

with the Card, if you have made a good faith attempt, but have been unable to obtain satisfaction from the merchant or service provider, and (a) your Purchase was made in response to an advertisement we sent or participated in sending to you, or (b) your Purchase costs more than \$50.00 and was made in your state or within 100 miles of your home.

**24. Responsibility and Liability.** You may be liable for the unauthorized use of your Credit Card. If you lose or someone steals your card or any other means to access your Account, or if you think someone has used your Account without your permission, immediately inform Notre Dame Federal Credit Union. You will not be liable for unauthorized use that occurs after you notify Notre Dame Federal Credit Union orally or in writing of the loss, theft, or possible unauthorized use at P.O. Box 7878, Notre Dame, IN, 46556, 1-800-522-6611 or 574-239-6611. If notice is given orally, you will promptly confirm it in writing. We may require you to provide us certain information in writing to help us investigate any unauthorized use. Further, you agree to cooperate and assist us or any government or law enforcement agent or agency in investigating, collecting or pursuing any other rights (civil and criminal) relating to any unauthorized use. In this regard, you agree to file an appropriate police report when asked to do so. Do not use the Card or the Convenience Checks after you have notified us, even if you find them or have them returned to you. You are liable for all transactions that you authorize. We may end your credit privileges and close your Account if we consider it appropriate. No Liability: 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 if the following conditions are met: (a) you have not been grossly negligent; and (b) you have not committed, participated in or conspired to commit any fraudulent act or scheme involving the use of your Visa® credit card account. 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.

**25. Closing or Suspending Your Account.** Any individual cardholder without the consent of other cardholders may close your Account at any time by notifying us in writing or verbally as indicated in this Agreement. We may close your Account or suspend your Card privileges or Convenience Checks at any time without prior notice. We may also reissue a different Card or different checks at any time. You must return the Card or the Convenience Checks to us upon request. You agree that the Card and all Convenience Checks remain the property of us. Each Card we issue will have an expiration date. Upon expiration of your Card, your Account will automatically terminate; or we, in our 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 and any amendments or change in terms. Without limiting the foregoing, we have the right to terminate your line of credit and to demand the return of all Cards, Convenience Checks and other access devices if we, in our sole discretion, feel 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 us or failing to cooperate with us or others with regard to any claim of unauthorized use or any other defense to payment under applicable law.

**26. Credit Information.** You authorize us to investigate your credit standing when opening or reviewing your Account. In assessing any increase to your credit line under the provisions in this section, we may, and you authorize us to, review your credit history, including consumer credit reports. You authorize us to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing. If you think we have reported information to a credit reporting agency that is not correct, you may write to us using the Member Services address listed on your billing statement. Please include your name, address, Account number, telephone number, and a brief description of the problem and a copy of the credit reporting agency report if you have it. We will investigate the matter. If our investigation shows that you are right, we will contact each credit reporting agency to which we reported

the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone.

**27. Communications/Change of Information.** We can provide cards, billing statements and other communications to you at any mailing address or email address shown in our records. If you change your contact information such as any mailing address, telephone number or email address, you must notify us immediately in writing at the address shown on your billing statement. We may obtain mailing address and email address information from you or third parties, and we may accept mailing address corrections from the United States Postal Service. If more than one person is responsible for this Account, we can provide billing statements and communications to any of you. Notice to one of you will be considered notice to all of you. You all will remain obligated on the Account. You agree to pay any fee(s) for incoming communications from us, and/or outgoing communications to us, without reimbursement from us. You authorize us, or anyone acting on our behalf, to call, email, or send a text message using information you provide or to any number where we reasonably believe we can contact you. These include calls to mobile, cellular, or similar devices, and calls using automatic telephone dialing systems and/or prerecorded messages. We may also send an email to any address where we reasonably believe we can contact you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing of your Account.

**28. Telephone Monitoring and Recording.** We and our agents may listen to and record your telephone calls with us. You agree that we and our agents may do so, whether you or we initiate the telephone call.

