

## Line of Credit Agreement

Line of Credit Agreement between myself and GTE Federal Credit Union (the "credit union").

The purpose of this agreement is to establish the terms and conditions of a line of credit. In this agreement the words "I" or "my" mean each person who applies for the MasterCard, MasterCard Gold, Visa, Visa Gold and Visa Platinum credit card or who uses the credit card or duplicate credit card.

The word "card" means your MasterCard, MasterCard Gold, Visa, Visa Gold and Visa Platinum credit card and duplicates of said card. The word "account" means your MasterCard, MasterCard Gold, Visa, Visa Gold and Visa Platinum credit card revolving credit account with GTE Federal Credit Union.

1. I hereby apply for a line of credit that I can use from time to time and which may be replenished by payment on amounts previously drawn.

2. Using my credit card establishes my agreement with these terms and conditions. Issuance by GTE Federal Credit Union will establish the following:

(a) The credit limit approved shall be determined by the credit union, and this credit limit will be drawn upon as I utilize an issued credit card.

(b) The line of credit will be repaid in accordance with the terms and conditions issued by MasterCard, Int'l. and Visa USA, Inc. and in accordance with policies established by the credit union's Board of Directors.

3. Interest charged on outstanding balances will be at the rates disclosed on any outstanding balances that are not repaid within the allowable "grace period" as established by the credit union's Board of Directors.

4. I promise to pay any and all charges incurred by me or by any person whom I authorize to use the credit card issued to me. I further agree to pay any fees or charges assessed against me for any services relating to my account, including but not limited to fees or charges incurred in the recovery of a credit card, in retrieval of transaction data or monthly statements, and in collection of this account.

5. As a holder of a credit card, I understand that I can repay any outstanding balance prior to maturity, in whole or in part, at my option without penalty.

6. I recognize and agree that I will accept any other conditions established by the credit union's Board of Directors that are necessary to protect the best interest of the credit union and to comply with applicable federal and state laws and regulations.

7. I agree that the credit union can change the terms of this agreement any time. The new terms will apply to new purchases, cash advances, balance transfers and convenience checks, accrued **FINANCE CHARGES** that accrue from these balances and applicable fees. The credit union will mail or deliver written notice of the change unless I have already agreed to the change, the change involves late payment charges or over-limit charges, return payment fee or the change is a reduction of a finance or other charge.

8. I acknowledge and agree that the credit union may terminate this agreement under the following conditions:

(a) Upon adverse re-evaluation of my credit worthiness

(b) Upon my failure to satisfy the terms of this agreement and conditions established by the credit union's Board of Directors and MasterCard, Int'l. and Visa USA, Inc.

(c) At my option or at the credit union's option if it has good cause.

9. If my line of credit is terminated by the credit union, I shall receive written notice of such termination; however, I understand and acknowledge that such termination shall not affect my obligation to pay any outstanding balance.

10. I understand that the credit union is required to review my loan file at least once every 6 months, and I hereby give my permission to authorize the credit union to investigate and reassess my credit worthiness.

11. I understand that a re-application by me and approval by the credit union shall be required if:

(a) The credit limit is increased

(b) The terms of payment are extended beyond the terms of the original agreement.

12. I fully understand and agree that if my loans become delinquent or past due, my credit card shall be revoked, unless the credit union determines that extenuating circumstances have contributed to the delinquency; under such circumstances, the credit union may approve my continued use of the credit card.

13. I agree that if it is necessary for the credit union to collect any amounts owed pursuant to this agreement through an attorney or by legal means or to take any actions in bankruptcy court or other court in connection with this agreement, I will pay all costs, including reasonable attorney's fees.

14. When you use your card for a transaction denominated in a currency other than U.S. dollars, the transaction amount will be converted into U.S. dollars by applying an exchange rate selected by Visa or MasterCard from among the range of rates available in wholesale currency markets or the government-mandated rate on the date the transaction is processed. The rate chosen may vary from the rate Visa or MasterCard receives. In each instance, a Foreign Currency Conversion Fee equal to one percent of the amount of the transaction (expressed as a positive number) will be assessed against your account.

