



## VISA Credit Card Agreement And Truth in Lending Disclosure

In this agreement the “you” and “your” mean each and all of those who agree to be bound by this Agreement; “Card” means the VISA credit card and any duplicates, renewals, or substitutions Sun Federal Credit Union issues to you; “Account” means your VISA credit card line of credit account with Sun Federal, and “Credit Union” means Sun Federal Credit Union or anyone to whom the Credit Union transfers this Agreement. By accepting and/or using the VISA Credit Card, or by authorizing anyone else to use the VISA Credit Card, you agree to be bound by the terms and conditions of this Agreement and Disclosure.

**1. Using Your Account.** If you're 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. Each payment you make to your Account will restore your credit limit by the amount of the payment, unless you are over your credit limit. 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. You understand that Sun Federal has the right to change any term of this agreement, increase or reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law. We will provide you a written notice of any change.

**2. Using Your Card.** You may use your card to make purchases in person, by mail, telephone or by internet from merchants and others who accept VISA cards. 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.) You may also perform cash advances using your VISA checks, which are provided by Sun Federal.

**3. ATM Access for Cash Advances/ATM Cash Advance Limits:** To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you and your card at ATMs displaying the network symbols reflected on the reverse of your card. You may obtain cash advances against your Account provided sufficient credit is available. To request a new PIN call Sun Federal at (800) 786-0945, ext. 225 during business hours.

**4. VISA Convenience Checks:** VISA checks drawn against your VISA Credit Card Account may be issued to you as a convenience from time to time by the credit union. You may use these checks like you would your personal checks to pay for merchandise or to pay off bills or other loans or credit cards. Use of any VISA check will constitute a loan advance against your VISA ACCOUNT and finance charges will begin to accrue from the date the VISA check is posted to your account. (See Section 9: Finance Charges- a) Cash Loan Advance.)

**5. Stop payment orders on VISA Convenience Checks:** At your request and risk, the Credit Union will without responsibility on its part, accept a Stop Payment Order on VISA checks issued against your Account, subject to the charges in effect at the time such a Stop Payment Order is received. A Stop Payment Order will be in effect if all required information is provided and a reasonable amount of time has been allowed for dissemination of such stop payment information. All written Stop Payment Orders on VISA checks that you write are effective for six (6) months from the date received, unless otherwise cancelled or renewed by you. All oral Stop Payment Orders are effective for just 14 days. If we inadvertently pay the VISA check when the stop payment should have been effective, we will reverse any Credit Union charges which result, including the Stop Payment fee. In addition, we will reimburse you for your losses, up to the amount of the check, so long as you are able to prove that you do not owe the money to the person to whom you wrote the check. However, if you are unable to prove that you do not owe the money, we will not be obligated to reimburse you for the check amount.

Terms and Conditions	
Annual Percentage Rate Purchases	As low as 7.9% to 14.9%
Annual Percentage Rate Cash Advances or Balance Transfers	As low as 7.9% to 9.9%
Grace Period (New Purchases Only)	25 days (when previous balance is paid in full)
Method of Computing	Average Daily Balance (including new purchases)
Balance Transfer Fee and Cash Advance Fee	None Interest accrues from the posted date
Annual Fee	None
Over the Credit Limit Fee	None
Late Payment Fee	20% of amount past due \$5 minimum, \$35 maximum
Minimum Finance Charge	None
Card Replacement Fee	\$4 regular mail \$16 priority mail
Foreign Transaction Fee	1% International Transaction Fee This 1% fee will be assessed on all transactions where the merchant country differs from the country of the card issuer and assessed on all international purchases, credit vouchers and cash disbursements.
As low as rates are our best fixed rates on approved credit. Information is accurate as of 8/09 and is subject to change. To find out what may have changed, call (800) 786-0945.	

## 6. Checking Account Overdraft Protection:

Your Visa Credit Card may also provide Overdraft Protection on your Sun Federal checking account. *Overdraft protection is not an automatic Visa Credit Card feature but must be initiated, contracted and approved by you to receive the overdraft protection benefits.*

**a. Limit:** Your Checking Account Overdraft Protection limit will be part of, and not in addition to, your total approved Credit Limit under this agreement.

**b. Application of Overdraft Protection Feature:** The Checking Account Overdraft Protection feature of your Visa Credit Card applies to any overdraft on your checking account provided your Account has available credit, and is not restricted to overdrafts caused by any specific or exclusive individual signer(s) on the checking account.

**c. Liability for Overdrafts Caused by Any Checking Account Signer:** You understand that if advances are made against your VISA account to cover overdrafts to your checking account created by other persons with the right to access said checking account, you will be fully liable for such advances.

