

## MIDFLORIDA Credit Union VISA Platinum Credit Card Disclosure

The below stated disclosure is effective as of February 22, 2010.

Introductory Rate for Purchases and Balance Transfers	<b>3.99%</b> for the first 6 months, after that:	
Annual Percentage Rate (APR) for Purchases, Balance transfers and Cash Advances	Equifax Beacon Score => 700	<b>9.99%</b>
	Equifax Beacon Score 620 to 699	<b>13.99%</b>
	Equifax Beacon Score 500 to 619	<b>16.99%</b>
Grace Period for Repayment of Balances for Purchases	You have 25 days calculated from the statement closing date to repay your balance for purchases before a finance charge will be imposed.	
Method of Computing the Balance for Purchases	The finance charge is computed by applying the monthly periodic rate to the average daily balance of purchases..	
Method of Computing the Balance for Cash Advances	The finance charge is computed by applying the monthly periodic rate to the average daily balance of cash advances.	
Annual Fee	\$0.00	
Balance Transfer Fee	\$0.00	
Cash Advance Fee	\$0.00	
Foreign Transaction Fee	1% of the transaction amount if the transaction involves a currency conversion. If no currency conversion is involved, the fee is .8%	
Late Payment Fee	If the minimum payment is not received by the due date, a late charge equal to the greater of \$10.00 or 5% of the unpaid portion of the past due amount is imposed.	
Minimum Finance Charge Fee	\$0.00	
Over the Credit Limit Fee	\$0.00	
Return Check Fee	\$25.00	
Stolen/Lost Replacement Card Fee	\$0.00	
Penalty APR	17.99% - If you become 60 days or more past due, we can raise your interest rate on all balances to the penalty rate. You must make 6 payments in a row on time to cancel the penalty rate and have your APR lowered to the rate prior to your penalty rate.	
Minimum Payment Requirement	Your minimum monthly payment is 2% of your statement ending balance plus any unpaid payment amounts from previous statements plus any amount owed over your credit limit, or \$10, whichever is greater.	
The above disclosed terms and conditions are for new credit card applications only. These terms are in effect for consumers between the ages of 18 and 20 as well as consumers ages 21 and older.		
Terms and conditions on existing accounts may vary. For a list of terms and conditions on your specific account, you may contact MIDFLORIDA and we will send you your Terms and Conditions within 20 days of receiving your request. On this website you will find a button for requesting your Terms and Conditions on your credit card account.		

Membership in MIDFLORIDA Credit Union is required to apply for and receive a credit card account. A savings account with a minimum balance of \$5 establishes membership. MIDFLORIDA Credit Union requires a fully completed and signed credit card application to issue credit. Our credit limits are based on your monthly or annual income or assets. Changes to the terms offered for new accounts may be made without notice.

## MIDFLORIDA CREDIT UNION CREDIT CARD TERMS AND AGREEMENT

In this Agreement the words "you" and "your" mean each and all of those who apply for the card or who sign this Agreement. "Card" means the VISA credit card and any duplicates and renewals we issue. Everyone who receives, signs or uses a card issued under this Agreement must be a member of this Credit Union. "Account" means your VISA credit card Line of Credit account with us. "We", "us" and "ours" means this Credit Union.

**1. Using Your Account.** If you are approved for an Account, the Credit Union will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") that you will have outstanding on your Account at any time. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.

**2. Using Your Card.** You may use your Card to make purchases from merchants and others who accept VISA Cards. However, you may not use your Card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept VISA Cards, and from some automated teller machines (ATMs). (Not all ATMs accept VISA Cards.) To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your Card. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state or local law.

**3. Responsibility.** You agree to pay all charges (purchases and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you made with the Credit Union. If this is a joint Account, Section 17 below also applies to your Account.

**4. Finance Charges.** New purchases posted to your account during a billing cycle will not incur a Finance charge for that billing cycle if you had a zero or credit balance at the beginning of that billing cycle or you paid the entire New Balance on the previous cycle's billing statement by the Payment Due Date of that statement; otherwise a Finance charge will accrue from the date a purchase is posted to your account. To avoid an additional Finance charge on the balance of purchases, you must pay the entire New Balance on the billing statement by the Payment Due Date of that statement. A Finance charge begins to accrue on cash advances from the date you get the cash advance. The Finance charge is calculated separately for purchases and cash advances. For purchases, the Finance charge is computed by applying the monthly periodic rate to the average daily balance of purchases. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of purchases. Then, we add all the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives

us the average daily balance of purchases. For cash advances, the Finance charge is computed by applying the monthly periodic rate to the average daily balance of cash advances. To get the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. Then, we add all the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances.

