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## CREDIT CARD ACCOUNT AGREEMENT AND FEDERAL DISCLOSURE STATEMENT

THIS IS YOUR CREDIT CARD AGREEMENT AND DISCLOSURE CONTAINING NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR VISA SIGNATURE CREDIT CARD. PLEASE BE SURE TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

| Interest Rate and Interest Charges                                                                                                      |                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Annual Percentage Rate (APR)<br/>For Purchases</b>                                                                                   | <b>0.00%</b> Introductory APR for 12 months (except for any cardholders who have had a JFCU Credit Card within the last 3 years, and all Share Secured VISA accountholders).<br>After that, Your APR will be ____%. This APR will vary with the market based on the Prime Rate.                                           |
| <b>Annual Percentage Rate (APR)<br/>For Balance Transfers</b>                                                                           | <b>2.00%</b> Introductory APR for 12 months (except for any cardholders who have had a JFCU Credit Card within the last 3 years, and all Share Secured VISA accountholders).<br>After that, Your APR will be ____%. This APR will vary with the market based on the Prime Rate.                                           |
| <b>Annual Percentage Rate (APR)<br/>For Cash Advances</b>                                                                               | <b>2.00%</b> Introductory APR for 12 months (except for any cardholders who have had a JFCU Credit Card within the last 3 years, and all Share Secured VISA accountholders).<br>After that, Your APR will be ____%. This APR will vary with the market based on the Prime Rate.                                           |
| <b>Paying Interest</b>                                                                                                                  | Your due date is at least 23 days after the close of each billing cycle. We will not charge You interest on purchases if You pay Your entire balance owed each month by the payment due date. We will begin charging interest on cash advances and balance transfers on the transaction date.                             |
| <b>For Credit Card Tips from<br/>the Consumer Financial<br/>Protection Bureau</b>                                                       | <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>Transaction Fees</b> <ul style="list-style-type: none"><li>Cash Advance</li><li>Balance Transfer</li><li>Convenience Check</li></ul> | Either <b>2.00%</b> of the advance or <b>\$10.00</b> , whichever is greater ( <b>\$100.00</b> maximum)<br>Either <b>2.00%</b> of the transfer or <b>\$10.00</b> , whichever is greater ( <b>\$100.00</b> maximum)<br>Either <b>2.00%</b> of the check or <b>\$10.00</b> , whichever is greater ( <b>\$100.00</b> maximum) |
| <b>Penalty Fees</b> <ul style="list-style-type: none"><li>Late Payment</li><li>Returned Payment</li></ul>                               | Up to <b>\$27.00</b><br>Up to <b>\$27.00</b>                                                                                                                                                                                                                                                                              |

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

**Billing Rights:** Information on Your rights to dispute transactions and how to exercise those rights is provided in Your Account Agreement.

In this Agreement, the reference to "We," "Us," "Our" and "Credit Union" mean the JUSTICE Federal Credit Union. The words "You" and "Your" mean each person who accepts this Agreement or uses the VISA Signature Credit Card. "Account" means the VISA Signature Credit Card Account established for You. The words "Credit Card" or "Card" mean any VISA Signature Credit Card issued to You by Us and any duplicates and renewals. If this is a joint account, read singular pronouns in the plural.

You understand the following terms constitute the Agreement:

**PROMISE TO PAY.** Your Account may be accessible through a variety of means which could include advance request forms, vouchers, checks, charge slips, Credit Cards and the like. Regardless of the access means, You promise to pay Us all amounts charged to Your Account by You or by any user who has access 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 Cardholder will be responsible, jointly and severally, for the repayment of amounts owed. You understand that any Card which is requested and approved, will be mailed only to the primary Cardholder at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

**OWNERSHIP.** All access devices remain Our property and may be cancelled by Us at any time without notice. You agree to surrender any such access device and to discontinue its use immediately upon Our request.

**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 from Us or another financial institution. If You are issued a cash advance draft, it will be imprinted with Your Card and You will receive a copy of the draft. 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.

**ISSUANCE OF PERSONAL IDENTIFICATION NUMBER.** We will issue You a Personal Identification Number (PIN) for use with Your Card. This PIN is confidential and should not be disclosed to anyone. You may use Your PIN and Your Card to access Your Account and all sums advanced will be added to Your balance. In the event a use of Your PIN constitutes an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may affect Your rights.

**LINE OF CREDIT LIMIT.** If Your application for a Card is approved, You will be notified of Your specific Credit Limit for transactions made under Your Account. Unless You are in default, the Credit Limit established for You will generally be self-replenishing as You make payments on Your Account.

Payments You make on Your Account will be posted as required by applicable law, but Your Credit Limit may not be replenished until We have received final settlement for Your payment through a Federal Reserve Bank (or other method We have chosen to determine whether We have received full and final settlement for Your payment).

You will keep Your unpaid balance within the Credit Limit set by Us, and You will pay any amount over the Credit Limit on Our demand whether or not We authorize the advance 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.