**d. Advances for Overdraft Protection:** All advances against your VISA Credit Card Account for providing the purpose of overdraft protection are cash loan advances and are subject to FINANCE CHARGES as identified above. All advances to cover checking account overdrafts will be for the exact amount required to clear the incoming item(s).

**e. Overdraft Protection Procedure:** If we receive a check or other item against your checking account which exceeds the available balance in your checking account at the time the item is received by us, such check will be considered a request for a cash loan advance by you against your VISA Account in an amount sufficient to permit us to honor the check, but not to exceed your approved credit limit, and, if your request is thereby approved, we will credit the advance to your checking account. However, if sufficient credit is not available on your VISA Credit Card Account to cover the amount of the check or item, we will be unable to initiate a cash loan advance under this Agreement for the purposes of checking overdraft protection.

If we are unable to initiate a cash loan advance against your VISA Account due to insufficient credit availability, your check(s) or item(s) may be honored through another credit agreement you may maintain with us, if any, such as our Overdraft Line of Credit Protection, or the Credit Union may, if you have authorized us to, transfer funds from another savings or checking account you maintain with us if you have so designated those accounts as overdraft protection transfer sources

to cover and honor the item(s). Please refer to other agreements you may have with the Credit Union, or contact a Credit Union Member Service Representative to discuss overdraft protection options.

**7. Illegal Use and Internet Gambling:** You agree that all transactions that you initiate by use of your VISA Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. You agree that you will not use your card for any transaction that is illegal or unlawful under applicable federal, state or local law. We may decline to authorize any transaction that we believe poses undue risk of illegality or unlawfulness. We are not responsible for the refusal of any plan merchant or financial institution to honor your card. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions where you may be located. You agree to repay according to the terms of this Agreement all transactions you initiate by use of your VISA Credit Card, whether deemed legal or illegal.

**8. Responsibility.** You agree to pay all charges (purchases and cash advances) to your Account 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 25 on the reverse side also applies to your Account.

## 9. Finance Charges.

**a. Credit Purchases of Goods and Services:** A FINANCE CHARGE will be imposed on credit purchases of goods and services that you obtain with your Card as of the date such credit purchase is posted to your account and will continue to accrue until the date the credit purchase is repaid. However, FINANCE CHARGES will not be imposed on credit purchases if paid in full within the grace period. To avoid incurring an additional FINANCE CHARGE on the balance of purchases reflected on your monthly statement and on any new purchases appearing on your next monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

**b. Cash Loan Advance:** A FINANCE CHARGE will be imposed on all cash loan advances that you obtain through the use of your VISA CARD or VISA Convenience Checks, including credit withdrawals at ATM's, and advances initiated through the Checking Account Overdraft Protection feature of your card. The FINANCE CHARGE on cash advances begins from the date you obtained the cash advance, or the first day of the billing cycle in which

it is posted to your account, whichever is later. There is no grace period. FINANCE CHARGES will continue to accrue until the cash loan advance is repaid.

**c. Grace Period:** You have a 25-day grace (no finance charge) period on your purchase balance and for new purchases if you paid the Total New Balance for purchases on your last statement by the end of the grace period. You also have a 25-day grace period for new purchases if you did not have a purchase balance on your last statement. The grace period starts on the statement closing date. If you do not pay the Total New Balance for purchases by the end of the grace period, finance charges will be imposed on the unpaid purchase balance from the first day of the next billing cycle and on new purchases from the date they are posted to your Account. There is not a minimum finance charge.

**d. Average Daily Balance Computation Method:** The finance charge is calculated separately for purchases and cash advances. The FINANCE CHARGES for purchases for a billing cycle are computed by applying the monthly Periodic Rate to the "average daily balance" of purchases. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance" of purchases.

The FINANCE CHARGES for cash advances for a billing cycle are computed by applying the monthly Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of the cash advances on your account each day, add any new cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance" of cash advances.

## e. Monthly Periodic Rate and Annual Percentage Rate (APR) as of February 1, 2006:

**The ANNUAL PERCENTAGE RATE for your VISA PLATINUM Credit Card is based on certain credit-worthiness criteria.** The Monthly Periodic Rate used to compute the FINANCE CHARGE on VISA Platinum Cards in good standing is 0.6583% on a 7.9% APR, 0.7416% on a 8.9% APR, 0.8250% on a 9.9% APR, 0.9916% on a 11.9% APR and 1.2416% on a 14.9% APR.

**REFER TO YOUR VISA CREDIT CARD APPROVAL LETTER FOR YOUR**

## APPLICABLE ANNUAL PERCENTAGE RATE (APR).

*Note: VISA cardholders with an account in existence prior to February 1, 2006 must reapply for the VISA Platinum Credit Card to determine eligibility for a lower rate.*

**f. Computing the Finance Charge:** The FINANCE CHARGE on your account is computed each billing period by multiplying the Average Daily Balance on your Account by the applicable Monthly Periodic Rate (the monthly equivalent of the Annual Percentage Rate.)

