



## DISCLOSURE STATEMENT AND AGREEMENT

### FOR VISA® PLATINUM PREMIER, VISA® PLATINUM BASIC, VISA® SIGNATURE AND VISA® PLATINUM SECURED

In this Agreement, the words "you" and "your" mean each and all of those who apply for the card and accept this Agreement. "Card" means the VISA Credit Card and any duplicates and renewals we issue to access the VISA Line of Credit account with us. The word "PIN" means Personal Identification Number issued by us for use to access the VISA Line of Credit "Account" with us. "We", "us", "our" and "ANDREWS FEDERAL" mean Andrews Federal Credit Union. "VISA Check" means the VISA checks we issue to access the VISA Line of Credit account with us.

**1. ACCEPTANCE OF CARDHOLDER AGREEMENT AND USE OF CARD AND VISA CHECKS.** When you accept or use our Card or VISA Checks, or if you use a Card or VISA Check issued under an Account we hold, you agree to the terms in this Agreement. You must sign your Card before you can use it. All Cards issued to you remain our property and must be returned to us upon request. You may use your Card to purchase or lease goods or to purchase services ("Purchases") from a participating VISA plan merchant. You may also obtain loans ("Cash Advances") from us or any financial institution that accepts the Card. To make a Purchase or obtain a Cash Advance, you may use any of the following procedures. First, you may 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 or part or all of your Card number. As an alternative, you may complete the transaction by using your Personal Identification Number (PIN) when required in conjunction with the Card in an Automated Teller Machine or other type of electronic terminal that provides access to the VISA system. You may transfer balances from other creditors by contacting us. You also may use VISA Checks that we may issue to you. You may use the VISA Checks to obtain a Cash Advance or make Purchases up to your available Credit Line. VISA Checks may be used like any other check; however, you agree not to make any payment on your Account with a VISA Check. All VISA Checks will be treated as Cash Advances for the purpose of computing FINANCE CHARGES.

Your Account may be used for lawful transactions only. You agree that use of your Card and/or VISA Checks for illegal transactions (including, but not limited to, unlawful gambling) will be deemed a default and/or breach of this Agreement and may result in the termination of your Account and other actions stated in the "Default" provisions of this Agreement.

If you use your Account for illegal transactions, you waive any right to sue ANDREWS FEDERAL for such illegal transactions or any activity directly or indirectly related to it. Additionally, you agree to indemnify and hold us harmless from any suits or other legal action or liability, directly or indirectly, relating from such illegal transactions.

**2. RESPONSIBILITY.** You promise to pay us the total amount of each Purchase and Cash Advance resulting from the use of the Card, VISA Checks, or your Account, plus any finance charge and other charges due under the terms of this Agreement. All payments must be made in U.S. Dollars and delivered or mailed to us at the address shown on your periodic statement. For example, you are responsible for charges made by yourself, as well as charges made by joint users. You are also responsible for charges made by anyone else to whom you give the Card and/or VISA Check, and this responsibility continues until you recover the Card and/or VISA Check and all charges are paid. Your obligations to pay the Account balance continue even though an agreement, divorce decree, or other court judgment to which we are not a party, may direct a joint user or any other person responsible under this Agreement to pay the Account. Any person using the Card and/or VISA Check is jointly and severally responsible with you for charges he or she makes, but if that person signs a Card he or she becomes a party to this Agreement and is also jointly and severally responsible for all charges on the Account, including yours.

**3. LIABILITY FOR UNAUTHORIZED USE.** As provided from time to time in VISA's Operation Regulations, when a transaction is processed through the VISA network, you will not be liable for unauthorized use of your Card or VISA checks unless you were grossly negligent in the handling of your Account or Card. You may be liable for unauthorized use of your Card or VISA Checks when the transaction is not processed through the VISA network, like at ATMs or other non-VISA branded transactions when a PIN is required and in all cases when you were grossly negligent in the handling of your Account or Card but in any event, your liability will not exceed \$50.00. Also, you will not be liable for unauthorized use of your Card or VISA Checks that occurs after you notify us by telephone or in writing as indicated below. In all cases, immediately upon learning of the loss, theft or possible unauthorized use of your Card and/or VISA Checks, you agree to notify us by calling 1-800-449-7728 during regular business hours, weekends, holidays, or after Credit Union hours; or by writing to: Andrews Federal Credit Union, 5711 Allentown Road, Suitland, Maryland 20746 (Attention: Operations Department). You agree to give us your complete cooperation in our efforts to recover any stolen Card and/or VISA Check and amounts due from unauthorized users and to have unauthorized users prosecuted.