**5. Other Charges.** The following other charges (fees) will be added to your Account, as applicable:

**a. Over-the-Credit-Limit Fee:** None.

**b. Late Payment Fee:** If the minimum payment is not received by the due date, a late charge equal to the greater of \$10.00 or 5% of the unpaid portion of the past due amount is imposed.

**c. Return Check Fee:** \$25.00.

**d. Cash Advance Fee:** None.

**6. Payments.** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than twenty-five (25) days from the statement closing date, whichever is later. If your statement says the payment is "Now Due," your payment is due no later than twenty-five (25) days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 2% of your Total New Balance, or \$10.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

**7. Payment Allocation.** Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses. We may accept checks marked "payment in full" or with words of similar effect without losing any of our rights to collect the full balance of your account with us.

**8. Security Interest.** If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares, your pledged shares will secure your Account. You may not withdraw amounts that have been specifically pledged to secure your Account until the Credit Union agrees to release all or part of the pledged amount. In addition, your Account is secured by all other shares you have in any individual or joint account with the Credit Union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this agreement. You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on your Account if you should default. Collateral securing other loans you have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.

**9. Default.** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if

you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe. When you are in default, the Credit Union has the right to demand immediate payment of your full Account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your Account may be applied towards what you owe.

**10. If Your Card is Lost or Stolen or if an Unauthorized Use Occurs.** I agree to notify you immediately if my card is ever lost or stolen or if an unauthorized use may have occurred. The telephone number to call is (727) 570-4881, and I agree to follow up the call with notice in writing to you at: P.O. Box 8008, Lakeland FL 33802 I also agree to assist you in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of my card and comply with such procedures as you may require in connection with your investigation, including filing a police report and otherwise assisting in the prosecution of any unauthorized user. I will be liable for any unauthorized use over the Visa Network only if you can prove that I was grossly negligent in my use or handling of my card, or if you can prove that I used the card fraudulently. My liability for unauthorized use on networks other than the Visa Network will not exceed \$50.00. In any case, I will not be liable for any unauthorized use that occurs after I notify you of the loss, theft, or unauthorized use.

**11. Changing or Terminating Your Account.** The Credit Union may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law and specified in the notice to you, the change will apply to your existing Account balance as well as to future transactions. Either you or the Credit Union may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized. The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by you or the Credit Union. The Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union. If this is a joint Account, Section 17 of this Agreement also applies to termination of the Account.

**12. Credit Review and Release of Information.** You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).

**13. 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 Credit Union a credit slip which will 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 or more, it will be refunded upon your written or verbal request.

**14. Additional Benefits/Card Enhancements.** The Credit Union may from time to time offer additional services to our Account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

**15. Foreign Transactions; Currency Conversion.** Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States will be charged a foreign transaction fee in an amount to be determined by the Credit Union, regardless of whether there is a currency conversion associated with the transaction. The conversion rate in dollars will be a rate selected by VISA from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date in each instance. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands; this may include internet transactions.

**16. Plan Merchant Disputes.** You are not responsible for the refusal of any plan merchant or financial institution to honor my card. Also, you are not responsible for goods or services I purchase with the card unless (a) my purchase was made in response to an advertisement you sent or participated in sending me; (b) my purchase cost \$50.00 or more and was made from a plan merchant in my state or within 100 miles of my home; and I have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant. I must resolve all other disputes directly with the plan merchant.

**17. Joint Accounts.** If this is a joint Account, each person on the Account must sign the Agreement (by signing on the application). Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.

**18. Effect of Agreement.** This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

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

**20. Statements and Notices.** Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

**21. Final Expression.** This Agreement is the final expression of the terms and conditions of this VISA line of credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

**22. Copy Received.** You acknowledge that you have received a copy of this Agreement. You understand that the use of your credit card will constitute acknowledgement of receipt and agreement to the terms of the credit 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 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 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 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 an 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 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 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.

### **Special Rule 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.