**10. Payments.** Each month you must pay at least the minimum payment shown on your statement by the date specified. If your statement says the payment is "Now Due" your payment is due no later than 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 **3%** of your Total New Balance, **or \$25.00**, 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 has the right to demand immediate payment of any amount by which you are over your credit limit. Payments received and posted today will not increase your available VISA balance until the following business day.

A) Automatic Payment Option: If you have elected Automatic Payment (or "Auto Pay"), the credit union will automatically deduct and transfer your monthly VISA Credit Card payment from your designated Sun Federal checking or savings account on the scheduled Payment Due Date. The Automatic Payment Option is voluntary, is not a condition of credit or this Agreement, and can be withdrawn by you at any time.

When you elect Auto Pay, you agree to one of the three automatic payment terms:

- 1) We may adjust the automatic payment amount each month to agree to the minimum monthly payment (Required Payment Due)
- 2) You pay the same amount each month that is determined by you to meet the minimum payment required
- 3) "Payment in full" as authorized by you.

Notification of the varying payment amount due and scheduled payment due date will be satisfied by providing you with a monthly billing statement reflecting this information.

If sufficient funds are not available in your designated checking or savings account to satisfy the payment amount you have elected when due the payment will not be made. Your designated checking or savings account will then be subject to an insufficient funds (NSF) fee. **IF DUE TO INSUFFICIENT FUNDS WE DO NOT TRANSFER FUNDS TO MAKE YOUR REQUIRED VISA Credit Card payment,**

you will be responsible to ensure that the required VISA Credit Card payment is made. If your designated checking or savings account has insufficient funds on the scheduled payment date on two or more occasions, we may terminate the Automatic payment option. The Automatic Payment option remains in full force until the Credit Union receives written notification from you terminating the arrangement. Your request for termination must give the Credit Union reasonable opportunity to act on it.

**11. Payment Allocation.** Payments are applied to the individual segments in this order: fees, finance charge, non-accruing balance, old purchases, old cash advances, current cash advances (cycle to date) and current purchases (cycle to date).

**12. Security Interest and Cross-Collateralization.** If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares, your Account will be secured by your pledged shares. 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, you pledge to grant a security interest in all joint and individual share accounts you have with us now and in the future to secure your VISA Credit Card Account, except those 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(s) in your individual or joint share accounts to pay any amounts due on your Account under this Agreement if you should default. Collateral securing other loans 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.

**13. Default.** You will be in default if you fail to make any minimum payment or other required payment by the date it's due. You'll be in default if you break any promise you make under this Agreement. You'll be in default if you die, file for bankruptcy or become insolvent; that is, unable to pay your obligations when they become due. You'll be in default if you make any false or misleading statements in any credit application or credit update. You'll also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe. When you're 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.

**14. Fees and Charges:** There is no annual membership fee for your card, however, we will assess charges for:

- 1) Returned check or payment fee: If

a check or share draft used to make a payment to your VISA Account is returned unpaid, your account will be charged a fee of \$30 for each payment returned.

- 2) Returned VISA Convenience Check Fee: If we decline to honor a VISA Convenience Check we will add a \$30 fee to your account. We may decline to honor these checks if, for example, the amount of the check would cause the balance to exceed the cash advance limit or credit line, if you default, if you did not comply with our instructions regarding the check or if your account has been closed.
- 3) Stop payment on a VISA Convenience Check: \$15
- 4) VISA Card Replacement Fee: You will be charged \$4 for each replacement card that is requested by you for any reason, \$16 if you request the replacement card by priority mail.
- 5) Collection costs: You promise to pay in full all costs of collecting the amount you owe under this Agreement to the extent permitted by state law.

### Special Service Fees:

- 1) Copy of VISA sales draft: \$10
- 2) Copy of VISA statement: None
- 3) Copy of Visa convenience check: \$4

**15. Late Payments and Late Charges:** We may accept late payments or partial payments without losing any rights under this Agreement. VISA Late Charges are assessed 7 (seven) days after the scheduled Payment Due Date if the payment has not yet been posted to your Account. The Late Charges are calculated based on 20% of the amount past due, with the minimum charge being \$5 and the maximum charge \$35 monthly.

**16. Liability for Unauthorized Use-Lost/Stolen Card Notification.** You may be liable for unauthorized use of your Card if you do not notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use. If your monthly statement shows transactions that you did not make and you do not contact us within 60 days after the statement was mailed to you, you could be liable for the entire amount. However, cash advances at ATMs are not considered VISA transactions, which means the maximum liability of \$50 applies. You can notify the Credit Union by calling (800) 786-0945, ext. 225 during business hours. If outside of business hours, call (800) 991-4961.