### 15. SECURITY INTEREST

AS A CONDITION OF CREDIT UNION'S OPENING AND YOUR USE OF ANY CARD OR ACCOUNT, YOU HEREBY GRANT CREDIT UNION A SECURITY INTEREST IN ALL SHARES AND DEPOSITS WITH CREDIT UNION IN WHICH YOU HAVE AN OWNERSHIP INTEREST NOW OR HEREAFTER (other than an IRA or an account where this security interest would cause the loss of tax-exempt or tax-deferred status). THE SECURITY INTEREST IS FOR ALL AMOUNTS OWED TO CREDIT UNION UNDER THE TERMS OF THE ACCOUNT. IF YOU ARE IN DEFAULT UNDER ANY TERM OF SUCH ACCOUNT, CREDIT UNION SHALL HAVE A RIGHT TO IMMEDIATELY SEIZE YOUR SHARES AND/OR DEPOSITS WITHOUT NOTICE OR DEMAND TO YOU AND TO APPLY SUCH FUNDS TO THE AMOUNTS OWED TO CREDIT UNION.

## Schedule of Current Charges

<u>ITEM</u>	<u>FEE</u>
Return Payment Fee	\$ 29.00
Late Payment Fee	\$ 25.00
Rush Card Fee	\$ 15.00
Rush PIN Fee	\$ 15.00
Cash Advance Fee (by teller)	3.00 % with a minimum of \$5.00
Cash Advance Fee (by ATM)	3.00 % with a minimum of \$5.00 plus "surcharge" if applicable
Balance Transfer	3.00% with a minimum of \$5.00
Card Replacement	\$ 5.00
Statement Copy (per page)	\$ 1.00
Credit Card Payment Fee –	
CU@Home Web Access, Pay My Bill	Free
Branch Transaction (from checking)	Free
Mailed to Processing Center	Free
Assisted Telephone Payment	\$ 5.00
Payment From Savings or Same Day Credit – by GTE FCU processor	\$ 3.00
	\$ 5.00

Item Charge for each	3.00 % with a minimum of \$5.00
Convenience Check Used	
Convenience Check Returned	\$ 29.00
Convenience Check Copies	\$ 1.00
Convenience Check Stop Pymt	\$ 29.00
Foreign Currency Conversion Fee	1% of U.S. Dollar Transaction Amount
Foreign Non-Currency Conversion Fee	0.8% of U.S. Dollar Transaction Amount



# DISCLOSURE REQUIRED BY FEDERAL LAW



## Cash Advances

1. A **FINANCE CHARGE** accrues on cash advances (which includes cash advances, balance transfers, and convenience checks drawn on your credit line that are used to obtain cash, consolidate balances, or purchase goods and services) from the date they are made until the date when payment in full is made for such transactions. There is no time period within which to pay to avoid a **FINANCE CHARGE**. The **FINANCE CHARGE** for a billing cycle is computed by applying the daily periodic rate to the average daily balance of cash advances, which is determined by dividing the sum of the daily balances by the number of days in the billing cycle. Each daily balance of cash advances is determined by adding to the outstanding unpaid balance of cash advances at the beginning of the billing cycle any new cash advances posted to your account, and subtracting any payments as received or credits as posted to your account but excluding any unpaid **FINANCE CHARGES**.

## Credit Purchases

1. A **FINANCE CHARGE** will be imposed on credit purchases only if you elect not to pay the entire new balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire new balance shown on your previous monthly statement within that 25 day period, a **FINANCE CHARGE** will be imposed on the unpaid average daily balance of such credit purchases from the previous statement closing date and on new credit purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire new balance is paid in full or until the date of payment if more than 25 days from the closing date.

The **FINANCE CHARGE** for a billing cycle is computed by applying the daily periodic rate to the average daily balance of 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 credit purchases is determined by adding to the outstanding unpaid balance of credit purchases at the beginning of the billing cycle any new credit purchases posted to your account and subtracting any payments as received and credits as posted to your account, but excluding any unpaid **FINANCE CHARGES**.

Minimum **FINANCE CHARGE**: If **FINANCE CHARGES** are billed in any billing cycle, the minimum billed **FINANCE CHARGE** will be \$0.50.

2. The daily periodic rate used to compute your **FINANCE CHARGE** on your credit card is .02463% with a corresponding 8.99% **ANNUAL PERCENTAGE RATE**, and .03010% with a corresponding 10.99% **ANNUAL PERCENTAGE RATE**, and .03558% with a corresponding 12.99% **ANNUAL PERCENTAGE RATE**, and .03832% with a corresponding 13.99% **ANNUAL PERCENTAGE RATE**, and .04106% with

a corresponding 14.99% **ANNUAL PERCENTAGE RATE**, and .04380% with a corresponding 15.99% **ANNUAL PERCENTAGE RATE**, and .04654% with a corresponding 16.99% **ANNUAL PERCENTAGE RATE**, and .04928% with a corresponding 17.99% **ANNUAL PERCENTAGE RATE**.

When you open your account, your daily periodic rate is based on your credit worthiness.