**4. CREDIT LINE.** Upon approval of your application, a self-replenishing Line of Credit will be established for you up to the enclosed credit limit. You agree not to let the Account balance exceed this approved Credit Line. Each payment you make on the Account will restore your Credit Line by the amount of the payment which is applied to the principal. You may request an increase in your Credit Line by application to us, which must be approved by us. By giving you written notice, we may reduce your Credit Line from time to time. We can honor Purchases or Cash Advances in excess of your approved Credit Line at any time, but the decision is up to us. If we do so, this Agreement will cover those Purchases and Cash Advances and you agree to pay us the amount in excess of your approved Credit Line immediately. If you write a VISA Check that would exceed your approved Credit Line, we either may return the check to the payee without payment or honor the check and demand payment from you of the excess amount. When demanded, you immediately will repay the excess amount. You agree that we are not liable to you for any VISA Check returned.

**5. CLOSING YOUR ACCOUNT.** You may close your Account any time in person, by telephone or by notifying us in writing. Notice by any one of you is effective to close your Account for all of you. If you close your Account, you will still be required to pay any amounts you owe us, including Purchases, other charges, and Cash Advances that have not been billed to you yet. If someone else is authorized to use your Account and you want to end that person's privilege, you must let us know in writing and we have a reasonable opportunity to act on that notice before transactions by that person shall be deemed "unauthorized." If he or she has a Card or VISA Check, you must return the Card and VISA Checks with your written notice. If you are unable to return that person's Card and VISA Checks, we will close the Account and both you and the authorized user of your Account may apply for a new Account. If we close the Account, you and the authorized user will still be liable, individually and together, for all amounts charged to your Account.

Except where specific notice is required by law, we can cancel your Account any time by telephone or by writing to you at the address shown on our billing records. You will still be required to pay any amounts you owe us, including Purchases, other charges, and Cash Advances that have not been billed to you yet. You are also required to return all Cards and VISA Checks to us.

**6. CREDIT INFORMATION.** You authorize us to investigate your credit starting when opening, renewing, or reviewing your Account, and you authorize us to disclose information regarding your Account to credit bureaus and other creditors who inquire of us about your credit standing to the extent

authorized in our bylaws or by federal or state law. You will furnish us promptly on request from time to time updated information regarding your financial condition.

7. MONTHLY PAYMENT. We will mail you a statement every month showing your Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. You may of course, pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce or eliminate the FINANCE CHARGE by doing so. On a Visa Platinum Premier and Visa Signature Card, the Minimum Payment will be either (a) 2% of your Total New Balance, or \$15.00, whichever is greater, or (b) your Total New Balance, if it is less than \$15.00. On a Visa Platinum Basic or Visa Platinum Secured card, the Minimum Payment will be either (a) 3% of your Total New Balance, or \$15.00, whichever is greater, or (b) your Total New Balance if it is less than \$15.00. The Minimum Payment will be rounded off to the next whole dollar.

Payments made to your Account will be applied in the following order: Payments in excess of the Minimum Payment Due will be applied in accordance with the law and payments equal to or less than the Minimum Payment Due will be applied at our discretion. All communications to ANDREWS FEDERAL concerning disputed debts, including a check or other instrument sent by you in full satisfaction of your indebtedness, must be sent to: Andrews Federal Credit Union, 5711 Allentown Road, Suitland, Maryland 20746 (Attention: Operations Department). For ACH (automatic clearing house) payment in full, the payoff balance is calculated on the previous month's ending balance less current cycle payments.

8. FINANCE CHARGES ON PURCHASES. No FINANCE CHARGE will be charged on Purchases if you pay the entire New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the amount of any Purchase will bear FINANCE CHARGES from the date it is posted to your Account.

On each billing date, we figure the FINANCE CHARGE on your Purchases by applying the "Current Monthly Periodic Rate" to the "Average Daily Purchases Balance." To get the Average Daily Purchases Balance we take the beginning Purchases Balance each day, subtract any payments or credits, and add new Purchases and other charges provided for in this Agreement. We do not include unpaid FINANCE CHARGES. This gives us the "Daily Purchases Balance." Then, we add all the Daily Purchases Balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the Average Daily Purchases Balance.

9. FINANCE CHARGES ON CASH ADVANCES. On each billing date, we figure the FINANCE CHARGE on your Cash Advances by applying the Current Monthly Periodic Rate to the "Average Daily Cash Advance Balance." A Cash Advance will bear FINANCE CHARGES from the transaction date. To get the Average Daily Cash Advance Balance, we take the beginning Cash Advance Balance each day, add new advances and subtract any payments or credits. We do not include unpaid FINANCE CHARGES. This gives us the Daily Cash Advance Balance. Then, we add together all the Daily Cash Advance Balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Cash Advance Balance.