**17. Changing or Terminating Your Account.** Sun Federal may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. Use of your Card after receiving notice of a change will indicate your agreement to the change. 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 or

other charges you owe under this Agreement. You're 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 the Agreement whether by you or the Credit Union. The Credit Union has the right to require you to pay your Account balance at any time after your Account is terminated, whether you or the Credit Union terminates it. If this is a joint Account, Section 25 of this Agreement also applies to termination of the Account.

**18. Termination of Membership:** Granting you a VISA Credit Card is a condition of your continued membership with the Credit Union. Discontinuation of your Sun Federal membership will result in termination and revocation of your Visa Credit Card privileges, requiring you to return your VISA cards to the Credit Union and payment of the "ENTIRE BALANCE DUE" as identified in the above sections.

**19. Credit Information 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. A periodic review of credit card and line of credit accounts is performed to determine the continued probability of repayment. We also rely on information requested and received from credit reporting bureaus and agencies regarding the handling of your credit-related accounts with other financial institutions for this same purpose. If, in our opinion, we believe that your credit history has significantly deteriorated since your new or reissued VISA Credit Card was provided to you, we reserve the right to close your Visa Credit Card Account and to prohibit further advances. A deterioration in your credit history can result from late payments, collections, liens, or exceeding established credit limits. If your account is eligible for 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).

**20. Negative Information Notice.** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**21. 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.

The credit balance will be refunded upon your written request or automatically after six months.

**22. Additional Benefits/Card Enhancements.** There are additional benefits and services available to VISA Platinum Cardholders, such as ScoreCard Bonus Points, at no additional charge to you. The Credit Union is not obligated to offer such services and may withdraw or change them at any time. Please call our VISA Specialist at (800) 786-0945, ext. 225 for an informational brochure.

**23. Foreign Transactions.** Purchases, cash advances and credit vouchers made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to U.S. dollars will be determined in accordance with the operating regulations established by VISA U.S.A. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is either a government-mandated rate or the wholesale market rate for the applicable central processing date, plus the 1% International Transaction Fee. This 1% Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the Fee on your billing statement.

**24. Merchant Disputes.** The Credit Union isn't responsible for the refusal of any merchant or financial institution to honor your Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase 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 the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

**25. Joint Accounts and Co-signers.** If this is a joint Account, each person on the Account must sign the Agreement. If you are a co-signer or if this is a joint account, you agree to be individually and jointly responsible with the other borrower or borrowers for paying all amounts owed under this Agreement. Each of you authorize the other(s) to obtain advances and make purchases individually under this Visa Account. We do not have to notify you if the other borrower does not make payments on the account on time. We can change the terms of payment and release any security without notifying you or releasing you from responsibility under this Agreement. If this is a joint account, upon request by any party to the account or upon our request of inconsistent instructions, we may, at our option and without notice to the other party, refuse any request for an advance or increase in the credit line amount, or refuse any other request in respect to the account. Either may terminate the Account and the termination will be effective to all.

**26. Effect of Agreement.** This Agreement is the contract that 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.

**27. No Waiver.** Sun Federal can delay enforcing any of its rights any number of times without losing them.

**28. 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.

**29. Non-Reissuance:** For security purposes Sun Federal Visa Credit Cards are reissued every two years. If at the time of reissuance your Visa Credit Card has been **inactive for at least 12 months**, and has a zero balance, we **will not reissue** a new card to you and will close your VISA account.

**30. Other Agreements, Terms and Conditions:**

a) You agree to keep your Card and PIN in a secure environment shielded from unauthorized use. You further agree that you will not write your PIN on the Card or otherwise make either the Card or PIN available to anyone else.

b) You agree to tell us immediately of the loss or theft of your Card or PIN.

c) The Card remains the property of the Credit Union and you agree to surrender the Card to the Credit Union upon demand. The Credit Union may cancel, modify or restrict the ATM access feature of your Card without notice; if you have exceeded your credit limit, if we are aware that you have violated any term of this agreement whether or not the Credit Union has suffered any loss; or where it is necessary to maintain or restore the security of your Account or recall the Card through retrieval by any of the ATMs.

d) If you authorize the Credit Union to issue a Card to anyone else, you authorize that individual to make purchases and obtain cash advances from your Account using the Card.

e) You agree to indemnify and hold the Credit Union harmless from any costs or damages you sustain as a result of the Credit Union carrying out, in a reasonable manner, any written instructions provided by you.

**31. Copy Received.** You acknowledge that you have received a copy of this Agreement.

**32. Signatures.** By signing in the Signature area of the application form, you agree to the terms of this Agreement.

*Effective as of 8/1/2009 and subject to change.*