**3.** The minimum periodic payment required is the total new balance as shown on your monthly billing statement if the amount is under \$10.00. If the new balance exceeds \$10.00, the minimum periodic payment is 2.00% of that portion of the new balance which does not exceed your credit limit, plus the entire portion of the new balance in excess of your credit limit, plus any amount past due, or \$10.00 whichever is greater.

**4.** In the event of suit to collect unpaid balances, all costs including attorney's fees of 10% of the balance due, or such greater amount as may be reasonable and just, and also those costs, expenses and attorney's fees incurred in appellate, bankruptcy and post-judgement proceedings, shall be imposed, except to the extent such costs, fees or expenses are prohibited by law.

**5.** Documentary stamp taxes as may be required by law shall be imposed on each cash advance at the time the loan is made.

**6.** Additional charges, plus applicable taxes, may also be assessed if you pay us with a check which is not honored by your financial institution, request a copy of a document, make delinquent payments, make charges which exceed your credit limit, request a cash advance, request a replacement card or use your card for a transaction at an automated teller machine, if such charges are not prohibited by law or regulation. All such charges shall be treated as credit purchases for purposes of calculating **FINANCE CHARGES** unless prohibited by law or regulation.

**7.** Credits (including merchandise credits or merchant returns, statement adjustments or refunds) applied to accounts will not be considered as a payment or partial payment. If a balance remains after a credit is applied, a payment will still be required.

**8.** If you have other loans from issuer, or take out other loans with issuer in the future, collateral securing those loans will also secure your obligation under this agreement. However, unless you expressly agree otherwise, your primary dwelling will not secure your obligations under this agreement even if issuer has or later acquired a mortgage on the dwelling.

**9.** SECURITY INTEREST (see Line of Credit Agreement, #15)

## Terms and Conditions

The person ("cardholder") whose name is embossed on the face of the Visa™ or MasterCard™ credit card ("card"), and each cardholder, in the event more than one card is enclosed herewith by signing or using said card, receipt of which is acknowledged, agrees with the issuer of the card, GTE Federal Credit Union ("issuer") as follows:

**1.** Goods and services ("credit purchases") may be purchased or leased by means of such card by cardholder from any retail business establishment ("seller") who honors same upon the execution of a sales slip evidencing such credit purchases and bearing the account number of cardholder embossed on the face of such card. Please note that you may not receive a receipt for a transfer or purchase of \$15 or less. Additionally, Visa or MasterCard cash advances ("loans") may be obtained through use of such card (a) upon execution of a written request of cardholder in a form furnished to him from any bank that is a member, alone or in association with others, of Visa Inc. or MasterCard Int'l and (b) upon execution of a written separate agreement with issuer for a Visa/MasterCard overdraft financing agreement, if offered by issuer.

**2.** Cardholder shall be liable and agrees to pay issuer for credit purchases made by, or for loans extended to, cardholder or anyone else using such card unless the use of such card is by a person other than the cardholder (a) who does not have actual, implied or apparent authority for such use, and (b) from which cardholder receives no benefit. Additionally, cardholder shall be jointly and severally liable and agrees to pay for all credit purchases

and loans obtained through the use of any other card bearing cardholder's account number that has been issued to another person by reason of such person being a member of cardholder's family, or otherwise issued upon cardholder's request (all such cards bearing the same Visa or MasterCard account number is hereinafter collectively called "related cards").

**3.** Each card is the property of issuer, is not transferable and must be surrendered upon demand. It can be cancelled as well as repossessed by issuer or its designee, and the privileges thereof revoked, at any time without prior notice.

**4.** Cardholder shall not use card or permit the use of related cards to obtain credit purchases or loans which will increase cardholder's Visa/MasterCard indebtedness to issuer to an amount in excess of the limit established by issuer.

**5.** All credit purchases and loans are effected at the option of the seller and cash advancing bank, respectively, and issuer shall not be responsible for refusal by any seller or cash advancing bank to honor the card or any related card. Any refund, adjustment or credit allowed by seller shall not be by cash but rather by a credit advice to issuer which shall be shown as a credit on cardholder's account statement with issuer.

**6.** Issuer will send to cardholder, at monthly intervals determined by issuer, a statement reflecting for the prior monthly period all Visa/MasterCard card and related card transactions. Such statement shall be deemed correct and accepted by cardholder and all holders of related cards unless issuer is notified to the contrary in writing within 60 days of mailing of such statement. Cardholder will pay such statement by remitting to issuer within 25 days of the closing date reflected on the statement either the full amount billed or, at the cardholder's option, an installment equal to at least the required minimum payment stated in Item 3 of your disclosure.