**VARIABLE RATE.** All advances are subject to a Variable Rate which is based on the highest Prime Rate as published in the Money Rates section of The Wall Street Journal in effect on the last business day of each month ("Index") plus Our Margin. The Index plus the Margin equals the Interest Rate. Changes in the Index will cause changes in the Interest Rate on the 1st day of the billing cycle that immediately follows a change in the Index. Increases or decreases in the Interest Rate will cause like increases or decreases in the Finance Charge and will affect the number of Your regularly scheduled payments. Your Interest Rate will never be greater than 18.00%, and will apply to Your remaining principal balance.

**FINANCE CHARGES.** In the case of any transactions on Your Account, the balances subject to the periodic Finance Charge are the average daily transactions balances outstanding during the month (including new transactions). Separate average daily balances are calculated for purchases, balance transfers and cash advances. To get each average daily balance, each daily balance for each day of the billing cycle for purchases, balance transfers and for cash advances are added and the totals are divided by the number of days in the billing cycle. To get the daily balance for cash advances, new cash advances are added to the day's beginning balance and payments and credits are subtracted. To get the daily balance for balance transfers, new balance transfers are added to the day's beginning balance and payments and credits are subtracted. To get the daily balance for purchases, new purchases are added to the day's beginning balance and payments and credits are subtracted. This gives Us the daily balance. We then add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives Us the Average Daily Balance. We then multiply the Average Daily Balances for purchases, balance transfers and cash advances by the applicable Daily Periodic Rate times the number of days in the billing cycle.

You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month within a grace period which varies between 23 and 26 days from Your statement closing date depending on the number of days in the month. 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 and balance transfers are always subject to a Finance Charge from the date they are posted to Your Account and until such advances are paid in full.

For the 12-month period immediately following the date Your Account is established Your balances for purchases will accrue finance charges at an introductory Daily Periodic Rate of 0.0000% (corresponding to an **ANNUAL PERCENTAGE RATE** of 0.00%). Upon the expiration of the introductory rate period, the entire balance for purchases existing at that time and in the future will accrue finance charges at the non-introductory rate as described in this Agreement.

For the 12-month period immediately following the date Your Account is established Your balances for balance transfers will accrue finance charges at an introductory Daily Periodic Rate of 0.005479% (corresponding to an **ANNUAL PERCENTAGE RATE** of 2.00%). Upon the expiration of the introductory rate period, the entire balance for balance transfers existing at that time and in the future will accrue finance charges at the non-introductory rate as described in this Agreement.

For the 12-month period immediately following the date Your Account is established Your balances for cash advances will accrue finance charges at an introductory Daily Periodic Rate of 0.005479% (corresponding to an **ANNUAL PERCENTAGE RATE** of 2.00%). Upon the expiration of the introductory rate period, the entire balance for cash advances existing at that time and in the future will accrue finance charges at the non-introductory rate as described in this Agreement.

*The current Margin, Index, Daily Periodic Rate and corresponding Annual Percentage Rates applicable to Your VISA Signature Credit Card Account are set forth below.*

| Variable Rate |         | Daily Periodic Rate<br>for Purchases         | ANNUAL PERCENTAGE RATE<br>for Purchases         |
|---------------|---------|----------------------------------------------|-------------------------------------------------|
| Index         | Margin  |                                              |                                                 |
| _____ %       | _____ % | _____ %                                      | _____ %                                         |
| Variable Rate |         | Daily Periodic Rate<br>for Balance Transfers | ANNUAL PERCENTAGE RATE<br>for Balance Transfers |
| Index         | Margin  |                                              |                                                 |
| _____ %       | _____ % | _____ %                                      | _____ %                                         |
| Variable Rate |         | Daily Periodic Rate<br>for Cash Advances     | ANNUAL PERCENTAGE RATE<br>for Cash Advances     |
| Index         | Margin  |                                              |                                                 |
| _____ %       | _____ % | _____ %                                      | _____ %                                         |

**MINIMUM MONTHLY PAYMENT.** Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay Your Account or make larger payments at any time without penalty. You will only be charged periodic Finance Charges to the date You repay Your entire Account balance. Any partial payment or prepayment of Your Account will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States.

Payments will be applied in the following order: (a) any Late Charges due; (b) any Finance Charges due; (c) the balance for purchases; (d) the balance for balance transfers; and then to (e) the balance for cash advances. Any amounts paid in excess of the Minimum Monthly Payment will first be applied to the balance bearing the highest rate of interest, and then to each successive balance bearing the next highest rate of interest, until the payment is depleted.

Any unpaid portion of any Finance Charges and Late Charges will be paid by subsequent payments and will not be added to the principal. You understand that any payment that delays the repayment of Your unpaid balance will increase Your Finance Charge and any payment that accelerates the reduction of Your unpaid balance will decrease Your Finance Charges.

In general, Your balance is self-replenishing as outstanding balances are repaid. While We are not required to post Your payment on any particular date, We will nevertheless credit Your payment as of the date of receipt, which is the date that the payment instrument or other means of completing the payment actually reaches Us, and not when the funds are fully and finally collected.

