

# Credit Card Agreement and Disclosures



THIS IS YOUR AGREEMENT AND DISCLOSURE STATEMENT WITH MARINE FEDERAL CREDIT UNION. PLEASE READ IT CAREFULLY AND KEEP IT FOR YOUR RECORDS. IT SUPERSEDES ALL PRIOR AGREEMENTS AND DISCLOSURE STATEMENTS RELATING TO YOUR ACCOUNT. YOU DO NOT HAVE TO SIGN THIS AGREEMENT. YOUR AGREEMENT TO ALL OF THESE PROVISIONS, AS AMENDED FROM TIME TO TIME INCLUDING THE CARD ISSUED BY US, WILL BE SHOWN BY YOUR APPLICATION FOR THE CARD, YOUR ACCEPTANCE OF THE CARD, OR YOUR USE OF THE CARD, WHICHEVER OCCURS FIRST.

**1. Definitions.** In this Agreement, the word “Card” means either one or more VISA or MasterCard credit cards and any duplicates, renewals or substitutions we issue. The words, “you,” “your,” and “yours” mean all cardholders (borrowers and co-borrowers); permitted to use the Card(s); as well as any authorized user for whom an additional Card(s) is issued to the extent of their purchases and cash advances, as well as transactions by anyone they permit to use the Card(s). The word “cardholder” means any applicant or co-applicant to whom a Card is issued by us. The words “Credit Union,” “we,” “us,” and “our” means Marine Federal Credit Union or anyone to whom the Credit Union transfers this Agreement. The words “Convenience Checks” mean one or more checks that we may send to you to access your Credit Card Account. “Applicable Law” shall include: 1) VISA U.S.A. Inc. Bylaws, VISA U.S.A. Inc. Operating Regulations, VISA U.S.A. Inc. Certificate of Incorporation, VISA International Bylaws, and VISA International Operating Regulations; MasterCard and; 2) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time.

## 2. Pledge of Shares and Security Interest.

BY SIGNING AN APPLICATION, ACCEPTANCE OR AUTHORIZED USE OF ANY CREDIT CARDS, YOU GRANT AND PLEDGE A CONSENSUAL LIEN TO US ON ALL SHARES TO SECURE PAYMENT OF YOUR OBLIGATIONS ON THIS ACCOUNT. IN ADDITION, YOU ACKNOWLEDGE OUR STATUTORY LIEN RIGHTS UNDER THE FEDERAL CREDIT UNION ACT; YOU AGREE THAT SUCH A LIEN IS IMPRESSED AS OF THE DATE THAT THIS ACCOUNT IS OPENED; AND YOU AGREE THAT WE CAN APPLY THE SHARES PLEDGED AT THE TIME OF ANY DEFAULT ON THIS ACCOUNT WITHOUT FURTHER NOTICE. “Shares” for the purpose of your pledge to secure your obligations to the Credit Union means all deposits in any share savings, share draft, club, certificate, payable on death, revocable trust, or custodial account(s), whether jointly or individually held—regardless of contributions that you have on deposit now or in the future. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust, or fiduciary account in which you do not have a vested ownership interest.

**SECURITY AGREEMENT:** “Non-Purchase-Money Security Interests.” Payments on your Account are secured by any security interest in any property securing your other obligations to the Credit Union, whether existing now or in the future, except your household goods and your primary residence. “Purchase-Money Security Interests.” You hereby grant the Credit Union security interest in all property purchased/acquired by you or any authorized user pursuant to the use of this Account, including a purchase-money security interest in any household goods purchased/acquired with an extension of credit upon this Account. These Purchase-Money Security Interests shall secure faithful performance of all obligations arising under this Agreement; and the Credit Union shall have all of the rights of a secured party in accordance with Article Nine of the Uniform Commercial Code and/or other applicable law.

**Military Lending Act Partial Exception:** If you or your dependents are expressly covered and entitled to the protections provided by the Military Lending Act then **NO PLEDGE OF SHARES OR LIEN ON SHARES APPLIES EXCEPT FOR A SHARED SECURED CREDIT CARD FOR WHICH YOU EXECUTE A SEPARATE SECURITY AGREEMENT.** Any provisions of the Agreement (below) that address the items expressly excepted in any section to the contrary also do not apply to such Loans.

**3. How to Use this Account.** You must sign the Card in order to use it. You can purchase or lease goods and services (Purchases) from any merchant who honors your Card up to your maximum credit limit by presenting your Card and signing a sales slip or writing a Convenience Check for the amount of the Purchase. You may also use the Card to obtain cash loans (Cash Advances) up to your maximum credit limit from financial institutions that accept the credit card, and by use of preprinted Convenience Checks that the Credit Union may issue to you. You agree not to present your Card, obtain a Cash Advance or write a Convenience Check for any extension of credit in excess of your available Credit Limit (the difference between your outstanding balance and your maximum credit limit) on your account. Certain purchases and cash advances require authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our system is not working, we may not be able to authorize a transaction, even though you have sufficient credit available. Also, for security reasons, we may block the use of your Card due to alerts in certain countries or geographic areas. We will have no liability to you or others if any of these events occur. You authorize us to honor any Purchase or Cash Advance you make by internet, telephone, or mail on this account. You agree that a signature is not necessary as identification in such cases. We reserve the right to refuse to honor any request for

credit, to reduce your credit limit or terminate your account at any time using our sole discretion, based on changes in the economy, the Credit Union's financial condition, your creditworthiness, or for any other reason not prohibited by law.

**4. Automatic Teller Machine (ATM) Access.** If you have received a Personal Identification Number (PIN), you may use your Card and PIN to obtain cash advances at any ATM that accepts your Card. Your PIN is confidential and should not be disclosed to anyone. You agree not to write your PIN on your Card, you will not keep your Card and PIN together, and you will not provide your PIN to anyone who is not an authorized user. Except as otherwise provided in this agreement, advances through ATM access will be treated as Cash Advances and are subject to cash advance fees under this Agreement. Advances at authorized ATMs are limited in any 24-hour period. Owners of ATMs that we do not own may charge fees in addition to any fees disclosed in this Agreement. This is not a fee charged by Marine Federal Credit Union; however, any such fee will be added to your account. The party charging the fee is required to provide appropriate disclosures to you with regard to any such fees.

