

30. Final Expression: This Agreement is the final expression of the Terms and Conditions of this VISA Line of Credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

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

If you think your statement is wrong, or if you need more information about a transaction on your statement, send us a letter with your questions to the address listed on your statement 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, please provide 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 Share savings or checking account, you can stop the payment on any amount that you think is incorrect. 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 the problem has already been corrected. Within 90 days, we must either correct the error or explain why we believe the statement 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 during our investigation, 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 statement, 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 it is due. If you fail to pay the amount 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 you still refuse to pay, we must include in our reporting that you have a question about your statement. And, we must provide you with the Name to whom we have reported you. We must also tell anyone we report you to that the matter has been settled between us when it finally is.

Special Rule for Credit Card Purchases (Merchant Disputes)

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:

- 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
- 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.



**NEFCU
Visa Advantage
Credit Card
Agreement & Disclosure**



	Visa® Advantage Credit Card Interest Rate and Interest Charges
Annual Percentage Rate (APR) for Purchases, Cash Advances and Balance Transfers:	7.99% when you open your account, based on your creditworthiness. This APR may change, annually, based on the Prime Rate.
Variable Rate Info:	Your APR may vary. The APR for purchases, cash advances and balance transfers is subject to change annually, by adding a margin of 4.74% to the Prime Rate. Refer to section #4 for Variable Rate information.
How to Avoid Paying Interest on Purchases:	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. This is commonly known as a grace period, of the period of time you can pay your balance in full without paying interest on purchases.
Minimum Interest Charge	If you are charged interest, the charge will be no less than .50 cents.
For 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
	Other Fees and Charges
Annual Fee	None
Transaction Fees:	Balance Transfer Fee: 3% of transaction amount Cash Advance Fee: 3% of transaction amount Foreign Transaction: 2% of each transaction in US Dollars
Penalty Fees:	Late Payment Fee: up to \$25 Over-the-Credit Limit: None Returned Payment (check returned fee): up to \$25

How We Will Calculate Your Balance: We use a method called "average daily balance" excluding new purchases).

The Terms governing the use of your Credit Card are printed on this form. The terms of your account, including APRs, are subject to change. These Terms may be amended or supplemented by separate notices to you, including any notices you have previously received from us. The Disclosures required by Federal law are also set forth below, including a statement containing important information regarding your rights to dispute billing errors. Keep this form so you can refer to it if you have any questions regarding your account.

Terms Governing the Use of Your Card

In this agreement the words "you", "your", and "cardholder" means or refers to all persons who have signed an application for a NEFCU Visa Advantage Credit Card loan plan. "We" or "Us" refer to Nassau Educators Federal Credit Union (NEFCU). "Card" means the NEFCU Visa Advantage Credit Card and any duplicates or renewal we issue. "Account" means your VISA Credit Card Line of Credit account with us. "Convenience Checks" means any convenience checks issued by the Credit Union. This is the Cardholder Agreement and Disclosure Statement that governs the use of your Account. Please read it and keep it for your records. The person ("Cardholder") whose name is embossed on the face of the VISA ("Card") enclosed herewith, and each Cardholder, in the event more than one Card is enclosed herewith bearing the same account number, by signing or using said Card, receipt of which is acknowledged, agrees with NEFCU, the Issuer of the Card, ("Issuer") as follows.

1. Type of Transactions: Cardholder shall not use the Card for any transaction that violates any Federal, State or Local law. Goods and services ("Credit Purchases") may be purchased or leased by means of such Card by Cardholder from any retail business establishment ("Seller") who honors same upon the execution of a sales slip evidencing such Credit Purchase and bearing the account number of Cardholder embossed on the face of such Card. Additionally, VISA Cash Advances ("Loans") may be obtained through



Equal Opportunity Lender

We make loans without regard to race, color, religion, sex or national origin.

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use of such Card (a) upon execution of a written request of Cardholder in a form furnished to the Cardholder from any bank that is a member, alone or in association with others, of VISA U.S.A. Inc. and (b) upon execution of a written separate Agreement with Issuer for a VISA Overdraft Financing Agreement, if offered by Issuer.

2. Use of Account: You promise to repay us for all credit extended pursuant to authorized use of the Card(s), plus FINANCE CHARGES and fees provided in this agreement. You are responsible for charges made by yourself, your spouse, and your 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 returned to us. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all Cards. The Cards remain our property, and you must recover and surrender to us all Cards upon our request and upon termination of the Agreement. This Card cannot be used for illegal means (i.e., gambling).

3. Liability for Unauthorized Use: You may be liable for the unauthorized use of your Credit Card. You will not be liable for unauthorized use that occurs after you notify NEFCU at 1000 Corporate Drive, Westbury, NY 11590, (516) 561-0030 or PSCU Cardholder Service, PO Box 31112, Tampa, FL 33631-3112 800-449-7728, orally or in writing, of the loss, theft or possible unauthorized use.