For example: should We receive a payment instrument on a Saturday that is immediately followed by a Federal Holiday, which is in turn observed on the very next day, We will post such payment on the day following the observed holiday and credit such payment as of the date of receipt (not when the funds are fully and finally collected).

Minimum Monthly Payments will be an amount equal to 2.00% of Your unpaid balance, subject to the lesser of \$30.00 or Your balance. In addition to the Minimum Monthly Payment, You will also be required to pay any portion of any prior payments due which remain unpaid.

**CONSENSUAL LIEN.** As permitted by law, You grant and consent to a lien on Your shares or other deposit accounts with Us (other than those deposits established under a governmental-approved tax deferral plan such as an IRA or Keogh account) and any dividends due or to become due to You from Us to the extent You owe on any unpaid Credit Card balance.

**OTHER SECURITY.** Personal property (other than household goods or any dwelling) given as Security for any loan You may have with Us will secure all amounts You owe Us now and in the future, if that status is reflected in the "Truth-in-Lending Disclosure" in any particular Agreement evidencing such debt.

**PERIODIC STATEMENT.** On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each billing cycle 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; and (4) a Convenience Check is used for payment on this or any other loan Account with Us. 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.

**TRANSACTION SLIPS.** Your periodic statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips will not be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify Your monthly statement.

**CREDITS.** If a merchant who honors Your Card gives You credit for returns or adjustments, the merchant 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.

**LATE CHARGE.** If Your payment is 1 or more days late, You will be charged the lesser of: (a) the amount of the minimum payment due; or (b) \$27.00.

**OTHER FEES AND CHARGES.** You agree to pay Us the following fees and charges associated with the use of Your Card, which will be charged to Your Account as purchases: (a) the lesser of \$27.00 or the required minimum payment amount for any check (or other negotiable instrument used for payment on Your Account) that is returned unpaid; (b) \$30.00 for each Convenience Check that is returned unpaid; (c) \$1.00 per page for statement copies and \$5.00 per copy for sales drafts that You request that are unrelated to a valid billing error dispute; (d) \$25.00 per hour for research on Your Account that You request that is unrelated to a valid billing error dispute, subject to a \$25.00 minimum charge; (e) \$10.00 for each replacement Card that You request; (f) a cash advance fee FINANCE CHARGE equal to the greater of 2.00% of the amount advanced or \$10.00, subject to a maximum of \$100.00; (g) a balance transfer fee FINANCE CHARGE equal to the greater of 2.00% of the amount advanced or \$10.00, subject to a maximum of \$100.00; and (h) a convenience check fee FINANCE CHARGE equal to the greater of 2.00% of the amount of the check or \$10.00, subject to a maximum of \$100.00.

**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 or soon will be impaired, time being of the very essence.

If You are in default, We may, without notice or demand, and to extent permitted by law, cancel Your rights under this Agreement, declare the entire unpaid balance immediately due and payable and require the return of all Cards and other Account Access devices.

**COLLECTION COSTS.** To the extent permitted by law, You will reimburse Us for all of Our costs and expenses, including reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or for the recovery of any collateral.

**CREDIT INSURANCE.** Credit insurance is not required for any extension of credit under this Agreement. However, You may purchase any credit insurance available through Us and have the premiums added to the outstanding balance of Your Account. If You elect to do so, You will be given the necessary disclosures and documents separately. Any credit insurance premiums will be charged to Your Account as a purchase.

**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 payments, 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.

**UNAUTHORIZED USE.** You may be liable for the unauthorized use of Your Account. 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 (866) 820-4866 or by writing to Us at the address shown in this Agreement. In any case, Your liability will not exceed \$50.00.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly, in writing, 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.

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

**LOST OR STOLEN CARDS, ACCOUNT NUMBERS AND/OR CONVENIENCE CHECKS.** To report a lost or stolen Card, Convenience Check or Account Number at any time, You will immediately call Us at (866) 820-4866. You may also write to Us at 5175 Parkstone Drive, Suite 200, Chantilly, VA 20151.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. Dollars) will be: (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; or (b) the government-mandated rate in effect for the applicable central processing date. Transactions initiated via the internet with merchants or other parties located outside of the United States of America are deemed to occur in the foreign country where the merchant or other party is located.

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

**CONSENT TO AGREEMENT.** You acknowledge receipt of a copy of this Agreement. By signing the Application and Your Credit Card, by using the Card, by using Your Account or by authorizing another to use Your Account, You agree to accept its terms.

**INTEGRATED DOCUMENTS.** Any separate sheet of paper labeled "Additional Disclosure - Federal Truth-In-Lending Act" which is delivered to You and relates to this Agreement is an integrated part of this Agreement and Disclosure.

**UPDATING AND DISCLOSING FINANCIAL INFORMATION.** You will provide facts to update personal information 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.** Subject to applicable law, 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 Commonwealth of Virginia except to the extent that such laws are inconsistent with controlling federal law.

### **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 Our address shown in this Agreement. 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. 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:**

- 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.
- 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 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 \$50.00 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 may 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 \$50.00. (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 at Our address shown in this Agreement.

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.