**5. Communications Consent.** If a cell number or text contact (together "contact") is provided; or if I/we later provide such to the Credit Union via other communications including online banking or social media, I/we consent and agree that the Credit Union may use this contact to provide information to me/us about my/our accounts and services, marketing, to reply to any inquiry, or to provide other information via calling; texting or otherwise. This contact may be by dialing the cell phone, by auto-dialer, text or robo text methods. I/we understand that this consent is not required to obtain any loan or services from the Credit Union. Consent can be revoked at any time.

**6. Notice to Consumers.** This notice is provided as required by the Fair Credit Reporting Act and the Fair and Accurate Credit Transaction Act of 2003. Marine FCU may report information about your account(s) and/or loan(s) to credit reporting agencies/bureaus. Late payments, missed payments, insufficient funds transactions, or other defaults on any account(s), including share(s) and/or loan(s) may be reflected in your credit report.

**7. Money Transfer Services (MTS).** You will have access to MTS upon your successful enrollment in the Money Transfer Services Program. You may use your Card to transfer funds to, or receive funds from, any Card that has been enrolled in MTS by another Participant. The minimum Transmittal Amount is \$1.00 and the maximum Transmittal Amount is \$2,500.00. You may not transfer more than \$2,500.00 per day or more than \$10,000.00 per month. In addition, you may not receive more than \$2,500.00 per day or \$10,000.00 per month. We may increase or decrease these limits from time to time in our sole discretion. We reserve the right to accept or reject any MTS request in our sole discretion. Only you may access MTS and initiate a request using your Card. You may only have one Card enrolled in MTS at any one time. Subject to these Terms and Conditions, and following successful transmission of your request to the Issuer, the Issuer will transfer funds to the designated Recipient's Card pursuant to such request and debit the transmittal amount and any applicable fees from your card balance. You acknowledge and agree that any fees that may be charged in connection with any request you submit, even one that is later voided, are fully-earned and non-refundable. Each transmittal amount you send pursuant to a request will be posted to the Recipient's Card in accordance with the posting rules established by the financial institution that has issued such Card. Each transmittal amount that is sent to your Card will generally be posted to your Card within two (2) business days after we receive the Transmittal Amount from the Sender. Any charges that you may incur in accessing MTS, including, without limitation, any mobile phone airtime charges or internet connection charges, shall be your sole responsibility. Any offer to enroll or participate in MTS is void where prohibited by Applicable Law. If you receive any transmittal amount from any MTS provider you agree not to receive more than \$2,500.00 per day or no more than \$10,000.00 per month. We may increase or decrease these limits from time to time in our sole discretion. We reserve the right to accept or reject any MTS request in our sole discretion. Each transmittal amount that is sent to your Card will generally be posted to your Card within two (2) business days after we receive the Transmittal Amount from the Sender.

**8. Maximum Credit Limit.** Your Maximum Credit Limit will appear in the disclosure sent to you and on your monthly statement. At our discretion, we may change your credit limit at any time, and may provide separate limits for purchases and for cash advances. You may request a change to your credit limit by contacting the Credit Union in person, by telephone, email or mail. Your continued use of the Card will show your agreement to any such increase. If you object to an increase in your credit limit, you must notify Credit Union in writing. Upon receipt of such notice, your credit limit will be reduced to its prior limit; however, you will be responsible to pay any amounts by which you have exceeded the reduced limit. You agree to pay any amounts you owe that exceed your maximum credit balance upon demand. You agree we are not obligated to extend to you credit for any amount that would cause your outstanding balance to exceed your Maximum Credit Limit, or for any amount if your outstanding balance already exceeds your Maximum Credit Limit. Any increase in your Maximum Credit Limit requested by you will require you to make an application for our approval. In assessing your credit limit under the provisions in this Section (either at our discretion or upon request): a) we may and you authorize us to review your credit history, including consumer credit reports; b) you authorize us to have this review made by third parties to determine whether you meet the criteria we have set for such an increase; and c) this process shall not be pre-screening under the Fair Credit Reporting Act or other applicable laws or regulations based on our existing relationship and this Agreement. If your credits and payments exceed what you owe on your credit card, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or after six months. Limits for ATM and Over-the-Counter Cash Advances can be determined by contacting the Credit Union's Card Services Department as set forth at the end of this Agreement.

**9. General Terms Governing Your Payments:** You will be jointly and severally liable and agree to pay the Credit Union for all charges (purchases, cash advances, finance charges, and other charges added to your Account under the terms of this or any other agreements with us) extended to you or anyone else using any Card issued for your account, unless the use of such Card is by a person other than you, who does not have actual, implied or apparent authority for such use and from which you receive no

benefit. Authority includes, but is not limited to, any authorized users permitting another person to use any Card(s). Further, all users are obligated to us for all charges they make, authorize or permit. The Credit Union can accept late or partial payments as well as payments that are marked with "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. You must pay the Credit Union in U.S. dollars drawn on funds on deposit in the United States. If you make payment with other currencies or from an institution domiciled outside the United States, then your payment will not be credited until the funds have been collected by us in U.S. dollars. The Credit Union will determine the method of applying payments and credits to your account, which will in all respect comply with any specific requirements of applicable laws. If the Credit Union receives a payment by mail by 4:30 PM ET, you will receive credit that day; a payment received after 4:30 PM, ET, will be applied to the next business day. If a payment due date falls on a holiday or weekend, the payment will not be considered late if received the following business day. To protect you and us, the Credit Union, in its sole discretion, may place a temporary freeze on all or part of the credit available to you for new purchases or cash advances under this agreement any time the Credit Union receives a large payment. In such cases, the Credit Union may freeze your credit line until payment is actually collected by us.

