

an Individual Retirement Account or other tax-deferred retirement account, any due and payable debt owed to us now or in the future. This includes the total amount of which we are entitled to demand payment under the terms of this Agreement. Collateral securing other loans, which are part of a credit plan you have with the Credit Union, except for the security interest in your principal dwelling, may also serve as security for this Account in case of default.

Enforcing this Agreement – We have the right to enforce or not enforce our rights under this Agreement without losing the right to enforce them in the future. A delay in action does not indicate that we cannot exercise these rights at a later date as permitted by law. If any term of this Agreement is found to be unenforceable, all other terms will remain in full force.

Telephone Monitoring and Recording – In order to ensure that you receive the best possible service, and that our employees comply with our policies and applicable laws in their contact with you, on occasion, we may record your call or we may have a second employee listening to your call. You consent to the recording and monitoring of your calls and further authorize us to contact you by telephone for any lawful purpose.

Change of Address – If your mailing address or contact information has changed, or if the address as it appears on this billing statement is incorrect, you must notify us promptly by contacting us at the address or telephone number at the beginning of this Agreement or use our website at www.AchievaCU.com. If we note that mail addressed to you is returned to us by the United States Postal Service (USPS) with an address correction label, you authorize us to accept, at our option, the mailing address correction provided by USPS to correct the address on your Account. If you have elected to receive electronic billing statements for this Account, you must promptly provide us with an update of your correct email address. Your email address may be easily updated by accessing our electronic banking platform “Home Banking” located on our website.

Information we share and our Privacy Policy – We do not share your personal information except with non-affiliated service providers we use to service your Account and we only share the information necessary to accomplish specific tasks. By opening this Account, you understand and grant us the authorization to share information about you and this Account with the service provider we use to assist you in case of emergency about your Account. Our overall Privacy Policy is available on our website, was provided to you in the Universal Account Agreement when you opened your membership, and is sent to you on a yearly basis.

Liability for Lost or Stolen Cards or Account Number – If your Card, Account number or other means to access your Account are lost or stolen, or you think someone used or may use your Account without your permission, you must notify us at once, orally or in writing, Monday through Friday 9:00 AM to 5:30 PM at the address and phone number shown on this agreement or by calling 1-800-543-5073 twenty-four (24) hours a day, seven (7) days a week. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made from your Account, unless you are found to be grossly negligent in the handling of your Card or Account. If you notify us properly and no gross negligence was found from your part, your liability will not exceed \$50 and may even be waived under the Visa agreement with your Card issuer.

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 billing statement. 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 the payment, your letter must reach us at least three (3) business days before the automatic payment is scheduled to occur.

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 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. 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 \$50.00 of the questioned amount, even if your bill was correct.

IMPORTANT INFORMATION REGARDING YOUR ACCOUNT – We may report information about your Account to credit reporting agencies, including a failure to pay us on time (late payments, missed payments or other defaults). This applies to all parties liable for this Account.

GOVERNING LAW – THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF FLORIDA WHERE WE AND YOUR ACCOUNT ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

Special Rule for Credit Card Purchases – If you have a problem with the quality of the 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; and
- 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.

Emerald Cash Rewards Visa® - Terms and Conditions – Cash rewards are earned at a rate of 1% of yearly qualified purchases for the first \$5,000.00 and 2% of yearly qualified purchases over \$5,000.00. A qualified purchase is a net retail purchase and does not include credits, returns or adjustments. Cash advances, gift card purchases, balance transfers, and purchase of monetary instruments are not eligible and are not considered in the calculation of the cash rewards. To be eligible for cash rewards, you must have an active Achieva checking account. An active checking account is a checking account with a minimum of five transactions posted during the Emerald Cash Rewards VISA statement billing cycle. Examples of transactions are direct deposits, checks written, ATM withdrawals, debit card transactions, and bills paid using Online Bill Pay. The cash rewards are calculated monthly at the end of the each VISA card billing cycle and accrue throughout the year. Cash rewards will not be earned or accrue for the month if you have a delinquent Achieva loan for 30 days or more or if your checking account does not meet the monthly minimum requirement of five transactions for the VISA statement billing cycle. Your cash back rewards will accrue during the year and will be deposited to your savings (S1) account during the month of November each year. Achieva Credit Union reserves the right to modify or discontinue this program without notice.

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.



Achieva Credit Union
10125 Ulmerton Road
Largo, FL 33771

(727) 431-7680 • www.AchievaCU.com



**Classic/Gold/Platinum/Emerald/College Connection
VISA CREDIT CARD AGREEMENT
Effective February 22, 2010**

KEEP THIS NOTICE FOR FUTURE USE

YOUR BILLING RIGHTS

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

Agreement – This agreement (“Agreement”) governs your VISA card account (“Account”) with the Credit Union and contains important information that applies to your Account.