10. FINANCE CHARGES. On Visa Platinum Premier, Visa Signature or Basic, the ANNUAL PERCENTAGE RATE (APR) will increase or decrease as the Prime Rate (as defined below) in effect on the 1st of December each year (the Index) increases or decreases. Any increase or decrease in the Index and resulting change to your ANNUAL PERCENTAGE RATE will be effective as of the 1st day of your next billing cycle and will apply: (a) to all Purchases, Balance Transfers and Cash Advances made on or after the effective date and (b) to any prior account balance outstanding as of the effective date. In this way, the ANNUAL PERCENTAGE RATE will not increase more than once a year. The ANNUAL PERCENTAGE RATE (the standard rate) for purchases, balance transfers and cash advances are shown on the enclosed Credit and Fee Disclosure that is part of this Agreement. For Visa Platinum Premier, this standard rate is determined by adding a margin of 4.74%, 8.74% or 11.74% to the Index. For Visa Signature, this standard rate is determined by adding a margin of 2.74% to the Index. For Visa Platinum Basic, this standard rate is determined by adding a margin of 18.0% to the Index. The rate on the account will not exceed 18.0% APR. Each increase and decrease may have the effect of increasing or decreasing your Minimum Payment.

On Visa Platinum Secured, the ANNUAL PERCENTAGE RATE will increase or decrease as the Prime Rate (as defined below) in effect on the 15th of December, March, June and September each year (the Index) increases or decreases. Any increase or decrease in the Index and resulting change to your ANNUAL PERCENTAGE RATE will be effective as of the 1st day of your new billing cycle in the month immediately following a change in the Index (that is, as of the 1st day of your new billing cycle that begins in January, April, July and October (called, respectively the "Effective Date")) and will apply: (a) to all Purchases, Balance Transfers and Cash Advances made on or after the effective date and (b) to any prior account balance outstanding as of the effective date. In this way, the ANNUAL PERCENTAGE RATE will not increase more than four times a year. The ANNUAL PERCENTAGE RATE (the standard rate) for purchases, balance transfers and cash advances are shown on the enclosed Credit and Fee Disclosure that is part of this Agreement. For Visa Platinum Secured this standard rate is determined by adding a margin of 11.25% to the Index. The rate on the account will not exceed 18.0% APR. Each increase and decrease may have the effect of increasing or decreasing your Minimum Payment.

As used in this Agreement, the "Prime Rate" in effect on any day is the per annum rate reported at large U.S. money center commercial banks in The Wall Street Journal in its Money Rates section, a compilation of key United States and foreign annual interest rates. If more than one Prime Rate is reported, the highest rate reported shall be the Prime Rate. If no Prime Rate is reported on such day, the Prime Rate is the per annum rate next reported after such day as the Prime Rate at large U.S. money center commercial banks in The Wall Street Journal's Money Rates section. The Index is available to you and verifiable by you at any of our offices. If the Index becomes unavailable, we may, at our option, choose another Index, made readily available to and verifiable by you and beyond our control, and change the Margin used. If this happens, the substitute Index will, for the purposes of this Agreement, be considered to be the "Index". FINANCE CHARGES shall continue to accrue at the foregoing rates until you pay your Account as described above or we get a judgment against you and are required by law to charge a lower rate.

11. FEES. You agree to pay certain fees in connection with your Account as shown on the enclosed Credit and Fee Disclosure that is part of this Agreement. These fees may be added to your Account as a Purchase when they are imposed.

12. DEFAULT. In addition to other events of default stated in the Agreement, you will be in default of this Agreement if (i) you do not make any required payment by the date it is due, or if you fail to comply with or perform any of the terms, conditions, or provisions of this Agreement; (ii) you begin, or any other person puts you in, a bankruptcy, insolvency, or receivership proceeding; (iii) you have furnished to us any credit information that is materially incorrect in any respect; (iv) you attempt to make Purchases or Cash Advances in excess of your credit limit without our permission; (v) become incompetent or die; or (vi) if you fail to perform on any other agreements with us. We have the right to demand immediate payment of your full Account balance if you default, subject to our giving you any notice required by law. Unless prohibited by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney's fees. Our failure to exercise any of our rights when you default does not mean that we are unable to use those rights later with regard to that or another default. We can accept late payments or partial payments without losing any of our rights under this Agreement.