**10. Maximum Fees During the First Year.** During the first year after the credit card is opened, the total fees charged to your credit card will not exceed 25.00% of the credit limit in effect when the account is opened. This limit does not apply to late payment fees, over-limit fees or returned payment fees or other fees the consumer is not required to pay with respect to the account such as an expedited payment for making a payment by phone. However, the limit does apply to cash advance fees, balance transfer fees and foreign transaction fees.

**11. Minimum Payment Due.** You can pay off your account balance in full each month or you can pay in monthly installments. If you do not pay your balance in full, you agree to pay at least a minimum payment of 2.00% of your New Balance (rounded to the nearest whole dollar) or \$35.00, whichever is greater at the end of each statement period. If the New Balance shown on your periodic statement is \$35.00 or less, you agree to pay this amount. Generally payments above the Minimum Payment will be applied first to higher interest rate balances and then to lower interest rate balances. Unless the Credit Union takes other action as a result of a default under this Agreement, the Minimum Payment Due will also include any amount that is past due and any amount by which your new balance exceeds your credit limit. Payments and credits will be applied first to pay billed but unpaid finance charges; late charges, and other fees or charges provided for herein; and next to unpaid cash advances; and then to your unpaid purchase balance. You must pay at least the minimum payment each month, but you may pay more than that amount at any time without a penalty. The sooner you pay your new balance, the less you will have to pay in finance charges. The "Payment Due Date" will be shown on your periodic statement.

**12. Returns and Adjustments.** Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the funds to the Credit Union which will then be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1.00 or more, it will be refunded upon your written request or automatically after six months.

**13. Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions.**

**a) Currency Conversion Fee:** If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA/MasterCard will convert the charge into a US Dollar amount. The VISA/MasterCard currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA /MasterCard as applicable. The exchange rate VISA/MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 2.80% will be applied to transactions that are converted from foreign currencies to U.S. dollars.

**b) Cross-Border Transaction Fee:** In addition, VISA/MasterCard charges us a Cross-Border Assessment up to 2.00% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both a) transactions initiated in a foreign country which are subsequently settled in the United States, and b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

**14. Finance Charges.** FINANCE CHARGES WILL BE IMPOSED IN THE FOLLOWING MANNER AND WILL BE IN AMOUNTS NOT IN EXCESS OF THOSE PERMITTED BY LAW:

**a) Purchases:** To avoid incurring an additional Finance Charge on the balance of Credit Purchases (and Cash Advances, if this Method G is specified as applicable to Cash Advances) reflected on this statement and on any new Credit Purchases (and, if applicable, Cash Advances) appearing on your next statement, you must pay the New Balance shown on the reverse side on or before the Payment Due Date. The Finance Charges for a billing cycle are computed by applying the daily periodic rate to the average daily balance multiplied by the number of days in the billing cycle OR the monthly Periodic Rate to the average daily balance of Credit Purchases (and, if applicable, Cash Advances), which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance of Credit Purchases (and, if applicable, Cash Advances) any new Credit Purchases posted to your account (and, if applicable, Cash Advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later) and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance

Charges. No finance charge will be imposed during the next billing cycle (defined as the time interval between regular monthly billing statement dates) if you pay the entire new balance shown on the current periodic statement and we receive your payment on or before the payment due date shown on the statement. 2) In all other cases, a finance charge will be imposed based on the average daily balance of all purchases and debit adjustments, hereafter referred to as purchases. The average daily balance is the sum of all outstanding purchases, which is determined by including new purchases and deducting payments or credits and excluding any unpaid finance charge for your Account on each day of the billing cycle divided by the number of days in the billing cycle. A purchase appearing on the periodic statement is considered a part of the outstanding balance from the date of posting. 3) The amount of the finance charge is calculated by multiplying the average daily balance for purchases by the monthly periodic rate. The monthly periodic rate is the yearly interest rate divided by 12.

**b) Cash Advances:** To avoid incurring an additional Finance Charge on the balance of Cash Advances (and Credit Purchases, if this Method F is specified as applicable to Credit Purchases) reflected on this statement, you must pay the New Balance shown on the reverse side on or before the Payment Due Date. The Finance Charges for a billing cycle are computed by applying the daily periodic rate to the average daily balance multiplied by the number of days in the billing cycle OR the monthly Periodic Rate to the average daily balance of Cash Advances (and, if applicable, Credit Purchases), which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Cash Advances (and, if applicable, Credit Purchases) is determined by adding to the Previous Balance of Cash Advances (and, if applicable, Credit Purchases), any new Cash Advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later (and, if applicable, and new Credit Purchases as posted), and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges. Finance charges accrue on all cash advance amounts from the date charged to your Account and continue so long as such amounts remain outstanding.

2) A finance charge will be imposed on the average daily balance of cash advances, which is the sum of the cash advances (determined by including new cash advances and deducting any payments or credits and excluding any unpaid finance charge) outstanding each day during the billing cycle, divided by the number of days in the billing cycle. A cash advance appearing on the periodic statement is considered a part of the outstanding balance from the date of posting. 3) The amount of finance charge is calculated by multiplying the average daily balance for cash advances by the monthly cash advance periodic rate.

**15. Finance Charges on Account.** You agree to pay the finance charge on your account. A finance charge computed on a Daily Periodic Rate (DPR) will begin to accrue for new Purchases, if you do not pay the New Balance in full within 25 days after the billing date of the statement on which the new Purchases first appear. A finance charge computed on a DPR will begin to accrue on the transaction date of Cash Advance(s) or Purchases (except as provided above), or the first day of the billing cycle, whichever is later, and will continue to be imposed until you have paid any outstanding balance in full. The Credit Union calculates the finance charge as follows:

- a) The finance charge will be figured by applying the daily periodic rate of your Account to the average daily balance of purchases and cash advances. The DPR and APR to be used is determined by the account applied for or approved by us pursuant to the terms of your application.
- b) To get the total average daily balance on your Account, we take the beginning balance of your Account each day, add any new purchases and cash advances, unpaid finance charges, current late payment fees, and other fees, and subtract any payments or credits. This is your daily balance. Then we add all the daily balances for the billing cycle and divide their total by the number of days in the billing cycle. This gives you the average daily balance. This determines the balance subject to the finance charge.