Future Amendments – We may amend this Agreement at any time by adding, deleting, or changing provisions of this Agreement. The most recent credit card agreement is available on our website at www.AchievaCU.com.

Definitions – In this Agreement, the words:

“**Account**” means the VISA credit card account approved for you by the credit union.

“**Card**” means the access device with the VISA logo made available to you after approval for the purpose of access to your Account. It also includes future renewed or substituted access device issued to you under this Agreement.

“**Credit Union**”, “**we**” and “**us**” refer to the credit union whose name appears on this Agreement or anyone to whom this Agreement may be assigned in the future. “**Current Payment Due**” means the minimum payment required that you must pay at or before the “Payment Due Date” to avoid late charges.

“**Finance Charges**” means calculated interest based on your approved APR(s) you are paying for the funds you borrow on your Account by making purchases, and other types of transactions.

“**Payment Due Date**” means the date by which you must make the “Current Payment Due” to avoid late charges.

“**Total New Balance**” means the balance remaining on your Account after the prior month payment including fees and finance charges.

“**you**” and “**your**” refer to each liable person who applies and agrees to the term and conditions of the Account. This includes any person authorized by you to use the account now or in the future.

Usage of your Account – If you are approved for the Account, you understand that the first time the card is used by you or other authorized persons on the Account for the purchase of goods or services, will constitute consent to the terms of this Agreement and your acknowledgement of delivery of a copy of this Agreement to you. If you allow someone to be an authorized user on the Account, you are allowing that person to use the Account as you can. You will remain responsible for all transactions and charges made by you and other persons authorized by you.

Usage of your Card – You may use your Card to purchase goods and services from merchants and others who accept VISA. You may also use the Card for cash advances from financial institutions and automated teller machine (ATM) permitting such transactions. Cash withdrawals at an ATM will require the use of a personal identification number (PIN). Purchase of goods and services online will often require you to enter the security code located on the back of your Card. The Card or Cards you receive remain the property of the credit union and you agree to surrender all Cards upon request or upon termination of this Agreement whether initiated by you or the credit union. You agree that you will not use your card for transactions considered illegal under applicable federal, state, or local laws. Transactions made on illegal internet gambling sites are prohibited and will be rejected and can cause the termination of your Account.

Responsibility – In return for extending credit to you on this Account, you promise to pay for all goods and services you charge to this Account, any finance charges, fees and other charges set forth according to the terms of this Agreement. If more than one person has applied for or is liable

on the Account, each of you will be responsible for paying all charges incurred whether initiated by you or anyone who has your permission to use the Account.

Account Credit Limit and Responsibility – Once you have been approved for the Account, we will notify you of the credit limit authorized on the Account. You are responsible for keeping track of your Account balance (including fees and Finance Charges) and to ensure that you do not exceed the limit of the Account. Occasionally, we may, but we are not required to, authorize a charge over the limit of your Account without imposing an over the limit fee. If your billing statement indicates that your limit has been exceeded, you will be required to cover the excess over the limit (in addition of the required “Current Payment Due”) by the “Payment Due Date” of the statement showing your Account balance over its credit limit. We have the right at any time, and when not prohibited by law, to limit or terminate the use of your Account without giving you notice in advance and we will not be liable to you for any consequences resulting from this action.

Requesting a Limit Increase – You may at any time request an increase of your limit by submitting a credit request to us. All requests will be evaluated on the credit information of the requestor(s)

Achieva VISA® Credit Cards	
VISA Classic, Gold, Platinum; Emerald Cash Rewards VISA	College Connection VISA
Qualifying APRs¹	
9.90%, 11.90%, 13.90%, 15.90%, or 17.90%	13.90%
Grace Period²	
25 Days	
Annual Fee	
None	
Minimum Finance Charge	
None	
Over Limit Fee³	
None	
Cash Advance Rate	
Same Rate as Purchases	
Late Fee	
\$35.00	
Method of Computing Balance	
Adjusted Average Daily Balance	
Cash Advance & Balance Transfer Fee	
3% of advance or transfer to a monthly maximum of \$100	

¹ APR is annual percentage rate. APRs shown are available qualifying rates based on your credit qualification. APRs are correct at time of printing and subject to change. For most recent information, call us at (727) 431-7680 or visit our website at www.AchievaCU.com.

² There is no Grace Period for Balance Transfers and Cash Advances. To avoid Finance Charges on new purchases and take advantage of the “Grace Period”, you must have paid your balance in full on the prior month billing statement by the “Payment Due Date” and pay the balance in full by the “Payment Due Date” on the current statement showing your new purchases.