**29. Agreement.** This Agreement is the contract that applies to all transactions on your Account, even though the Purchases, Cash Advances, credits or other slips you sign or receive may contain different terms. You agree to all the terms and fees contained in the “Credit Disclosure.” We have the right to change the terms of the Agreement for any reason, and in any respect, by adding, deleting or modifying any provision, including APRs, fees, the Minimum Payment and other terms. We can add a new provision without regard to whether the provision deals with a matter already addressed by this Agreement. In certain circumstances, we are required by law to notify you of changes to the terms of this Agreement, and in other circumstances we may not be required to do so. When required by law to advise you that you have a legal right to reject any changes we make, we will provide an explanation about how to do that. In some circumstances, APRs or other aspects of your Account may change even though the terms of the Account do not change, for example when the Prime Rate changes or a promotional period ends.

**30. Assignment.** We may assign your Account, any amounts you owe us, or any of our rights and obligations under this Agreement to a third party. The assignee will be entitled to any of our rights that we assign to that person.

**31. No Waiver.** The Credit Union can delay enforcing any of its rights any number of times without losing them.

**32. 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.

**33. Personal Identification Number (PIN).** We will furnish you with a Personal Identification Number (PIN) upon activation or at your request. You agree to keep the PIN confidential. You also agree you won’t write the PIN on the Visa® credit card or anything you keep with the Visa® credit card. You agree that your use of the PIN and Visa® credit card in getting a Cash Advance constitutes your signature for purposes of such a transaction.

**34. Governing Law.** The terms and enforcement of the Agreement and your Account shall be governed and interpreted in accordance with federal law, and to the extent state law applies without regard to conflict-of-law principles.

**35. For Information.** Please call the Member Services telephone number on your card or billing statement if you have any questions about your Account or this Agreement.

## YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### Notify Us In Case of Errors or Questions About Your Bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write us as soon as possible. We must hear from you no later than sixty (60) days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and Account number.
  - The dollar amount of the suspected error.
  - Describe the error and explain, if you can, why you believe there is an error.
- If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

### Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount; you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. We must tell you the name of anyone we reported you to. We tell anyone we report to that the matter has been settled between us when resolved. If we don’t follow these rules, we can’t collect the first \$50.00 of the questioned amount, even if your bill was correct.

**Special Rule for Credit Card Purchases.** If you have a problem with the quality of property or services that you purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two (2) limitations on this right: (a) You must have made the Purchase in your home state, or if not within your home state, within 100 miles of your current mailing address; or (b) The purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

## CREDIT CARD AGREEMENT AND DISCLOSURE

In this Agreement the words *you* and *your* mean each and all of those who receive this Agreement. *Card* means a Visa® credit card and any duplicates and renewals the Credit Union issues. *Account* means your Visa® credit card limit or credit account with the Credit Union. *We (Us)* means the Credit Union whose name appears on the application, agreement, credit card, or monthly billing statement. In addition to this Agreement you agree that your Account will also be subject to all rules and regulations of Visa® as applicable, which are incorporated herein by reference. If there is any conflict between this Agreement and the rules and regulations of Visa® the rules and regulations of Visa® will control, as applicable.

**CONSENSUAL SECURITY INTEREST:** You grant us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future to secure your credit card account. Shares and deposits in an IRA or any other account that would lose special tax treatment under state or federal law if given as security, are not subject to the security interest you have given in your shares and deposits. You may withdraw these other shares unless you are in default. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. For example, if you have an unpaid credit card balance, you agree we may use funds in your account(s) to pay any or all of the unpaid balance. You acknowledge and agree that your pledge does not apply during any periods where you are a covered borrower under the Military Lending Act.

**1. Using this Card.** You must sign the Card in order to use it. Your Account is to be used only for personal, family, or household purposes. You may use the Card issued to you to make Purchases in person, over the Internet, and by mail or telephone from merchants and others who accept Visa® credit cards and Cash Advances, which includes the use of a Personal Identification Number (PIN) at an Automated Teller Machine (ATM). 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 in certain countries or geographic areas. We will have no liability to you or others if any of these events occur. We are not responsible for any losses if a transaction on your Account is declined for any reason, either by us or a third party. 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.