**16. Non-Variable Rate Option.** The Credit Union, in its sole discretion, may change the DPR and APR from time to time in compliance with any specifically applicable laws and/or regulations. Any change in the Finance Charge shall apply only to new purchases and cash advances. If the current effective rates are different, they are disclosed on an enclosed/attached insert.

**17. Variable Rate Formula/Annual Percentage Rate (APR) Options.** Your APR for Purchase and Balance Transfers may vary (except during any introductory period). Credit Union may adjust the rate once each month at the start of your monthly billing period. The formula for calculating a change in this interest rate is as follows: we will add a margin to the Prime Rate as listed in the Wall Street Journal on the last publication date of the calendar month that ends within the billing cycle. The margin will depend on your creditworthiness. Any increase in the APR will result in an increase in the periodic payments required.

**18. "Promotional Rate" Finance Charges.** From time to time and in our sole discretion we may offer a special rate applicable to certain transactions such as particular purchases (as defined by us), balance transfers, cash advances, or purchases made by using Convenience Checks. Applicable terms and conditions will be disclosed at the time any such promotion is offered, and are incorporated into this Agreement by reference. The promotional rate will apply only to the transactions and for the period of time set forth in any such offer from us. Existing balances and new purchases or advances not expressly subject to any such promotion will remain governed by the terms and conditions of this Agreement. In addition, the terms and conditions of this Agreement will govern your obligations regarding any unpaid balance or transactions that are made subject to any such promotional offer, that are not fully paid within the time period set forth in such promotional offer.

**19. Interest Rate Adjustment (Default Rate).** The Credit Union will adjust the interest rate on your account whenever your account is 60 days past due. We will change your interest rate to a non-variable APR of 18.00% on the first day of the billing cycle following the cycle that was 60 days past due. After six (6) consecutive billing cycles of your account being paid pursuant to the

terms of your agreements with the Credit Union, we will change the interest rate to the rate prior to the default rate, which will become effective on the first day of the billing cycle following the sixth (6th) consecutive billing cycles paid as agreed. If you fail to pay your Account pursuant to the terms of your agreement at any time during the next six (6) billing cycles after your account has had an interest rate adjustment due to default your account will remain at the Default Rate of 18% until such time as six (6) consecutive payments have been paid as agreed and your account has been reviewed to determine if the rate should be reduced based on your payment history.

**20. Monthly Statement.** We will send you a monthly billing statement whenever there is activity on your account. Your monthly statement will show an itemized list of current charges (Purchases and Cash Advances) and Convenience Check transactions to your account, your new balance, any Finance Charges, the minimum payment due, and the payment due date. In addition, it will show your current credit limit, payments, and credits, a summary showing your Purchases and Cash Advances, the merchant, electronic terminal or financial institution at which transactions were made, as well as other information concerning your account. Sales, Cash Advance, credit, or other slips cannot be returned with any statement. You should retain a copy of such slip furnished at the time of the transaction in order to verify your monthly statement. E-Statements: If provided electronically, statements will be 1) e-mailed to you as an attachment; or 2) you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print, and otherwise copy/download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by any owner.

**21. Additional Benefits/Card Enhancements.** The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, purchase rewards or rebates at no additional cost to you. You understand that the Credit Union is not obligated to continue or to offer such services and may withdraw or change them at any time. If these benefits are withdrawn prior to any accrued use by you, the Credit Union will have no obligation to provide the benefit or enhancement, or any other compensation or consideration.

**22. Merchant Disputes.** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card except as listed in the Special Rules for Credit Card Purchases set forth at the end of this Agreement.

**23. Exceeding Your Credit Limit.** You will be in default if the balance of your account exceeds the credit limit. If you are in default, the credit union may temporarily suspend your credit card or terminate your account. If at any time your total new balance exceeds your credit limit, you must immediately pay the excess upon the Credit Union's demand.

**24. Late Payment Fee.** The Credit Union will charge your account a late payment fee for each billing period in which your minimum payment is not received by your payment due date. The fee will increase if there are any additional late payments made within the next 6 monthly payment cycles following the last late payment. This fee will be added to your account balance. For current fee information, refer to the credit card disclosure as is applicable to your Account.

**25. Returned Payment or Insufficient Funds Fee.** The Credit Union will charge your account a fee if your payment by any method, including check, electronic transfer, home banking transaction or otherwise, is not honored, collected by us, or if we must return it to you because it cannot be processed for any reason. This fee will be added to your account balance. For fee information, refer to the enclosed/attached insert as is applicable to your Account.

**26. Charge for Copies and Research.** If you ask for a copy of any document, such as a sales slip or Convenience Check, a charge per hour may be imposed for the time it takes to research and locate the document and a charge per copy will apply. In addition, a billing statement copying fee will be imposed per copy. However, no charge will be imposed in connection with any actual or asserted billing error. For fee information, refer to the credit card disclosure.

**27. Card Recovery Fee.** A card recovery fee may be charged if you use the card(s) after we mail you notice of termination of this Agreement. For fee information, refer to the credit card disclosure as is applicable to your Account.

**28. Fees for Money Transfer Services (MTS).** Until we post an amendment to, we will not charge you any fees for the MTS. Once we begin charging fees we will normally deduct fees and charges automatically from your Card balance at the time a fee or charge is incurred for MTS sent or received.

**29. Your Responsibility and Liability for Unauthorized Use and Lost or Stolen Cards or Convenience Checks.** If your Card or Convenience Checks are lost or stolen, or if you are afraid someone used or may use them without your permission, you must notify the Credit Union at once by calling 800.225.3967. If notice is given orally, you will promptly confirm it in writing. The Credit Union may require you to provide us certain information in writing to help us investigate any unauthorized use. Do not use the Card or the Convenience Checks after you have notified the Credit Union, even if you find them or have them returned to you.