4. Annual Percentage Rate (APR) Variable: The Annual Percentage Rate (APR) varies. The APR is subject to change on the first day of each year and will be the Prime Rate published in the Wall Street Journal "Money Rates" table based on the 15th day of the prior month plus a margin tied to your credit score that we have on file. This margin may result in a rate that is either higher or lower than your current rate. If the rate is higher, you will be notified in writing in advance of your first new billing statement. Any new rates will become effective annually at the beginning of the monthly billing cycle. The maximum rate for your card will be the maximum rate permitted for Federal Credit Unions under Credit Union regulations, currently at 18%.

5. Balance Computation Method: We calculate the FINANCE CHARGE on your account by applying the periodic rate to the "Average Daily Balance" of your account (excluding current transactions). To get the "Average Daily Balance" we take the beginning balance of your account each day and subtract any payments or credits and any unpaid FINANCE CHARGES. We do not add in any new purchases. This gives us the daily balance. Then, we apply all the daily 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 Balance."

6. Minimum FINANCE CHARGE: A minimum 50¢ FINANCE CHARGE will be imposed during a billing cycle in which FINANCE CHARGES are incurred.

7. Grace Period and FINANCE CHARGES: There is no grace period on Cash Advances or Balance Transfers. FINANCE CHARGES for each Cash Advance and Balance Transfer will be imposed on the date of the Cash Advance or Balance Transfer and will continue to accrue on the unpaid "Average Daily Balance" of such Cash Advances or Balance Transfers until the date of payment if paid during the same billing cycle, or until the Closing Date of the billing cycle preceding the date on which the entire New Balance is paid in full, or until the date of payment if more than 25 days from the Closing Date. There is a 25-day grace period on Credit Purchases. This is the period within which any credit extended for purchases may be repaid without incurring a FINANCE CHARGE.

A FINANCE CHARGE will not be imposed on Credit Purchases if you pay the entire New Balance shown on your monthly statement for the billing cycle during which such transactions are posted to your account within 25 days from the Closing Date of that statement. If you elect not to pay the entire New Balance shown on your monthly statement within that 25-day period, a FINANCE CHARGES will be imposed on the unpaid "Average Daily Balance" of such Credit Purchases from the statement Closing Date (but not on Credit Purchases posted during the current billing period) and will continue to accrue until the Closing Date of the billing cycle preceding the date on which the entire New Balance is paid in full, or until the date of payment if more than 25 days from the Closing Date.

8. Annual Fee: We charge no annual fee for participation in this Credit Card plan.

9. Cash Advance Fee: A Cash Advance of Balance Transfer Fee of 3% of the Transaction amount will be assessed to each such transaction made by you. This includes ATM, Check, Telephone and Teller Transactions.

10. Late Charges: If the minimum required payment is not received within 10 days after the Closing Date subsequent to the payment Due Date, a late charge equal to **\$25** or the amount of the required payment, whichever is less, will be charged.

11. Credit Limit: Cardholder shall not use the Card or permit the use of Related Cards to obtain Credit Purchase or Loans which will increase Cardholder's VISA indebtedness to Issuer to an amount in excess of 2% of the limit established by Issuer.

12. Other Fees: Additional charges, plus applicable taxes, may also be assessed if you pay us with a check not honored by your financial institution, request a copy of the document, request a Replacement Card or use your Card for a transaction at an Automated Teller Machine (ATM), if such charges are not prohibited by law or regulation. No FINANCE CHARGES will be assessed on such additional charges. A payment by check returned for any reason will be charged a fee of **\$25** or the amount of the required payment, whichever is less.

13. Agreement to Pay: Cardholder shall be liable and agrees to pay Issuer for Credit Purchases made by, or for Loans extended to Cardholder or anyone else using such Card unless the use of such Card is by a person other than the Cardholder (a) who does not have actual, implied or apparent authority for such use, and (b) from which Cardholder receives no benefit. Additionally, Cardholder shall be jointly and severally liable and agrees to pay for all Credit Purchases and Loans obtained through the use of any other Card bearing Cardholder's account number that has been issued to another person by reason of such person being a member of Cardholder's family or otherwise issued upon Cardholder's request (all such Cards being the VISA account number hereinafter collectively called "Related Cards").

14. Minimum Payment & Payment Due Date: The minimum payment required is the New Balance shown on your statement if the amount is equal or less than \$20. If the New Balance exceeds \$20 the minimum payment is 3.00% of that portion of the New Balance which does not exceed your credit limit (rounded up to the nearest dollar), or \$20, whichever is greater, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due. Payment is due within 25 days of the Closing Date reflected on the statement.

15. Payment Currency/Currency Conversion: Payments must be made to Issuer in U.S. dollars drawn on a U.S. bank. When you use your VISA-branded Debit Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either: (a) a rate selected by VISA from the range of rates available in wholesale currency marketing for the applicable central processing date, which rate may vary from the rate VISA itself received; or (b) the government-mandated rate in effect for the applicable central processing date; or (c) in each instance, plus or minus any adjustment determined by the Card Issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. If you use your VISA Card for any international transaction, you will be assessed a Foreign Transaction Fee equal to 2% of the transaction amount.

