



FREEDOM FEDERAL CREDIT UNION

Harford County's Better Way to Bank

CREDIT CARD AGREEMENT AND DISCLOSURE

THIS IS YOUR CREDIT CARD AGREEMENT AND IT INCLUDES NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, VISA® CLASSIC AND VISA PLATINUM AGREEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR VISA CLASSIC AND VISA PLATINUM CREDIT CARDS, AND/OR ANY OTHER ACCOUNT ACCESS DEVICE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

In this Agreement the reference to "We," "Us," "Our" and "Credit Union" mean FREEDOM FEDERAL CREDIT UNION. The words "You" and "Your" mean each person accepting this Agreement. If this is a joint Account, read singular pronouns in the plural. The words "Card" and "Credit Card" mean any Visa® Classic or Visa® Platinum Credit Card issued to You by Us and any duplicate or renewals.

You understand that the following terms and conditions found herein constitute Our Agreement with You.

PROMISE TO PAY. Your Account may be accessible through a variety of means, which could include advance request forms, vouchers, checks, charge slips, convenience checks, Credit Cards, and the like. Regardless of the access means, You promise to pay Us all amounts charged to Your Account, with actual, apparent, or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

JOINT ACCOUNTS. Each Borrower will be responsible, jointly and severally, for the repayment of any amounts owed. If any Account access device, such as a Personal Identification Number (PIN), is requested and approved, You understand that any such Account access device(s) will be mailed only to the primary Borrower at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

USE OF YOUR CARD. You may use Your Card to buy goods and services in any place that it is honored and to get cash advances at participating financial institutions. You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law. You further agree not to use Your Card to pay any obligation You owe the Credit Union.

OWNERSHIP. Your Card remains Our property and may be cancelled by Us at any time without notice. You agree to surrender Your Card and to discontinue its use immediately upon Our request.

ISSUANCE OF A PERSONAL IDENTIFICATION NUMBER. We will issue, upon Your request, a Personal Identification Number (PIN) for use with participating Automated Teller Machines (ATMs). This PIN is confidential and should not be disclosed to anyone. You may use your PIN to access Your Account and all sums advanced will be added to Your Account balance. In the event a use of Your PIN constitutes an Electronic Funds Transfer, the terms and conditions of Your Electronic Funds Transfer Agreement may also affect Your rights.

SECURITY: Collateral (other than household goods or any dwelling) given as security under this Agreement or for any other loan You may have with Us will secure all amounts You owe Us now and in the future. You pledge as security for this account shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with us now and in the future. If a specific dollar amount is pledged, we will freeze shares in that account to the extent of the credit limit assigned. Otherwise, Your pledged shares may be withdrawn unless you are in default. **Statutory Lien –** If you are in default on a financial obligation to us, federal law gives us the right to apply the balance of shares and dividends in all individual and joint accounts you have with us to satisfy that obligation. After You are in default, we may exercise this right without further notice to You. **The statutory lien and/or Your pledge will allow us to apply the funds in Your account(s) to what You owe when You are in default.** The statutory lien and Your pledge do not apply to any Individual retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

LINE OF CREDIT LIMITS. You will be notified of each specific Credit Limit for transactions made under Your Account. Unless You are in default, any Credit Limits established for You will generally be self-replenishing as You make payments.

You will keep Your unpaid balance within Your Credit Limit and by Us, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advances which caused You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit. You will have no credit available during any time that any aspect of Your Account is in default.

FINANCE CHARGES. In the case of any Credit Card transactions under Your Visa Classic or Visa Platinum Account, the balances subject to the periodic Finance Charge are the average daily transactions balances outstanding during the month (new and previous). To get the average daily balance, We take the beginning balance of Your Account each day, add any new purchases, cash advances, insurance premiums, debit adjustments or other charges and subtract any payments, credits and unpaid Finance Charges. This gives Us the daily balance. Then, We add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for a billing cycle is computed by multiplying the average daily balance subject to a Finance Charge by the Monthly Periodic Rate.

You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month within 25 days of Your statement closing date. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to Your Account, will be subject to a Finance Charge. Cash advances are always subject to a Finance Charge from the later of the date they are posted to Your Account or from the first day of the billing cycle in which the cash advance is posted to Your Account.