13. **NOTICES.** Notice sent to any one of you will be considered notice to all. Any notices we give you shall be in writing and deemed given when deposited in the U.S. mail, with postage prepaid and addressed to you at your last known address in our records for your Account or when sent by e-mail (if you use our Internet banking services) to your last known internet address. Your notices to us must be in writing and sent to the address shown in your most recent billing statement or as otherwise specified in this Agreement. If a specific notice period or type of notice is required by applicable law, the notice will be made and will be binding in accordance with such law.
14. **FOREIGN TRANSACTIONS.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. 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 itself receives, or the government mandated rate in effect for the applicable central processing date, in either case, plus 1% of the amount of the foreign currency purchase or cash advance after its conversion into U.S. dollars. The exchange rate in effect on the central processing date may differ from the rate in effect on either the transaction date or the posting date. The exchange rate is subject to change by VISA.
15. **TELEPHONE MONITORING.** To ensure that you received accurate and courteous customer service, on occasion, your call may be monitored by our employees or agents and you agree to any such monitoring.
16. **PLAN MERCHANT DISPUTES.** We are not liable for the refusal of any plan merchant or financial institution to honor your Card and/or VISA Check.
17. **SECURITY.** Pursuant to the Credit Card Application, you grant Andrews Federal Credit Union ("Andrews FCU"), on any credit extended or cash advanced under this credit card account, a security interest in any and all of your Andrews FCU share accounts, deposits, and payments (collectively referred to as "SHARE ACCOUNTS"), whether held jointly or individually, up to the amount of your outstanding credit card account balance. Further, you give express consent to enable Andrews FCU to include any otherwise statutorily protected funds that may not otherwise be available by legal process, to liquidate any Andrews FCU indebtedness, owed by you or any person who is listed as a joint owner on your credit card accounts with Andrews FCU, including a deceased joint owner. Andrews FCU may take such action without further notice to you or any joint owner. In regard to those funds that have a statutory protection you understand that you may withdraw your express consent for Andrews FCU to apply such funds to pay any such indebtedness by notifying Andrews FCU in writing. If your consent is withdrawn, Andrews FCU may in its sole discretion terminate any and all services that you have with Andrews FCU. In addition, the conditions of the Credit Card Application are incorporated into the terms of this Agreement.
18. **BILLING ADDRESS.** If your Account is a joint account or if more than one person is permitted to use the Account, you agree that all notices regarding the Account may be sent solely to the address shown on our billing records. You agree to give us written notice of any change in your billing address. You may do this when you mail us a payment or you may send the notice to us in a separate letter.
19. **EFFECT OF AGREEMENT AND AMENDMENTS.** This Agreement governs all transactions on your Account even though the sales, Cash Advance, credit, or other slips you sign or receive may contain different terms. We may amend the terms of this Agreement at any time. If we do so, we will notify you in writing in accordance with applicable law. Except as limited by applicable law, any amendment will apply to all then outstanding unpaid indebtedness on your Account prior to the effective date of the amendment. Any such amendment will not require your written consent, and will become effective as stated in the notice, but your consent (if required by applicable law) may be evidenced by your use of the Card or VISA Check after we give you notice of the amendment. We may at any time add new credit services, discontinue any credit services, or replace your Card and/or VISA Checks with others. We extend credit under Subtitle 9 of Title 12 of the Commercial Law Article of the Annotated Code of Maryland except to the extent pre-empted by federal law. This Agreement is governed by the internal laws of Maryland and federal law.
20. **VISA PLATINUM and VISA SIGNATURE REWARD CARD POINTS.** Earned points will expire at the end of four years.

## **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 BILL**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us 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 at 1-800-654-7728, but 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 not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or share draft account, you can stop 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 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 did not 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 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 do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was 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.





**TITANIUM VISA SIGNATURE CREDIT CARD  
CREDIT & FEE DISCLOSURE (VARIABLE RATE)**

| <b>Interest Rate and Interest Charges</b>                                 |                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Annual Percentage Rate (APR) for Purchases</b>                         | <b>0%</b> introductory APR for 12 months on purchases made within 90 days of account opening.<br>After that, your APR will be <b>5.99%</b> . This APR will vary with the market based on the Prime Rate.                                                                             |
| <b>APR for Balance Transfers</b>                                          | <b>0%</b> introductory APR for 12 months on balance transfers processed within 90 days of account opening.<br>After that, your APR will be <b>5.99%</b> . This APR will vary with the market based on the Prime Rate.                                                                |
| <b>APR for Cash Advances</b>                                              | Your APR will be <b>5.99%</b> . This APR will vary with the market based on the Prime Rate.                                                                                                                                                                                          |
| <b>Paying Interest</b>                                                    | Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date. |
| <b>Minimum Interest Charge</b>                                            | <b>None</b>                                                                                                                                                                                                                                                                          |
| <b>For Credit Card Tips from the Consumer Financial Protection Bureau</b> | 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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>                                   |

| <b>Fees</b>                                                                                               |                                                                     |
|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>Annual Fee</b>                                                                                         | <b>\$59 after one year</b>                                          |
| <b>Transaction Fees</b> <ul style="list-style-type: none"><li>Foreign Transaction</li></ul>               | No fee                                                              |
| <b>Balance Transfer Fee</b>                                                                               | 1.5% of the balance transfer amount or \$50.00 whichever is greater |
| <b>Penalty Fees</b> <ul style="list-style-type: none"><li>Late Payment</li><li>Returned Payment</li></ul> | Up to <b>\$25.00</b><br>Up to <b>\$25.00</b>                        |

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

**Effective Date:** January 1, 2016