16. Payment Order: Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses. Typically, payments are applied in this order: FINANCE CHARGES; Fees; Minimum Payment - Cash Advances; Minimum Payment - Credit Purchases; Balance - Cash Advances and Balance - Credit Purchases. Issuer may accept checks marked "Payment in Full" or with words of similar effect without losing any of Issuer's rights to collect the full balance of Cardholder's account. If a payment is not sufficient to cover the Finance Charge already billed on your statement(s) the remainder of that Finance Charge will be collected from later payments and will not be added to the average daily balance of Purchases or Cash Advances.

17. Card Property: Each Card is the property of Issuer, is not transferable and must be surrendered upon demand. It can be canceled as well as repossessed by Issuer or its designee, and the privileges thereof revoked at any time without prior notice.

18. Cancellation: If the card is canceled or surrender is demanded by Issuer, or if Cardholder defaults in any payment due, or is deceased, bankrupt or insolvent, or any attachment or garnishment proceedings are initiated against Cardholder or his property, Issuer may elect to declare all amounts then owed to Issuer to be immediately due and payable without notice or demand of any kind. Cardholder may terminate this Agreement at any time by sending us your request in writing. Termination by you or the Credit Union will not affect your obligation to pay the Account balance plus finance and other charges you owe under this Agreement. The card(s) you receive remain the property of the Credit Union and you must return the card(s) upon request. The Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union. We can reduce your credit limit or cancel this agreement for good cause, including your breach of this Agreement or our adverse redetermination of your creditworthiness. If this is a joint Account, any one of you may terminate the account and the termination will be effective for all of you.

19. Security Interest: If Cardholder has other loans from Issuer, or takes out other loans with Issuer in the future, collateral securing those loans, other than your home, will also secure the Cardholder's obligations under this Agreement. However, unless the Cardholder expressly agrees otherwise, the Cardholder's household goods and dwelling will not secure Cardholder's obligations under this Agreement even if Issuer has or later acquires a security interest in the household goods or a mortgage on the dwelling. This instrument creates a security interest in any share accounts (checking, savings, or Share accounts) or other funds held by Issuer to secure your obligations under this Credit Card plan, such accounts and/or funds are additional security for your obligations to Issuer arising from the use of your Card.

20. Legal Fees: Cardholder agrees to pay all costs incurred by Issuer in collecting Cardholder's indebtedness or in enforcing this Agreement, including reasonable attorney's fees and also those costs, expenses and attorney's fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.

21. Refusal of Transaction: Credit Purchases and Loans are effected at the option of the Seller and Cash Advancing Bank, respectively, and Issuer shall not be responsible for refusal by any Seller or Cash Advancing Bank to honor the Card or any Related Card. Any refund, adjustment or credit allowed by Seller shall not be by cash but rather by a credit advice to Issuer which shall be shown as a credit on Cardholder's account statement with Issuer.

22. Convenience Checks: The Credit Union will, from time to time, issue convenience checks to be used in conjunction with this Card. The Credit Union reserves the right to return convenience checks to the payee and assess an NSF (Non-Sufficient Funds) fee of \$25 if either: (a) your account exceeds your approved credit limit at the time the check is presented for payment; or, (b) payment of the check would cause your account to exceed the approved limit; or (c) your account is past due. You may stop payment on a Convenience Check by calling us at (516)561-0030 or notifying PSCU at 1-800-790-7728. There may be a stop payment fee per item or series of items. Please refer to our fee schedule for the fee.

23. Statement of Account: Issuer will send to Cardholder, at monthly intervals determined by Issuer, a statement reflecting for the prior monthly period all VISA Card and Related Card transactions. Such statement shall be deemed correct and accepted by Cardholder and all holders of Related Card unless Issuer is notified to the contrary in writing within 60 days of mailing of such statement.

24. Applicable Law: Except to the extent that Federal law is applicable, the validity, construction and enforcement of this agreement and all matters arising out of the issuance and use of the Card shall be governed by the laws of the state in which the principal office of Issuer is located.

25. Other Rules and Regulations: Cardholder agrees that Cardholder's account shall be subject to all applicable rules and regulations of VISA U.S.A. Inc. as applicable, as well as all applicable laws. If there is any conflict between the provisions of this Agreement and the rules and regulations of VISA U.S.A. Inc. the rules and regulations of VISA U.S.A. Inc., shall control.

26. Credit Review: Issuer can reinvestigate and reevaluate any information Cardholder provided on Cardholder's credit application at any time, and in the course of doing so, Issuer may ask Cardholder for additional information, request credit bureau reports and/or otherwise verify Cardholder's current credit standing. This credit review may result in a rate change. You will be notified of any increase in your rate prior to the receipt of any monthly account statement.

27. Release of Information: Cardholder agrees that Issuer may release information to others, such as credit bureaus, regarding the status and history of Cardholder's account. However, Issuer is not obligated to release any such information to anyone unless Issuer is required by law to do so.

28. Call Monitoring: Cardholder agrees that Issuer, its agents or service companies may monitor and/or record any telephone communications with Cardholder.

29. Amendments: This Agreement may be amended from time to time by Issuer by written notice mailed to Cardholder at Cardholder's last known address.