreement. Otherwise, you will have agreed to the change in the notice. Use of the Credit Card after the effective date of the change shall be deemed acceptance of the new terms as to such effective date, even if you had previously notified us that you did not agree with the change.

11. **TERMINATION.** Subject to applicable laws and regulations, we may, in our sole discretion, terminate this Agreement and your right to use your Card at any time. You may terminate this Agreement with respect to future transactions, but you will remain liable for payment of all amounts due under this Agreement prior to the termination.

12. **FOREIGN TRANSACTIONS.** If you make a transaction in a foreign currency, it will be converted into a U.S. Dollar amount. The exchange rate for transactions in a foreign currency will be a rate selected by Visa from the range of rates

available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa receives, or the government mandated rate in effect for the applicable central processing date, plus 1%.

13. SECURITY INTEREST. To secure your account, you hereby pledge all shares and/or deposits including amounts in draft accounts and payments and earnings thereon which you now or hereafter may have with us, whether held individually, jointly or in trust, as security for any and all amounts owed by the use of your Card and any interest or fees accrued thereon. Upon default, you authorize us to take what you owe us out of any deposit accounts (except Individual Retirement Accounts) you have with us.

14. LIMITATIONS ON USE OF YOUR CARD. Payments of \$5,000.00 or more will result in a five-day delay before any additional credit limit is made available for subsequent purchases or cash advances. There is a daily limit of \$10,000.00 for purchases and a daily limit of \$5,000.00 for cash advances if allowed by your credit limit.

15. NOTICES. Except as otherwise provided in the Agreement, all notices are to be given in writing. All notices given by us to you shall be deemed given when deposited in the United States Mail, first class postage prepaid, and addressed

to the last known address in our records of the Account Holder whose name appears first on your Credit Card Agreement. All notices to us by you shall be deemed given when we receive them.

16. REWARDS PROGRAMS. If your account has a Rewards program, you will receive information separately about the terms and conditions of any such program and how you may view and redeem your Rewards.

17. COLLECTION COSTS & ATTORNEY FEES. You agree to pay all cost of collecting the amount you owe under this Agreement including a reasonable attorney's fee if the unpaid balance exceeds \$300.00 and the matter is referred to an attorney who is not a salaried employee of the Credit Union.

18. TRUTH IN LENDING DISCLOSURE. The additional terms and conditions that appear in the Truth in Lending Disclosure provided to you are incorporated herein and made a part of this agreement.

19. INVALIDITY OF PROVISIONS AND CAPTIONS. If any provision of this Agreement is deemed to be invalid the remaining provisions will remain in full force and effect. The paragraph headings are for convenience only and do not form a part of this Agreement.

**Important information concerning your rights and our responsibilities is printed on the next page.**

Visa Rev.08/2014

## **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:

America's First Federal Credit Union

P.O. Box 11349

Birmingham, Alabama 35202

You may also contact us on the Web at: [www.amfirst.org](http://www.amfirst.org)

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 or electronically. 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 your 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 that 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 correct.

### **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 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 or electronically at:

America's First Federal Credit Union

P.O. Box 11349

Birmingham, Alabama 35202

[www.amfirst.org](http://www.amfirst.org)

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.

**Toll Free: 1-800-633-8431, ext. 4170**

**Local: 205-320-4170**