- a) **No Liability. Visa:** You will have no liability for unauthorized use of your Card, Convenience Checks or other Access Devices for non-ATM transactions made over the VISA Network **HOWEVER - your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card.** **MasterCard:** You will have no liability for unauthorized use of your Card, Convenience Checks or other Access Devices for non-ATM transactions made over the MasterCard Network if the following conditions are met: (1) you have used reasonable care in protecting your card from loss or theft; and (2) you have promptly reported to your financial institution when you knew that your MasterCard was lost or stolen.

- b) Limited Liability:** For transactions on other networks or ATM transactions, you may be liable for unauthorized transactions using your Card, Convenience Checks or other Access Devices that occur before we are notified. However, your liability for unauthorized use on networks other than VISA will not exceed \$50.00. In any case, you will not be liable for any unauthorized use after notifying us of the loss, theft or unauthorized use of your Card, Convenience Checks or other Access Devices.

**30. Our Liability for Failure to Complete Transactions.** If we do not complete a transaction pursuant to any request, and/ or in the correct amount, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- a) if through no fault of ours, you do not have adequate funds available on your Card to complete the transfer;
- b) if circumstances beyond our control (such as fire, flood, terrorist attack, national emergency, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions we have taken;
- c) if access to your Card has been blocked after you reported your Card lost or stolen;
- d) if there is a hold on your Card for any reason;
- e) if your funds are subject to legal process or other encumbrance restricting their use;
- f) if your transfer authorization terminates by operation of law;
- g) if a computer system or mobile device was not working properly and you knew about the problem when you initiated the transaction;
- h) if we have reason to believe that the requested transaction is not authorized; or
- i) as otherwise provided in this Agreement.

**31. Default.** You will be in default if:

- a) you fail to pay the Minimum Payment Due by the Payment Due Date;
- b) the Credit Union, in its sole discretion, feels insecure (For example: Our good faith belief that your ability to pay your account is impaired; use of your account in any manner or in any way that may expose the Credit Union to a risk of loss; etc.);
- c) your ability to repay is materially reduced by a change in your employment, by an increase in your obligations, by bankruptcy or insolvency proceedings involving you, by your death, or (for community property state residents only) by a change in marital status or domicile;
- d) you exceed your credit limit without our permission;
- e) you have made a false or misleading statement to us in your application or otherwise;
- f) you are in default under any other agreement with us;
- g) if you use or authorize the use of any Card(s) to make or facilitate any illegal transaction; or
- h) you fail to perform any of your other obligations under the terms of this Agreement as it may be amended from time to time.

Upon default we may close your Account to future purchases and advances and, to the extent not prohibited by Governing Law, demand immediate payment of your entire Account balance, after giving you any notice and opportunity to cure the default if required by applicable law. The Credit Union's sole obligation hereunder with regard to determining and declaring an event of default is the exercise of "good faith," based on its subjective understanding of applicable facts. We shall also have the right to close your account and terminate access privileges where your account is inactive for such periods of time as we may from time-to-time determine to be appropriate for protecting both our and your interests.

**32. Collection Costs.** You agree to pay all costs incurred by the Credit Union in collecting any amounts you owe or in enforcing or protecting the Credit Union's rights under this Agreement, including attorneys' fees of 20.00% of the unpaid balance or such greater sum as may be reasonable, and also those costs, expenses and attorneys' fees incurred in any appellate, bankruptcy and post-judgment proceedings, except as limited or prohibited by applicable law.

**33. Updating and Disclosing Financial Information:** We may report your performance under this Agreement to credit reporting agencies and secure follow-up credit reports on you for any legitimate business reason, including if you fail to make your minimum payments on time. We can reinvestigate and reevaluate any information you provide on your credit card Application at any time, and in the course of doing so, we may ask you to provide additional information, request credit bureau reports and/or otherwise verify your current credit standing.

**34. Access to Account Information.** You agree that all borrowers and authorized users will have access to information regarding transactions on your account, including but not limited to purchases and cash advances, account balances, account history, payments and other information relating to or arising with regard to this account or any transaction.

**35. Change of Name, Address, or Employment.** You will promptly notify us of any change of address or your name, including your e-mail or other electronic address by: 1) writing us at the address set forth in the Schedule; or 2) using the address change request available through Online Banking (the portion of the site you may access after entry of your user name and password or PIN). In the absence of such notice, any mail, disclosure or notice to you at any: address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that any address you provide to us is not or is no longer correct, or as changed without notice to us, and we attempt to determine your new name or address; then the Credit Union may, at its discretion: 1) charge a fee as set forth in the Schedule; and/or 2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.

**36. Correcting the Credit Union's Credit Report.** If you think the Credit Union reported erroneous information about you to a credit reporting agency, call the Credit Union at the telephone number listed on your monthly billing statement. The Credit Union will promptly investigate the matter. The Credit Union will contact each credit reporting agency whose records may reflect an error. The Credit Union will require them to correct your report if its investigation decides that you were correct. If the Credit Union disagrees with you after the investigation, the Credit Union will advise you, in writing or by phone, and instruct you how to submit to those agencies a statement of your position that will become a part of your credit record with them. The instructions will include the name, address, and phone number of each such agency, along with other pertinent information.

**37. Closing Your Account.** Any individual cardholder without the consent of other cardholders may close your Account at any time by notifying us in writing as indicated in this Agreement. Credit Union may close your account or suspend your Card privileges or Convenience Checks at any time without prior notice. Credit Union may also reissue a different Card or different checks at any time. You must return the Card or the Convenience Checks to the Credit Union upon request. You agree that the Card and all Convenience Checks remain the property of Credit Union. Each Card we issue will have an expiration date. Upon expiration of your Card your account will automatically terminate; or the Credit Union, in its sole discretion, may extend your Agreement and issue a new card with a new expiration date. If your account is closed, expires or your credit privileges are terminated or suspended, you will remain responsible for paying all amounts you owe us according to the terms of this Agreement. Without limiting the foregoing, the Credit Union has the right to terminate your line of credit or any part of the services provided pursuant to this Agreement and to demand the return of all cards, access checks and other access devices if the Credit Union, in its sole discretion, feels that it is insecure for any reason whatsoever; including but not limited to mismanagement of your account, failing to safeguard any access device, creation of any credit balances by you that may increase the risk of loss or exposure of the Credit Union.