³ An account over its limit must be reduced to its limit or below within the billing cycle in which it first exceeds the account limit to avoid a breach of the Account Agreement.

and current income to establish ability to repay the debt. Final decisions remain at the sole discretion of the Credit Union.

Billing Period – To help manage your Account, we divided the year in equal billing periods of approximately one month in length so you have the convenience of a monthly statement made available to you at least 25 days prior to your “Payment Due Date”. The “Payment Due Date” will always be the same date each month.

Finance Charges – No Finance Charges will be imposed in any billing period if there is no balance owed at the beginning of the billing period or a credit balance exists. If you have a previous balance on your billing statement, we will apply Finance Charges on the “Total New Balance” (previous balance plus any fees, purchases, transfers and cash advances minus any payment(s) you made). The Finance Charges are determined by applying the monthly periodic rate (MPR) of your Account to the calculation of your Average Daily Balance. Finance Charges for cash advances and transfers begins to accrue from the date they are originated or from the first day of the billing cycle in which the cash advances or transfers are posted to your Account, whichever is later. Finance Charges on your purchases of goods and services start accruing on the day the transactions post to the Account.

Other Fees as applicable:

Return Item Fee – If any check, instrument, or electronic authorization used to pay the amount you owe us under this Agreement is not honored upon first presentation, we may charge you a Return Item Fee of \$10.00 for each item.

Card Replacement Fee – A fee of \$10.00 may apply to each replacement card issued to you for any reason.

Copy of Document Fee – A fee of \$3.00 may apply for each copy of a sales draft or statement requested by you (except when the request is made in connection with a billing error or unauthorized transactions).

Method of Computing Finance Charges – We first determine the Average Daily Balance on your Account for the billing period. To compute the Average Daily Balance, we take the beginning balance of your Account each day, then add any new purchases, unpaid Finance Charges, fees, and other charges, then subtract any payments, credits or credit adjustments. This gives us the daily balance. We then add up all the daily balances for the term of the billing period and divide the total by the number of days in the billing period. This gives us the “Average Daily Balance”. All transactions on your Account are calculated by this method even if calculated separately.

Grace Period – “Grace Period” means the period of time during a billing cycle when you will not accrue Finance Charges on certain transactions or balance(s). To avoid Finance Charges on new purchases of goods and services and to take advantage of the Grace Period, you must have paid the Total New Balance from the prior month billing statement in full by the Payment Due Date and pay the Total New Balance of the current billing statement (showing all new transactions) in full by the Payment Due Date. A Grace Period does not apply to transfers and cash advances.

Current Payment Due – The Current Payment Due each month is the greater of \$10.00 or 3% of the Total New Balance rounded up to the nearest dollar. The Current Payment Due must be received by at least 5:00 PM on the Payment Due Date which will be on the same date every month and no less than 25 days from the end of the prior billing statement closing date.

When Your Payment will be Credited to Your Account – If you make your payment in person at one of our branches, your payment will be credited on the same day you make the transaction. Payments made electronically before 5:00 PM will be credited on the same day except for Sunday and Federal Holidays. Mailed payments will be credited as of the date they are received. If your Payment Due Date is a Sunday or Federal Holiday, you will not be considered late for any purpose and will not incur a late payment fee if your payment is made by the next business day.

Payment Allocation – You may pay more than the Current Payment Due and make payments to your Account at any time. If your Account has more than one APR applying to different portions of your total outstanding balance, we will allocate funds you pay over the “Current Payment Due” to the balance with the highest APR first, and any remaining excess funds after that to the next highest APR in descending order. This will result in balances with higher APRs being paid before any others. If your credits and payments exceed the total balance owed on the Account, your Account will show a credit balance and the funds will be applied against future purchases, transfers or cash advances. If the credit balance amount is \$1.00 or more, it will be refunded upon your written request or automatically after six (6) months.

Change-in-term Notice – If unforeseen factors such as changes in products, market conditions, financial analysis, or any other conditions require us to implement a change-in-term for your Account, we will make available to you a written change-in-term notice at least 45 days before any significant change in the terms of this Agreement.