MINIMUM MONTHLY PAYMENTS (PAYMENT SCHEDULE).

Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay at any time without penalty. You also understand that You will only be charged periodic Finance Charges to the date You repay Your entire balance. You may make larger payments without penalty. Any partial payment or prepayment will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States. As permitted by law, the order in which We may apply Visa payments is at Our discretion.

Any unpaid portion of the Finance Charge will be paid by subsequent payments and will not be added to Your principal balance. You understand that any delay in the repayment of Your unpaid balance will increase Your periodic Finance Charges and any acceleration in the repayment of Your unpaid balance will decrease Your periodic Finance Charges.

Visa Classic and Visa Platinum Minimum Monthly Payments will be an amount equal to 2.00% of Your new unpaid Visa Classic or Visa Platinum balance at the end of each billing cycle, subject to the lesser of \$20.00 or Your balance, plus any portion of the Minimum Payments shown on prior statement(s) which remains unpaid, plus any amount that exceeds Your Credit Limit.

You may, by separate agreement, authorize Us to charge Your payment directly to Your Share or Checking Account.

LATE CHARGE. If Your payment is more than 15 days late You will be charged \$30.

OTHER FEES AND CHARGES. You will be charged the following fees associated with the use of Your Card: (a) \$30 for each check (or other negotiable instrument) returned unpaid; and (b) \$6.00 for each replacement Card; (c) a cash advance fee of \$2.00; and (d) an inactivity fee of \$25.00.

PERIODIC STATEMENTS. On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. If We have issued You a Credit Card, We will mail You a statement each month in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. Each statement is deemed to be a correct statement of account unless You establish a billing error pursuant to the Federal Truth-In-Lending Act.

OUR RESPONSIBILITIES TO HONOR CONVENIENCE CHECKS. We are under no obligation to honor Your Convenience Checks, if: (1) by paying a Convenience Check, You would exceed Your Credit Limit; (2) Your Cards or Convenience Checks have been reported lost or stolen; (3) Your Account has been cancelled or has expired; (4) Your Convenience Check is being used for payment of any obligation You owe the Credit Union. If a postdated Convenience Check is paid and, as a result, any other Convenience Check is returned unpaid, We are not responsible for any resulting loss or liability.

DEFAULT. You will be in default if:

- (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or
- (b) You should die, become involved in any insolvency, receivership or custodial proceeding brought by or against You; or
- (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or

- (d) A judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or
- (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is under or soon will be impaired, time being of the very essence.

Upon any occurrence of default, We may, to the extent permitted by law, cancel Your rights under this Agreement, require the return of all access devices, and declare the entire balance of Your Account immediately due and payable, without prior notice or demand.

COLLECTION COSTS. In the event collection efforts are required to obtain payment on this Account, to the extent permitted by law, You agree to pay all court costs, private process service fees, investigation fees or other costs incurred in collection and reasonable attorney fees incurred in the course of collecting any amounts owed under this Agreement.

ENFORCEMENT. We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments or any other payment, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

NOTIFICATION OF ADDRESS CHANGE. You will notify Us promptly if You move or otherwise have a change of address.

CHANGE IN TERMS. We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-in-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

INTEGRATED DOCUMENTS. Any separate sheet of paper labeled "Additional Disclosure - Federal Truth-in-Lending Act," which is delivered together with this Agreement or at a later date becomes an integrated part of this Agreement.

CONSENT TO AGREEMENT. You acknowledge receipt of a copy of this Agreement. By signing the application; or by using Your Account or any Account access device; or by authorizing another to use Your Account, You agree to and accept its terms.

EFFECT OF AGREEMENT. Even though the sales, cash advance, credit, or other slips, You may sign or receive when using Your Card contain terms, this Agreement is the contract, which solely applies to all transactions involving the Card.

UNAUTHORIZED USE. You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us of the loss, theft, or possible unauthorized use by calling Us at (800) 449-7728 or by writing to Us at the address shown in this Agreement. In any case, Your liability will not exceed \$50.