**38. Change This Agreement.** The Credit Union may change the terms of this Agreement, including the APR, at any time. Except where limited by applicable law, the new terms, including, but not limited to, increasing the finance charge or the way the Credit Union calculates finance charges, late charges, and the minimum payment due, will apply both to new purchases and cash advances as of the day of the change. In accordance with applicable law, the Credit Union will notify you of any increased charge for fixed rate cards by writing to you at the most recent address shown for you on the Credit Union's records.

**39. Delay in Enforcement/Waivers.** The Credit Union may delay or waive enforcement of any of the provisions of this Agreement, including any agreement to make timely payments, without losing its right to enforce the same provision later or any other provisions of this Agreement. You waive the right to receive notice of any waiver or delay or presentment, demand, protest, or dishonor. You also waive any applicable statute of limitations to the full extent permitted by law and any right you may otherwise have to require the Credit Union to proceed against any person before suing you to collect. You understand that the Credit Union will not be liable for a merchant's or other parties' refusal to honor your Card whether due to an error by the Credit Union, the merchant, the Credit Union's authorized agent, or other third party.

**40. Additional Terms of Agreement.** To the extent not prohibited by applicable law, the terms, interpretation and enforcement of any claim or dispute arising under this Agreement, as well as all parties' rights and duties, will be governed by North Carolina State law regardless where you may reside or use your account. Further, this Agreement is the contract which governs all transactions on your Account even though sales, cash advances, credit or other slips may contain different terms. You may not transfer or assign your account or Card to any other person. The Credit Union may assign or transfer this Account, your Account balance, or this Agreement to another person, who will have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives. If there are joint obligors or authorized users for this credit plan, each of you will have the right to use the Account to obtain loans pursuant to the terms hereof. Anyone obligor's elections, transactions and directions to the Credit Union shall be binding upon all obligors. Each of you will be liable for all obligations owing on the Account whether borrowed by you or otherwise and whether within or beyond the credit limit. Your liability will be joint and several. Either party has the right to cancel this Agreement. Further each of you is responsible for all amounts borrowed by any authorized user(s). Authorized users and other users may also be required to repay the amount owed for charges they make; however, you remain, at all times, primarily responsible for all amounts owed. All Cards, billing statements and notices will be mailed or delivered to the address given on the application for either applicant unless you direct otherwise in writing. If any law or judicial ruling makes any part, provision, sentence or section of this Agreement unenforceable, the remainder will continue in full force and effect.

**41. Insurance.** You may be offered insurance for your credit card. If you elect insurance, as set forth in your application, then the charges will be added to your Account balance on each billing cycle, if your insurance application is approved. Credit insurance is voluntary and not required to obtain a credit card account with us. You have a right to terminate this insurance at any time by notifying us in writing.

**42. Compliance with Applicable Laws and Prohibition of Illegal Transactions.** You warrant and agree that you will at all times comply with all Applicable Laws; and that your card and services are at all times subject to Applicable Laws. Further, you agree and warrant that your Credit Card, other access device or any related account will not be used to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. Certain federal and/or state laws or Card Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as charges incurred at a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and

that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

**43. Skip Payment Option.** At our option, we may offer you the opportunity to not make ("skip") a minimum payment during certain designated billing cycles ("skip payment period"). If you do not make your minimum payments as provided in this Agreement, during such designated billing cycles, you understand that we will continue to apply finance charges to your account. Beginning with the billing cycle following an allowed skip payment period, all other provisions of this Agreement will apply. We have no obligation to accept your application for any skip payment period offered, and you authorize us to investigate your creditworthiness including obtaining consumer credit reports. We may charge you an application processing fee for each skip payment period that we may offer to cover our costs of investigating your qualifications for this extension including but not limited to the costs associated with researching your creditworthiness.

**44. Credit Card Rewards and Cash Back Rules.** We may offer rewards and/or cash back (herein rewards) programs from time to time. You (and any other beneficiary of the Program) agree that the Credit Union will not be liable for, and you release discharge, and hold us, or anyone acting on your behalf, harmless from any and all claims of any sort, type, kind, or nature that you may have against us, arising out of or in any way relating to your participation in the Program or its rewards, including (but not limited to) claims for or due to personal injury, property damage, accident, sickness, delay, cancellation, postponement, inconvenience, penalty, refund, or other irregularities that occur or that may be caused by any provider of services or rewards or any person not under direction supervision and control. We are not responsible for inaccuracies in cash accrual due to computer errors, late or incorrect data submissions or any loss incurred that may arise in connection with the use of these services. We are not responsible for the performance by any merchant, service provider or common carrier.

**a) Cash Back Terms and Conditions.** The program is offered at the sole discretion of the Credit Union. We reserve the right to change these Rules at any time, for any reason, and without notice, and this includes the right to suspend or end the program, cancel outstanding cash back rewards, or change redemption of outstanding rewards. We do not assume any liability whatsoever for these changes. You are responsible for any personal tax liability related to participation in the Program or as a result of cash back rewards earned or paid. The Program is void where prohibited by law.

**b) Earning Cash Back Rewards.** Cardholders will earn 1% cash back rewards for "Net Purchase" made by you and/or any Authorized User(s) of the Card. "Net Purchases" means the sum of your eligible purchase transactions minus any credits from returns and/or adjustments. Transactions excluded from cash back rewards calculation include the following: (a) cash advances, ATM withdrawals, convenience checks, balance transfers, and any PIN (Personal Identification Number) transactions, except as otherwise permitted in special promotional offers; (b) any fees and card-related charges posted to the Card account, including late fees and finance charges as outlined in the applicable Cardholder Agreement and Disclosure; or (c) tax payments or any unauthorized charges or transactions. Cash back rewards may be earned only if the applicable account is in good standing. A Card account is not in good standing if closed, suspended, party of any bankruptcy, or past due 30 days or more. If the account is closed by either you or us for any reason or 30 days or more past due, all cash back rewards that have been accumulated but unused will be forfeited immediately. Cash back rewards accrual will begin upon activation of your card. Cash back rewards earned will be credited and displayed on the monthly statement.

