

Credit Card Agreement

This Agreement is made by and between Nova UA Federal Credit Union (“NOVA UA FCU”) and each Cardholder and any other person who uses the Account. The words “we,” “us,” “our,” or “credit union” refer to NOVA UA FCU. The words “you,” “your,” or “yours” refer to a Cardholder or to a person who uses a NOVA UA FCU Credit Card account.

When You Become Bound by this Agreement. If you are a Cardholder, this Agreement becomes effective when you open the Account or on the date of the first Account transaction, whichever date is earlier. If you are not a Cardholder, you agree to these Terms when you use the Account.

Governing Law. The Agreement is governed by the laws of New Jersey and the United States of America.

Annual Percentage Rate (“APR”). The APR for your account is _____%.

Transactions You May Make.

Purchases: Use your Card to pay for goods or services anywhere your Card is accepted, including: In person at point of sale; by mail or telephone; or on the internet. Interest (unless the grace period applies) will be calculated from the date of the Purchase until the date you pay us back. A Foreign Transaction Fee of 1% of each Purchase will apply to Purchases made in a foreign currency, outside the U.S., or with a merchant who processes the Purchase outside the U.S.

Cash Advances: Obtain cash or cash equivalents anywhere your Card is accepted. Cash equivalents include items such as traveler’s checks, money orders, lottery tickets, gaming chips, and any other item that may be converted into cash or that we deem to be Cash Advances. Interest will be calculated from the date you obtain the cash advance until the date you pay us back. A fee in the amount of _____ will be charged for each Cash Advance. A Foreign Transaction Fee: 1% of each Cash Advance will apply to all Advances made in a foreign currency, outside the U.S. or with an institution or merchant who processes the transaction outside the U.S.

Interest. We calculate interest for each billing cycle as follows: At the end of each day, we add any new transactions, interest, fees, and other charges to your balance and subtract any payments or credits. (We do not add new Purchases when a grace period applies.) Next we add all the daily balances together and divide the sum by the number of days in the billing cycle. This gives us the average daily balance. We multiply the average daily balance by the monthly interest rate and add the interest to the balance. The average daily balance is called the “Balance Subject to Finance Charge” on your bills. We calculate interest in this manner separately for Purchases, Cash Advances, and any promotional rate balance.

Grace Period. You have a 25 day grace period in which you can avoid paying interest on the new Purchases that are itemized on your bill. If the Previous Balance on your bill was paid in full by its Due Date (or if it was a zero or credit balance), we do not charge monthly periodic interest on the Purchases on your current bill that you pay by its Due Date. The grace period does not apply when any portion of your Previous Balance remains unpaid or if it is paid late. Cash Advances do not have any grace period.

Transaction Limits. We may establish limits on the amount you may borrow or types of transactions we will permit, such as one or more of the following:

- Credit limit which is the maximum amount we have approved to be carried in unpaid Account balances;
- Cash Advance or Purchase Limits which is the maximum balance for each type of transaction you may have;
- Revolve limit which is the maximum unpaid balance we will permit you to carry from one month to another;
- Daily limits which are limits on the number or total dollar amount of certain transactions that we will authorize in a single day;
- Location limits which are certain geographic or merchant locations where we may not permit transactions to be made usually due to a higher risk of fraud or illegal activity.
- Legal limits are limits on the use of an Account we deem necessary to comply with the law or prevent liability to us or anyone else.
- Other limits which we may establish to prevent fraud or losses on the Account or to protect SRFCU, its members, vendors, affiliates, or other persons.

We will tell you about some of the limits such as your credit limit. The credit limit will be shown on your monthly statement. However, for security and other reasons we will not tell you about all the limits we set. You agree not to exceed the limits we tell you about or allow the Account to exceed them. We can increase, reduce, cancel, or suspend any of the limits or add new limits at any time.

Legal Transactions Only. You shall reimburse, indemnify, and hold harmless VISA and us for any and all amounts, expenses, or damages resulting from your alleged illegal use of the Account.

Transactions Made in a Foreign Currency. When you make a transaction in a foreign currency, it will be converted into U.S. Dollars by either: (a) Visa or (b) the merchant or its agent. We do not convert your transactions into U.S. Dollars, and we are not responsible for the conversion rates or processes used by the person who does so.

Recurring Transactions and Automatic Payments. If you authorize a merchant to charge your Account for repeat or recurring transactions, you must notify the merchant if: (a) you want to discontinue the recurring transactions on your Account; (b) your Account is closed; or © your Account number or Card expiration date changes.

Default. Your Account is in Default if you fail to comply with any of the Terms of this Agreement or any other loan agreement or obligation with us; in the event of your death,

incompetence, bankruptcy, insolvency, fraud or misrepresentation; or if any statement or information you made to us in your application or otherwise was untrue or incomplete. If you are in Default, we may, at our option suspend or cancel the Account and/or require you to pay the full amount you owe us at once (after notice if required by law). You are responsible for the entire Account balances including any transactions made by you, another Cardholder, or an Authorized User, and any interest or fees. If there is more than one Cardholder, you are each jointly and severally liable for these amounts. This means we may, at our sole option, collect the entire Account balance from any one of you, or we may collect a portion from each of you.

You agree to pay all costs of collecting the amount you owe under this Agreement, including reasonable attorney fees which may be based on a percentage not exceeding 30% of the principal and interest due, and all court costs.

Lost, Stolen or Unauthorized Use of Card. You must tell us at once if a Card is lost or stolen or you think someone used your Account without your permission. You may notify us by calling the phone number in the Contact Information section of your monthly statement. Cardholders are not liable for Unauthorized Use of a Card. "Unauthorized Use" means use by someone other than a Cardholder or Authorized User for which a Cardholder or any member of a Cardholder's immediate family does not receive a direct or indirect benefit.

Changes to Agreement. We may change this Agreement at any time, whether by adding new terms and conditions, or deleting or amending existing ones. The changes will apply to existing and future balances unless our notice states otherwise. We will send notice of the change at least 45 days before it becomes effective. We will provide Cardholders an opportunity to reject certain changes. When we do, we may require the Account to be closed if you reject the change.

Credit Evaluation. I understand that you may review my loan file at least every 24 months, and I hereby authorize the credit union to investigate and re-assess my credit worthiness.

Your Billing Rights: Keep This Document For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Customer Service, P.O. Box 30495, Tampa, FL 33630.

In your letter, give us the following information:

- **Account information:** Your name and account number

- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you

the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Customer Service, P.O. Box 30495, Tampa, FL 33630

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

CONSENSUAL LIEN

TO PROTECT US IF YOU ARE IN DEFAULT ON ANY CREDIT EXTENDED OR CASH ADVANCED UNDER THIS ACCOUNT, YOU PLEDGE ALL OF YOUR SHARES, DEPOSITS, PAYMENTS, AND DIVIDENDS WHICH MAY BE RECEIVED, WHETHER HELD JOINTLY OR INDIVIDUALLY, UP TO THE AMOUNT OF YOUR OUTSTANDING BALANCE. THIS DOES NOT INCLUDE YOUR INDIVIDUAL RETIREMENT ACCOUNT. WE MAY TAKE ALL THE SHARES NEEDED BY US TO REPAY YOUR CREDIT EXTENSION OR CASH ADVANCE.

COLLATERAL SECURING OTHER LOANS WITH THE CREDIT UNION MAY ALSO SECURE THIS LOAN.

November 28, 2016