Opt-out – Change-in-term notices that you may receive in the future will include the reason(s) for the change and a statement allowing you to opt-out of the change-in-term before it goes in effect and how you should proceed to opt-out. You agree and understand that opting-out of a change-in-term will terminate the use of your Account. If you have recurring debit payment(s) set-up through your credit card account, you must notify the payee(s) immediately and make alternate arrangements. **APR Increase** – If we increase the APR of your Account, we will not apply the increase to the existing balance of your Account (defined as the amount owed at the end of the

14th day after the date we made the change-in-term notice available to you). This doesn’t apply if you entered into a prior Agreement with us for a promotional APR with a pre-defined term and your promotional APR has reached its maturity date and all facts were clearly disclosed to you when you signed for the promotion. The right to opt-out of a change-in-term (including an APR increase) will not apply if:

- (1) The change is due to an independent index for an Account that has a variable APR based on a certain margin over a published index.
- (2) You failed to comply with the terms of an individual workout plan.
- (3) You failed to pay the Current Payment Due and you are more than 60 days past due on your Account.

If you use your Card to make purchases, pay for services, make transfers and/or cash advances and the transactions post to your Account more than 14 days after we have made the change-in-term notice available to you, we have the right to apply the new rate and/or transaction fee to those transactions even if you have rejected the change-in-term before the effective date. If there is more than one person responsible for this Account, notices sent to one of you will be considered notice to all of you.

Underage Consumers (Under the Age of 21) – We will not issue a credit card to anyone under the age of 21 unless such person is able to:

- a) Provide proof indicating he or she has the ability to support the debt, or
- b) Applies and obtains the signature of a qualified co-applicant of at least 21 years of age who has the ability to repay the debt and agrees to be jointly liable on the Account. If a request is made to increase the limit of such Account, it will not be considered unless permission is obtained from the co-applicant who is at least 21 years old and who is currently jointly liable. All increase requests are subject to ability to repay and credit information and are at the sole discretion of the credit union.

Balance Transfers – Other financial institutions’ credit card accounts are eligible for balance transfer to this Account and will be treated as cash advances on your Account. Occasionally, we may offer a promotional lower APR for a limited introductory period of no less than six (6) months to accommodate the transfers of such balance(s). During the introductory period of a special promotion, only the balance(s) of such transfer(s) are subject to the promotional APR. All other transactions you make (purchase of goods and services, cash advances) will be subject to the qualified APR that was disclosed to you when you opened the Account. This qualified APR is the same as the one that will also apply to any remaining balance(s) of your original other credit card balance transfer(s) after the termination of the promotional introductory period APR.

Foreign Transactions – Purchase of goods and services or cash advances you make in foreign currencies will be converted in US dollars before posting to your Account. On the day VISA receives your transaction(s), they select the rate of exchange to convert your transaction(s) in US dollars from a range available to them in wholesale currency markets. The selected rate may be different than the rate of exchange in effect on the day you made the transaction(s) or the day the transaction(s) post to your account. The credit union does not charge you additional fees for the foreign transactions you make.

Credit Review – You authorize us to review your credit history by obtaining credit reports in connection with your application for this Account and subsequently in connection with a purchase, a review of your Account, or efforts to collect any amount due on your Account. Upon your request we will tell you whether or not a credit report was requested and the name and address of the consumer credit reporting agency we used. Your authorization also extends to inquiries we may initiate with your employer, businesses or financial institutions where you may have (now or in the past) established relationships, and persons you named as references.

Closing the Account – You may close this Account at any time without any specific reason. If you close this Account, we may require you to put the request in writing and you agree that you are responsible to pay the total balance due (including fees and Finance Charges) on the Account under the current terms of the Agreement in force at the time the Account is closed. We have the right to close or suspend privileges on this Account at any time and for any reason without prior notice.

Default – You will be in default if you fail to make the “Minimum Payment Due” by the “Payment Due Date” of your billing statement. You may also be considered in default if you fail to promptly pay any amount exceeding the credit limit of your Account. If you breach any promise or obligation under this Agreement, if you become incapacitated, or if you file bankruptcy subject to applicable law, we may also consider you to be in default under this Agreement. You will also be found to be in default if any statement made by you to us in connection with this Account, or any other credit program with us was false or misleading. If we receive information indicating that you are deceased, bankrupt, intent to file for bankruptcy, or unable to pay your debts as they become due; or we receive information leading us to conclude that you are no longer credit worthy, or in the event of default, subject to any right you may have under applicable law, we may demand the payment of the entire unpaid balance due. If we must refer your Account to an attorney, you agree to pay our reasonable attorney’s fees and court costs, but only to the extent and in the amount permitted by applicable law of the State of Florida.

Security Interest – If the security of this Account required a specific pledge of your shares where you signed a specific pledge agreement, you agree that you may not withdraw amounts that have been specifically pledged to secure this Account until we agree to release all or part of the pledged amount. You also agree that we may (without prior notice and to the extent of the law as permitted in the state of Florida), charge against and deduct from any of your accounts, whether individual or joint, at the credit union except deposits which may be held pursuant to