**45. VISA Mortgage Advantage Credit Card Requirements and Cash Back:** If your Visa Mortgage Advantage Credit Card is closed within the calendar year, then cash back will be forfeited. If there is a balance, you will be required to pay it in full or you may apply for, and if approved, transfer to another Credit Union credit card product.

**a) Requirements:** You will need to maintain a mortgage loan at the Credit Union to qualify for card. If your mortgage loan is paid off after receiving your Visa Mortgage Advantage Credit Card, then by January 1 of the following year, your Visa Mortgage Advantage Credit Card will be closed. You may apply for, and if approved, transfer to another Credit Union credit card product.

**b) Cash Back:** 1% of all transactions within the year will be credited to the principal of your Credit Union mortgage loan in the month of November. If your Credit Union mortgage loan is paid-in-full, then the cash back will go to your Visa Mortgage Advantage Credit Card. If your Visa Mortgage Advantage Credit Card is paid-in-full, then the cash back will go to your Primary Savings Account.

**46. VISA/MasterCard Account Updater (AU):** AU is an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. The database is accessed by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. This service is provided as a free benefit to you. If at any time you wish to opt-out of the AU service or if you have any questions, please call 800.225.3967 to do so.

## Installment Payment Plan

We may permit you to participate in the Installment Payment Plan (installment plan), which allows you to repay certain balances over time, in equal installments, subject to the conditions set out in this section. Additional terms, including the specifics of a particular offer, will be provided to you if applicable. All such additional terms are deemed part of this agreement.

**For the Purposes of This Section:** Installment plan means the repayment plan applicable to each balance you move from your account's purchases category to the installment plan. You may have several installment plans active at the same time, all of which being part of the installment plan; installment plan means the feature on your account that permits you to create one or more installment plans. The installment plan is a way in which you can access the existing credit limit on your account and is not a separate loan or account; original balance means, for each new installment plan you create, the initial principal amount you move from your account's purchases category to the installment plan. It is this original balance that has to be repaid over the repayment period; repayment period means the term, in months, over which you are required to repay each installment plan. Different installment plans may be created at different times and may have different repayment periods.

**1. How Do You Participate?** We may allow you to create one or more installment plans in order to participate in the installment plan. Your ability to create each new installment plan will depend on an assessment of eligibility made at the time you seek to create an installment plan. In order to be eligible, you must either: (i) have at least one new purchase appearing on your current statement. Prior months' balances that have carried over are not eligible. Similarly, balances related to cash advances and balances at special rates of interest will also not be eligible. We may also limit or otherwise restrict your ability to move balances to the installment plan based on your account's available credit or for any other reason. We may also restrict your ability to create new installment plans at certain times. For example, for new balances appearing on a statement, you will typically be restricted from creating a new installment plan each month from your payment due date until the end of the billing period. For balances that have not yet appeared on a statement, you will be restricted from creating a new installment plan each month on the last day of your billing period. When you create a new installment plan, you will be required to choose: (i) a dollar amount (which may or may not refer to a specific purchase) to move to a new installment plan (this amount is the original balance); and (ii) a repayment period. You will be required to repay each installment plan in accordance with its terms.

**2. Interest Accrual on the Installment Balance.** When you create an installment plan, we will begin charging interest on any installment plan balances at the start of the billing cycle following the billing cycle during which you created the installment plan.

**3. Interest Avoidance Balance.** To avoid interest on non-installment purchases and avoid prematurely paying off your installment plan (and/or 0% balances, if applicable). You must pay your Statement Balance, minus any Installment Plan Balances (and applicable 0% balances), plus your monthly payment for all Installment Plan offers. If the calculated balance for the billing period is less than your minimum payment due, it will reflect your minimum payment to avoid a late fee. This does not include disputed amounts.

**4. Adjustments:** The monthly installment amount will be the same each month during the repayment period, subject to minor adjustments in the final month. These adjustments are to ensure the correct amount of principal and interest is paid.

**5. Repayment of Installment Plans:** The first installment will appear on the first monthly billing statement after you successfully create a new installment plan. Installments will then be billed each month for the duration of the repayment period applicable to each installment plan. Installments for each active installment plan will include both the applicable principal and interest amount and together will be billed as a required part of your minimum payment amount each month. If you return or dispute a purchase, any credit you receive will be applied to your account in the ordinary course. Credits or disputed balances will not result in all or even a portion of the program being paid off or cancelled, nor will it stop any installment interest from being billed. If there are no remaining balances against which the amount could be applied, your account could end up with a credit balance. Each time a new installment plan is created, it will cause your minimum payment amount to increase more than if the original balance had not been used to create a new installment plan.

**6. Cancellation and Removal of Installment Plans:** Installment plans cannot be canceled once accepted, however the credit union may cancel any plan at its discretion.

## Terms and Conditions and Privacy Policy for Using Mobile Wallet Service

**What is a Mobile Wallet Service?** A Mobile Wallet Service (Wallet) allows you to add your Cards to an application using your mobile Device. Your Card number is replaced with a digital number or token. Once added, you understand that you may use your mobile Device to make payments only where the Wallet is accepted. The Credit Union is not a provider of the Wallet and we are not responsible for any failure or inability to perform a transaction using the Wallet. We are only responsible for supplying information securely to the Wallet provider to allow usage of the Card in the Wallet.

**1. Eligibility:** Active Card accounts that are in good standing are eligible to be added to a Wallet. If your Card or any Credit Union account or loan owned by you becomes delinquent, is in a negative status or is otherwise considered to be not in good standing, as determined by the Credit Union in its sole discretion, your Card may be removed by the Credit Union from the Wallet.