REFUSAL TO HONOR CARDS OR CONVENIENCE CHECKS. We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Cards or Convenience Checks, or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of the Cards or Convenience Checks.

FOREIGN TRANSACTIONS. Purchases and cash advances made in foreign countries and foreign currencies will be billed to You in U.S. Dollars. The conversion rate to dollars will be at (a) 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 itself receives, (b) the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer.

TRANSACTION SLIPS. Your monthly statement will identify that merchant, electronic terminal, or financial institution at which transactions were made, but sales, cash advances, credit, or other slips cannot be returned with the statement.

LOST CARDS OR CONVENIENCE CHECKS. To report lost or stolen Credit Cards or Convenience Checks, You will immediately call Us at (800) 449-7728 or write to Us at the address shown in this Agreement.

CREDITS. If a merchant who honors Your Card gives You credit for returns or adjustments, they will do so by sending Us a slip which will be posted to Your Account. If Your credits and payments exceed what You owe Us, We will hold and apply this credit against future purchases and cash advances, or if it is \$1.00 or more refund it on Your written request or automatically deposit it to Your Share Account after six months.

UPDATING AND DISCLOSING FINANCIAL INFORMATION. You will provide facts to up-date information contained in Your original Account application or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing, and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, a prospective employer or insurer, or a state or federal licensing agency having any apparent legitimate business need for such information.

TERMINATION. Either You or We may cancel Your Account, at any time, whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of this Agreement.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the State of Maryland except to the extent that such laws are inconsistent with controlling Federal law.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about Your rights and Our responsibilities under the Federal Truth In-Lending Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT

If You think Your statement is wrong, or if You need more information about a transaction on Your statement, write Us on a separate sheet, at Our address shown in this Agreement. Write to Us as soon as possible. We must hear from You no later than 60 days after We sent You the first statement on which the error or problem appeared. You can telephone Us, but doing so will not preserve Your rights.

In Your letter, give Us the following information:

- Your Name and Account number.
- 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 not sure about.

If You have authorized Us to pay Your bill automatically from Your Share or Checking Account, You can stop the payment on any amount You think is wrong. To stop the payment, Your letter must reach Us three business days before the automatic payment is scheduled to occur.

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 statement is 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 statement that are not in question.

If We find that We made a mistake on Your statement, 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 10 days telling Us that You still refuse to pay, We must tell anyone We reported You to that You have a question about Your statement and, We must tell You the name of anyone We reported You to. We must tell anyone We reported 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 statement is correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES

If You have a problem with the quality of property or services that You purchased with a 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 property or services. There are two limitations on this right:

- a. You must have made the purchase in Your home state, or if not, within Your home state, within 100 miles of Your current mailing address; and
- b. The purchase price must have been more than \$50.

These limitations do not apply if We own or operate the merchant, or if We mailed You the advertisement for the property or services.

CURewards PROGRAM RULES

CURewards Reward Yourself Program is for Freedom's Platinum and Classic Visa cardholders only. The following rules apply only to the program as offered to these cardholders. There is no annual fee to participate in this program.

Every dollar in qualifying purchases, net of returns, "participants" charge to their credit card account eligible in this rewards program earns participants one point as provided in these rules. No points are earned for finance charges, fees, cash advances, convenience checks, foreign transaction currency conversion changes or insurance charges posted to their account. Charges or transactions may be added to or removed from the above lists of eligible charges and transactions from time to time at the sole discretion of the program provider. Any questions as to what constitutes as an eligible charge shall be resolved at the sole discretion of the program provider. Points for this program begin to accumulate with purchases participants make beginning on the first day of the billing cycle in which their program begins and ending on the last day of the last billing cycle of the announced duration of

their program. Points earned from net purchases and point adjustments made between billing cycles will be deemed as earned after being posted to participant's next monthly card statement.

Points can be used to order the gift/travel awards described in the current brochure or on the program's Web site. Participants may select gift/travel awards from any level, subject to availability, as long as participant has the necessary number of points posted to their account as of their previous month's account statement. Point requirements assigned to any award are subject to change from time to time without notice, and gift/travel awards may be substituted at any time.