**2. Authorized Users.** You agree to pay all charges (Purchases and Cash Advances) made by you or anyone who you authorize to use your Account. If you let anyone use your Account, that person is an authorized user. You are responsible for all use of your Account including charges by authorized users. You must tell us if you want to stop an authorized user from using your Account. If you do, we may close the Account and issue a new Card(s) with a different Account number. It is your responsibility to get any Cards, checks or any other means of access to your Account from the authorized user and destroy them or return them to us upon request. Your obligation to pay the amount owed on your Account continues until paid in full even though an agreement, divorce decree or other court judgment to which we are not a party may direct someone else to pay the Account balance. If more than one person signs the application, each is individually responsible for all amounts owed on the Account and all are jointly responsible for all amounts owed. This means we can enforce this Agreement against any of you individually or all of you together.

**3. Billing Statements.** Your Account will have time periods called "billing cycles". Each billing cycle is about one month in length. We will provide you a billing statement each month one is required by applicable law. Your billing statement will show an itemized list of current charges posted 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 line, 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.

**4. E-Statements.** If provided electronically, statements will be: (a) e-mailed to you as an attachment; or (b) 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 you. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notices sent to any one of you will be considered notice to all.

**5. Finance Charges.** The term Finance Charge refers to the interest based on the application of a periodic rate. Separate Finance Charges for Purchases and Cash Advances are determined by multiplying the monthly periodic rate by the separate "average daily balances" for Purchases and Cash Advances. Each "average daily balance" is determined by taking the beginning balance (of Purchases or Cash Advances) of your Account each day, adding any new Purchases or Cash Advances (whichever is applicable) and subtracting any payments or credits. The results are the daily balances. We treat any net credit balance as a zero balance. This gives us the daily balance for each transaction type each day in the billing cycle. The total periodic interest charges for the billing cycle are the sum of the daily periodic interest charges for each transaction type for each day during that billing cycle. All the daily balances for the billing cycle are added and the total is divided by the number of days in the billing cycle to arrive at the "average daily balance" for the cycle. Cash Advances are always subject to Finance Charge from the date they are posted to your Account. If any periodic interest charge is due, we may charge you at least the minimum interest charge, plus any other finance charges (for example, transaction fees). If a grace period applies:

**(a) Purchases.** A Finance Charge will be imposed on Purchases posted during a Billing Cycle when the Previous Balance is not paid in full within the first twenty-five (25) days of the billing cycle. A Finance Charge will also be imposed on Purchases included in the New Balance when the New Balance is not paid in full within twenty-five (25) days after the billing cycle Closing Date.

**(b) Cash Advances.** A Finance Charge will be imposed on Cash Advances from the date of the transaction to the date paid. The Finance Charge accrued on Cash Advances between the Closing Date of the billing cycle and the date your Account is credited will appear on your next statement. There is no time period within which to pay to avoid a Finance Charge.

**6. Credit Line.** We also call this a "credit limit". We will assign a credit line to your Account. Your billing statement will show the amount of your credit line as of the date of the statement. If your Account goes overlimit, you must repay the overlimit amount when it is billed on your monthly billing statement, or sooner if we ask you to. We may, but are not obligated to, allow your Account to go over its credit line. We may change or cancel your credit line without telling you ahead of time. If we do, it will not excuse you from your obligation to pay us. We may restrict the extent to which your credit line can be used for different types of transactions (for example, Purchases, Balance Transfers, and/or Cash Advances) such as by limiting the dollar amount, uses per day, or time period available for any such transaction, and we may completely prohibit use of your credit line for particular types of transactions. Any increase in your credit line requested by you may require you to make a new application for our approval. In assessing your credit line 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 in the Fair Credit Reporting Act or other applicable laws or regulations based on our existing relationship and this Agreement.

**7. Balance Transfers.** In our discretion, we may allow you to transfer balances from other accounts or loans from other credit card companies, other lenders or other balance transfers we may allow, using balance transfer checks we may provide, or by calling us to make the transfer on your behalf. Those uses are "balance transfers". You are not authorized to transfer balances to this Account from other accounts or loans with us. If you request a balance transfer, but do not have enough available credit, we may transfer only a part of the requested amount.

**8. Money Transfer Services.** If you receive any transmittal amount from any Money Transfer Service (MTS) provider you agree not to receive more than \$2,500 per day or more than \$10,000 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.