**2. Relationship to Other Agreements:** You agree that when you add your Card to a Wallet service, your Card and account will remain subject to the terms and conditions of all existing agreements with the Credit Union. You acknowledge that certain message and data rates may apply from your wireless service providers and/or wireless carriers, which might impact your use of the Wallet. For example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with the Wallet, including downloading the software, receiving or sending text messages, or other use of your mobile Device when using the software or other products and services provided by the Wallet. You expressly agree that you are responsible for all such fees, limitations, and restrictions and that we may contact you via your mobile Device for any purpose concerning your Credit Union accounts including account servicing and collection purposes.

**3. Account Ownership/Accurate Information:** You represent that you are the legal owner of the account and other financial information which may be accessed via the Wallet. You represent and agree that all information you provide in connection with the Wallet is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the Wallet. You agree not to misrepresent your identity or your account information.

**4. Measures to Maintain Your Privacy and Security:** Once you have added your Card to a Wallet service, you agree that we may share your information with the Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Card transactions, and to improve our ability to offer these services. We do not control the privacy and security of your information that may be held by the Wallet provider; we do not control the privacy and security of your information that may be governed by the privacy policy given to you by the Wallet provider. You agree not to leave your mobile Device unattended while logged into the Wallet and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you believe that someone may have unauthorized access to your mobile Device, you agree to immediately cancel your access to the Wallet associated with the mobile Device. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules and regulations in connection with your Card.

**5. Push Notifications:** You may receive push notifications from us from time to time reflecting your Card account activity. If you do not wish to receive notifications, you may turn off these notifications through your Device settings. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Wallet. We may in some cases make individually identifying information available in the following circumstances: when ordered by a court or other legal body or when it is lawfully permitted or required; where we have agreed to provide information under contracts to vendors and partners to make products and services available to our members; or where the member has requested or consents to the disclosure of information. In those cases where we disclose information to outside vendors, we require that they use it for no purposes other than providing previously specified services to our members.

**6. Lost, Stolen or Unauthorized Use of Your Device:** Call us immediately at the Credit Union telephone number printed on the back of your Card if you believe your Device or your credentials have been lost or stolen or someone has used or may use your Device or your credentials without your authorization. Also change your credentials immediately to avoid any unauthorized use of your Wallet(s) or of your personal information. If you get a new Device, delete all of your Cards and other personal information from your prior Device. To update your personal information, please log into Online Banking or call 800.225.3967. You must cooperate with us in any investigation and use any fraud prevention or other related measures we prescribe. Third parties offering Mobile Wallet services may contemplate certain security features and procedures to protect against unauthorized use of any of your Card(s). These features and procedures are between you and the applicable third party. You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Cards.

**7. Protecting Your Passwords and Other Credentials:** You agree to maintain appropriate passwords on your Device(s) to prevent unauthorized access or use. You are responsible for maintaining the confidentiality of any access codes and Device passwords and passwords to applicable operating systems for your Device (such as Apple, Android, Windows, etc.) and other means you may from time-to-time have to access any of your Mobile Cards. You should keep your Device and these credentials secure in the same manner as you would keep your cash, checks, credit cards, and other personal identification numbers and passwords secure. Subject to the Agreements governing the use of the Card you use to create your Card, you are responsible for all transactions made using your Card. **You are solely responsible for maintaining the confidentiality of your User ID, passwords, and any other means that you may from time-to-time have to access the application. If you share these credentials with any other persons, they may be able to use your Card(s) and get access to your personal and payment information. Sharing of your credentials with another person shall create an authorized user until such time as you provide us notice in writing; and we have time to act upon such notice. Call us immediately at the Credit Union telephone number printed on the back of your Credit Union Card if you believe your supported device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without authorization.** While we may permit multiple Cards to be added to one Supported Device, we caution you against sharing your credentials with any other person and you should immediately notify us if someone has access to your Mobile Device or credentials that you have not authorized.

**8. LIMITATION OF LIABILITY:** EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL THE CREDIT UNION, ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OF USE OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ANY CARD, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NOTHING IN THESE TERMS OF USE SHALL OPERATE SO AS TO EXCLUDE OR LIMIT OUR OR OUR SUPPLIERS' LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. FEDERAL LAW AND THE LAWS OF CERTAIN STATES OR OTHER JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR

LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE RIGHTS IN ADDITION TO THOSE CONTAINED IN THESE TERMS OF USE.

**9. Governing Law:** These Terms of Use, your use of any Mobile Card, and any claim, dispute or controversy arising from or relating to these Terms of Use or your use of any Mobile Card are governed by and construed in accordance with the laws of the State of North Carolina (without regard to its conflict of laws rules) and applicable federal law. The legality, enforceability, and interpretation of these Terms of Use and the amounts contracted for, charged, and received under these Terms of Use, if any, will be governed by such laws. These Terms of Use are entered into between you and us in North Carolina. Subject to the arbitration provision in the Membership Agreement, you expressly agree that exclusive jurisdiction for any claim or dispute with us or relating in any way to these Terms of Use or your use of any Mobile Card resides in the courts of Onslow County, North Carolina, and you further agree and expressly consent to the exercise of personal jurisdiction in such courts of North Carolina in connection with any such dispute including any claim involving us or our affiliates, subsidiaries, employees, contractors, officers, directors, agents and content providers.

**10. Changes in These Terms and Conditions:** Except as otherwise required by law, the Credit Union may in its sole discretion change these terms, and modify or cancel the eligibility to use your Card with a Wallet service at any time, without notice. You cannot change these terms but you can terminate them by removing your Card(s) from the Wallet. The Credit Union reserves the right to refuse any transaction for any reason.

**11. Exclusion of Warranties, Limitation of Liability, Indemnification as to Mobile Wallet Services:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A MOBILE WALLET SERVICE IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WALLET IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. THE CREDIT UNION MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF A WALLET.

**Contact Information:**

Attn: Card Services  
Marine FCU  
PO Box 1551  
Jacksonville NC 28541-1551  
800.225.3967

**To Report a Lost or Stolen Credit Card or Other Access Device After Hours:**  
866.820.4865