Gifts will be shipped via a parcel delivery service or by the U.S Postal Service and should arrive in four to six weeks after the order is received, otherwise, the participant will receive an acknowledgement stating the anticipated delivery date, except as noted on items shipped directly from the manufacturer. There will be no charge for standard delivery. Shipments cannot be made to a post office box or outside the 50 United States and its territories. No international shipments are permitted. A street address and home phone number are required to accept an order. A product that is received damaged or defective may be returned to the shipper within 10 days of receipt for replacement. All parts, instructions, warranty cards and original packaging materials must be returned with the product. Be sure to note any exceptions, damages or shortages on the delivery receipt before signing to accept freight shipment delivery from the carrier. The merchandise offered in this program may be subject to standard manufacturer's warranties. Warranty claims must be directed to the manufacturer.

Points have no cash value. Points in this program cannot be exchanged for cash or credit, cannot be combined with cash to obtain gift/travel awards, cannot be earned from or transferred to or combined with any other credit card account's points for redemption. The participant's periodic statement will normally include the number of points earned subject to adjustment provided for in these rules. Points will be deducted from the total points available for redemption for any returns or credits reflected on the credit card account billing statement. The participant's credit card account may be charged for the actual cash difference between the cost of the award redeemed and the net value of the actual points available for redemption in the event the participant redeems unearned points. Accounts must be open (not cancelled or terminated by either party) at time of redemption. Awards are not available when the cardholder is in default under the card agreement. The sponsoring credit union reserves the right to suspend the cardholder's participation in the program until the account is in good standing.

Unused points will expire at the end of the fifth calendar year. Points may be forfeited due to rules violations. This program is void where prohibited or restricted by law. Participant is responsible for any federal, state, or local income or other taxes or gratuities, if applicable.

Certain restrictions may apply to travel certificates, tickets and documents. Travel certificates, tickets and documents are not exchangeable, refundable, transferable or redeemable for cash. All travel certificates, tickets and documents will be mailed first-class U.S. mail and will not be replaceable in the event of loss, destruction or theft. Participant may request travel certificates, tickets and documents to be delivered by overnight carrier and agrees to pay the associated additional delivery fees by credit card. The participant's use of their credit cards following receipt of these rules will indicate their agreement to comply with and abide by these rules.

The program provider or sponsoring credit union reserves the right to terminate the programs or portions thereof at any time without restriction or penalty. This means that regardless of a participant's level of activity in the program, the ability to accumulate points or claim awards can be terminated with or without prior notice. All travel awards are subject to specific terms and conditions. Airline reservations must be made 21 days in advance of travel, require a Saturday night stay, and may have restrictions, blackout dates, exclusions and are subject to availability. The program reserves the right to book all airline tickets on the carrier with the lowest available fare for the round trip between the cities requested. Certificates have no value except when used under the terms and conditions accompanying them. The program provider may amend the terms and conditions of any travel offer at any time. Certificates and tickets issued for airline travel must be issued in the same name if the redeeming credit card account holder or a member of their immediate family. A complete list of terms and conditions is available on the program's Web site or from your sponsoring credit union. The program is not responsible for the performance of the airlines or ticketed transportation. All reservations are made subject to the conditions of carriage, supply or business of the party providing the service, which include exclusions and limitations of the liability.

Airline tickets are not refundable nor may they be returned to the program for a credit of points to the original account. They are non-changeable unless permitted by the airline issuing the ticket. Fees that apply due to permitted changes by the airline are the responsibility of the traveler. Enroute stopovers are not permitted unless they are to make direct connections within the carrier's rules. Air travel must be all on the same airline. Minimum or maximum stays required by the carrier may apply.

Issuance of some travel certificates does not constitute a reservation. In such cases the certificate holder is responsible for making all reservations with the company that issues the certificate. Every effort has been made to ensure that the information in the program's communication is accurate. The program is not responsible for errors or omissions and reserves the right to correct such errors at any time, even if it affects a pending award redemption order. Some sponsoring credit unions of the CURewards program may choose to add local additional rules and program opportunities. Please inquire with your sponsoring credit union to see if such are applicable to your participation in the program. A complete list of program rules is available at the program's Web site or from your sponsoring credit union.



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