**9. Types of Checks.** In our discretion, we may issue you Balance Transfer checks or Cash Advance checks. We may also call them "convenience checks". The check must be signed by the person whose name is printed on it. When we receive a convenience check for payment, we may review your Account to decide whether to pay that check. We have the right not to pay a check for any reason, including (but not limited to) the following examples: (a) we are the payee on the check; (b) the check is post-dated (if a post-dated check is paid, resulting in another check being returned or not paid, we are not responsible); (c) you have used the check after the date specified on it; or (d) you are in default (including exceeding your credit line) or would be if we paid the check.

**10. Promotions.** We may make special offers for you to use your Account. If we do, we will tell you how those offers will work and how long they will last. Any special offer is subject to the terms of this Agreement, unless we explain otherwise in the offer.

**11. Additional Grace Period for Purchases.** In addition to your existing Grace Period, we are adding a provision that provides for an additional interest-free period for portions of your Purchase balance, based on timely payments in a billing cycle in which you transition from having paid in full in the previous billing cycle to a billing cycle in which you do not pay in full. Those portions of your Purchase balance eligible for this Grace Period will be excluded from the balance subject to Finance Charge.

**12. Monthly Payment.** Each month you must pay at least the minimum payment due on your billing statement by the due date specified. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your Account has a balance. In addition, at any time your Total New Balance exceeds your credit line, you must immediately pay the amount over your credit line. We may increase the minimum payment due on promotional and/or protected balances. The minimum payment due on these balances will not be greater than double the standard minimum payment percentage as indicated on the credit disclosure. The minimum payments for these balances will be calculated separately and added to the standard minimum payment calculation.

**13. Payment Instructions.** You agree to pay us amounts you owe in U.S. dollars. You must use a check, money order or electronic debit drawn on a U.S. bank or a foreign bank branch in the U.S. We will not accept cash payments through the mail. When we receive or apply a payment, we might not restore your available credit by that amount for up to five (5) days. For mailed payments, your billing statement and the envelope it comes in gives you instructions about how, when and where to make your payments. You must follow these instructions. Your payments will not be credited to your Account before we receive it at the address we specify for receipt of payments and in accordance with the payment instructions. If you make a payment marked as paid in full or indicate that it is to pay all amounts you owe us, we may accept this payment and not agree that it pays all amounts you owe on your Account. Also, we may return this payment to you and you will still owe us the amount of the payment or any other amounts owed on your Account. You authorize us to collect any payment check either electronically or by draft. Funds may be taken from your financial institution account on the same day we receive your payment. We will keep an electronic copy of your check and securely destroy the original check. We may allow you to make payments electronically through our Online Banking web site or with our Member Service Representatives, or by using our Autopay feature. We will provide the terms for these payment services before you use them.

**14. Payment Allocation.** Unless applicable laws specifically require otherwise, we credit payments as of the date received, if the payment is: (a) delivered by 5 p.m. Eastern Time (ET) at the address shown on the remittance slip on the front of your monthly statement; (b) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; (c) sent in the return envelope with only the remittance portion of your statement accompanying it; (d) made by electronic means through our Online Banking web site by 6 p.m. ET; or (e) made in person at a branch location by branch closing or 5 p.m. local time. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed. Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher Annual Percentage Rates

(APRs) before balances with lower APRs. Your Payment Due Date will be at least 25 days from your statement Closing Date. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month.

**15. Skip Payment Option.** In our discretion, 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 payment as provided in this Agreement, during such designated billing cycle, 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 a skip pay fee for each Skip Payment Period that we may offer to cover our cost of investigating your qualifications for this extension, including (but not limited to) the costs associated with researching your creditworthiness. The payoff table on your monthly statement for the skip payment month may reflect a negative amortization.

**16. General Terms Governing Your Payments.** 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 limit until payment is actually collected by the Credit Union.

**17. Automatic Charges.** You may allow others to automatically charge repeat transactions to your Account. You will be responsible for making new arrangements to make those payments if they are stopped for any reasons, such as: your Account is closed or suspended, or your Account number changes.

**18. Default.** Your Account may be in default if any of the following applies: (a) we do not receive at least the Minimum Payment by the date and time due as shown on your billing statement; (b) you exceed your credit line; (c) you fail to comply with the terms of this Agreement or any other agreement with us or one of our related companies; (d) we obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time; (e) you file for bankruptcy; or (f) you become incapacitated or die. If your Account is in default, we may close your Account without notice and require you to pay your unpaid balance immediately. To the extent permitted by law, if any legal action is required to enforce any provision of the Disclosure and Agreement or to recover money owed by you, you agree to pay all costs, including collection costs, attorney's fees, court costs, and any other charges incurred while enforcing our rights under this Agreement.