**7.** Interest on loans and credit purchases will be charged in accordance with the **FINANCE CHARGES** calculation method referred to in item 1 of the disclosure. The rate of interest shall be established by issuer from time to time, but shall never exceed the maximum rate permitted by law. The current interest rate per annum is the **ANNUAL PERCENTAGE RATE** set forth in item 2 of the disclosure.

**8.** If the card is cancelled or surrendered is demanded by issuer, or if cardholder defaults in any payment due, or is deceased, bankrupt or insolvent, or any attachment or garnishment proceedings are initiated against cardholder or his property, issuer may elect to declare all amounts then owed to issuer to be immediately due and payable without notice or demand of any kind. If cardholder has other loans from issuer, or takes out other loans with issuer in the future, collateral securing those loans will also secure the cardholder's obligations under this agreement. However, unless the cardholder expressly agrees otherwise, the cardholder's primary dwelling will not secure cardholder's obligations under this agreement even if issuer has or later acquires a mortgage on the dwelling. Cardholder agrees to pay all costs incurred by issuer in collecting cardholder's indebtedness or in enforcing this agreement, including attorney's fees of 10% of the unpaid balance or such greater amounts as may be reasonable and just, and also those costs, expenses and attorney's fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.

**9.** This agreement may be amended from time to time by issuer by written notice mailed to cardholder at cardholder's last known address.

**10.** Except to the extent that federal law is applicable, the validity, construction and enforcement of this agreement and all matters arising out of the issuance and use of the card shall be governed by the laws of the state in which the card or related cards was issued.

**11.** Additional charges, plus applicable taxes, may also be assessed if you pay us with a check not honored by your financial institution, request a copy of a document, make delinquent payments, make charges which exceed your credit limit, request a replacement card or use your card for a transaction at an automated teller machine, if such charges are not prohibited by law or regulation. See Schedule of Current Charges in this disclosure.

**12.** Cardholder may be liable for the unauthorized use of the card or related cards as provided in this paragraph. The cardholder will not be liable for any

unauthorized use that occurs after issuer is notified, orally or in writing at:

Credit Card Department P. O. Box 31112 Tampa, FL 33631-3112	Telephone Number (813) 871-2690 ext. 40401 or 1-888-871-2690 ext. 40401 - during business hours 1-800-449-7728 - all other times
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Consumer Liability Changes	Visa™	MasterCard™
No Liability	If the lost/stolen card is reported within 24 hours of discovery.	
Limited Consumer Liability	\$50 if the lost/stolen card is reported more than 24 hours after discovery.	
Exceptions	May be increased if the CU can prove that the member has been grossly negligent.	

If cardholder has a consumer account or a business account for which less than 10 cards have been issued, cardholder's liability for unauthorized use of a card will not exceed \$50.00. If 10 or more cards are issued for use by employees of a single business or other organization, there is no limit to cardholder's liability for any unauthorized use that occurs before the cardholder notifies issuer as provided herein; the business or organization may only impose liability on its employees for the unauthorized use of a card as authorized by federal law and regulation.

**13.** Cardholder agrees that issuer, its agents or service companies may monitor and/or record any telephone communications with cardholder.

**14.** (Visa cardholders only) You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law.

**15.** (MasterCard cardholders only) If you effect a transaction with your MasterCard card in a currency other than U.S. dollars, MasterCard International Incorporated will convert the change into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

## 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 to us as soon as possible. We must hear from you no later than 60 days after we sent 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 checking account, you can stop the payment on any amount you think is wrong. To stop payment your letter must reach us three business days before the automatic payment is scheduled to occur.

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

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 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 while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any **FINANCE CHARGES** related to any questioned amount. If we didn't make a mistake, you may have to pay **FINANCE CHARGES**, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 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. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

## Your Right to Cancel your Account

You can choose not to accept the changes in this notice by cancelling your account.

If you do not wish to accept the changes regardless of whether your account is closed, you may do so by notifying us. Please call or write us a letter advising us that you do not want to accept the change. We will need to receive this call or letter no later than Month Date Year. Please be sure to include your name, address and account number and send the letter to P.O. Box 172599, Tampa, FL 33672-0599, or call our toll free number 1-888-2690, Ext 40436.

Please note that if you do not choose to accept the changes:

– You'll still be responsible for any outstanding balances on your account.

– Your card will no longer be of use for new activity, including purchases as the account will be closed(if it is not already closed)

– Any reward points you have earned will be forfeited unless you call us to redeem your points before your account is closed.

If you have any questions about these changes, please contact us at 1-888-871-2690.

## Special Rules For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

**(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; and

**(b)** The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.