**19. Variable Rates.** If you have an APR that varies with changes to the Prime Rate, we calculate the APR by adding a margin to the highest U.S. Prime Rate published in the "Money Rates" section of *The Wall Street Journal*. A "business day" is any day that is not a weekend or federal holiday. The APR will change if the Prime Rate changes. If the APR increases, you will pay a higher interest charge and may pay a higher Minimum Payment. The Prime Rate is simply a pricing index and is not the lowest interest rate available. If *The Wall Street Journal* stops publishing the Prime Rate, we will select a similar reference rate at our discretion.

**20. Fees and Charges.** Fees and charges that will be added are as shown in the "Credit Disclosure".

**(a) Annual Membership Fee.** If your Account has an annual fee or similar charge, it will be billed each year or in installments whether or not you use your Account, and you agree to pay it when billed. The annual fee is non-refundable unless you notify us that you wish to close your Account within 30 days of our providing the statement on which the annual fee is billed, and at the same time, you pay your outstanding balance in full. Your payment of the annual fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, we will continue to charge the annual fee until you pay your outstanding balance in full and terminate your Account relationship.

**(b) Transactions in a Foreign Currency and "Cross-Border" Transactions. Currency Conversion Fee:** If you effect or authorize a transaction with your card in a currency other than U.S. Dollars, Visa® will convert the charge into a U.S. Dollar amount. The Visa® currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate, as applicable. The exchange rate Visa® 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 will be applied to transactions that are converted from foreign currencies to U.S. Dollars. The Currency Conversion Fee, if it applies to the transaction, will be shown on your statement.

**Cross-Border Transaction Fee:** In addition, Visa® charges us a Cross-Border Assessment 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 county outside of the United States. We will assess these fees to you to reimburse us for the fee we are required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown on your statement.

**(c) Late Fee.** We may charge a late fee if we do not receive at least the required Minimum Payment for any billing cycle by the date and time it is due. If the amount of the late fee is based on a balance, we will use the total Account balance at the end of the day that the late fee is charged to calculate the fee. This date may be as early as the due date for the late payment.

**(d) Minimum Interest Charge.** We may charge no less than the minimum interest charge if any periodic interest charge is due for a billing cycle.

**(e) Overlimit Fee.** If you agree to allow us to charge overlimit fees, we may charge such a fee to the extent allowed by law when your Account goes overlimit. We may charge this fee even though your balance is over the credit line because of a transaction we allowed. You have the right to withdraw your consent to our charging the overlimit fee at any time. If you do so, we will stop charging you the fee.

**(f) Return Payment Fee.** We may charge a return payment fee if your financial institution does not honor the payment you made to pay amounts you owe under this Agreement, if we stop payment on a cash advance check or balance transfer check at your request or we refuse to pay a cash advance check or balance transfer check.

**(g) Additional/Replacement Card Fee.** We may charge a fee if you request two or more cards or any special services (for example, obtaining cards on an expedited basis). Service fees may change from time to time. We will inform you of the fee in effect prior to when the applicable service is provided.

**(h) Transaction Fees for Balance Transfers and Cash Advances.** We may charge you transaction fees for Balance Transfers and Cash Advances. These transactions fees are Finance Charges and are added to the balance for the applicable category of Balance Transfers or Cash Advances as of the date of that transactions.

**(i) Copies of Documents.** We may charge a fee if you request a copy of a billing statement, sales draft or other record of your Account. However, we will not charge fees for copies of documents requested for a billing dispute..

**21. Illegal Transactions.** You warrant and agree 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 Visa® Association Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. We 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 limitations or prohibitions 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 our control and that we 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 us 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.

**22. Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit which will be posted to your Account. If your credits and payments exceed what you owe us, the amount will be applied against future Purchases and Cash Advances. A credit balance does not increase your available credit. If the amount is \$1.00 or more, it will be refunded upon your request or automatically no later than six (6) months after the posting date.

**23. Merchant Disputes.** We are not responsible for the refusal of any merchant or financial institution to honor the Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you Purchase