

VISA® PLATINUM DISCLOSURE

In this Agreement the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; "Card" means the enclosed VISA® Platinum credit card and any duplicates, renewals, or substitutions the Florida State University Credit Union issues to you; "Account" means your VISA® Platinum credit card line of credit account with the Credit Union, and "Credit Union" means the Florida State University Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement.

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 anytime. 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. 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 the VISA® Platinum Card. You may use your Card to make purchases from merchants and others who accept VISA® Cards. 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), such as the VISA® ATM Network, that accept VISA® Cards. (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 not to make or permit to be made any illegal transactions on your Account through the use of a Card, a Check or in any other manner. Our Verified by VISA® is a unique service that uses a personal password to help protect your VISA card number(s) against unauthorized use while shopping online at participating stores. If you use your card to make purchases through the Internet, you may be requested to provide the three-digit security code on the reverse side of your card.

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 agree not to authorize anyone to use your Account without the prior written consent of the Credit Union. 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 23 also applies to your Account.

4. 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 or are unable to pay your obligations when they become due. You will be in default if you are in default on any other loan/debt that you have with this Credit Union. 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 your shares and deposits pledged as security for your Account may be applied towards what you owe.

5. Liability for Unauthorized Use-Lost/Stolen Card Notification. You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50. You can notify the Credit Union by calling (800) 449-7728, or writing to Cardholder Services • P.O. Box 31112 • Tampa, FL 33631-3112.

6. Security Interest. As a condition of us granting you credit under this agreement you hereby agree to grant us a security interest in all present and future shares and deposits with credit union except Individual Retirement Account(s) and other accounts which provide tax benefits under federal or state law to secure this VISA® account. Upon default under this agreement you agree that we may apply any or all of your shares and deposits to pay amounts due, or to pay the entire balance due on the account under this agreement. You also agree to grant us a security interest in collateral (other than real estate or your residence) securing other loans with this Credit Union to secure credit under this agreement.

7. Finance Charges. The **ANNUAL PERCENTAGE RATE** for purchases, cash advances and balance transfers are 7.95% to 18.00% and the corresponding Monthly Periodic Rates are 0.6625% and 1.50%.

New purchases posted to your account in any billing cycle will not incur a finance charge during that 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 billing cycle statement by the payment due date for that statement. Otherwise, a finance charge will accrue from the date of any posting of new purchases. You may avoid an additional finance charge on purchases by paying the entire new balance off on the billing statement by the payment due date for that cycle period. A finance charge begins to accrue on cash advances from the date you receive the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later.

Finance charges for purchases are calculated differently than for 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 all payments and/or credits received during that period. The result is the daily balance of purchases. We then add all the daily balances of purchases for the billing cycle and divide the total by the number of days in that billing cycle. That final figure is the average daily balance of purchases.

For cash advances and balance transfers, 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 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 is then the average daily balance of cash advances.

8. 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 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 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 payments 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 3.00% of your Total New Balance, but not less than \$15.00, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. If your balance is less than \$25.00, then the entire balance will be your payment. The Credit Union also has the right to demand immediate payment of any amount by which 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. Your payments will include any past due payments, over limit amounts, all applicable fees and costs and the current minimum amount due.

9. Payment Allocation. If you have balances with different interest rates, any amount paid over the minimum payment will be applied first to balances with the highest rates, so you can pay down your balance quicker by paying more than the minimum payment. Subject to applicable law, your payments thereafter may be applied to what you owe the Credit Union in any manner the Credit Union chooses.

10. Late Fee. Your payment must be received by the due date to be considered on time. The late fee amount that will be charged on payments received after the due date must also be disclosed. A late charge of \$25.00 or the amount of the required minimum payment, whichever is less, will be added to your account if we do not receive at least the minimum payment at least 5 days after the due date specified on your statement. The credit union may not treat any payment as late (i.e., we may not charge a late payment fee) unless your periodic statement is mailed or delivered at least 21 days before the payment due date.

11. Other Charges.

- **Return Check Fee:** A fee of \$ 25.00 or the amount of the required minimum payment, whichever is less, will be assessed to your account for each payment you make by check or sharedraft that is returned for non-payment.
- **Card Replacement Fee:** If your card is lost, you must pay a fee for the replacement of the Card as follow:
a. \$10.00- First Replacement; b. \$25.00- Second Replacement; c. \$50.00- Third Replacement

12. Changing Terms of Your Account - Rules Regarding Rates, Fees, and Limits. The Credit Union may change the terms of this Agreement from time to time by sending Notice of any significant negative change to you no less than 45 days before we increase your interest rate; change certain fees (such as annual fees, cash advance fees, and late fees) that apply to your account; or make other significant changes to the terms of your card.

The Credit Union does **not** have to send you a 45-day advance notice if:

- An increased APR, that will apply after a disclosed period of time, was disclosed at account opening;
- An increase in a variable APR as a result of the operation of an index;
- An increase in an APR due to the completion of a workout arrangement or failure to comply with a workout arrangement; or
- If a minimum payment is more than 60 days late, and the credit union provides a 45-day advance notice of the increased APR.

Increased rates apply only to new charges. If the credit union does raise your interest rate after the first year, the new rate will apply only to new charges you make. If you have a balance, your old interest rate will apply to that balance, unless your minimum payment is 60 or more days late.

OPT-OUT. If this credit union is going to make changes to the terms of your card, we will give you the option to cancel the card before certain fee increases take effect. If you take that option, however, your credit card may be closed.

13. New Accounts. Your credit card interest rate will not increase for the first 12 months after you open an account. After that, you will be sent a notice of rate increases at least 45 days before the change.

14. Protections for Underage Consumers. If you are under 21, you will need to show that you are able to make payments, or you will need a cosigner, in order to open a credit card account. If you are under age 21 and have a card with a cosigner and want an increase in the credit limit, your cosigner must agree in writing to the increase.

15. The CARD Act applies to this VISA Credit Card Agreement. The Card Act provides restrictions on changes to your interest rate and changes to the account terms. The CARD Act does not place a limit on interest rates and fees.

16. Terminating Your Account. 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 you or the Credit Union terminate it. If this is a joint Account, Section 23 of this Agreement also applies to termination of the Account.

17. Credit Information. You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. 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 also authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

18. 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 that 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 request or automatically after six months.

19. Additional Benefits/Card Enhancements. The Credit Union may from time to time offer additional services to your 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.

20. Foreign Transaction Currency Conversion. If you effect a transaction with your VISA® Card or VISA® Check card in a currency other than US Dollars, VISA® International Incorporated will convert the funds into US Dollars and charge your account in US Dollars. VISA® International Incorporated will use its currency conversion procedure, which is disclosed to institutions that issue VISA® cards. The conversion rate used by VISA® International Incorporated to determine the transaction amount in US Dollars for such foreign transactions is generally either a government mandated rate or a wholesale range of rates determined by VISA® International Incorporated for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by VISA® International Incorporated. The currency conversion rate used by VISA® International Incorporated is the applicable central processing date, which rate may vary from the rate VISA® itself receives and, may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, Puerto Rico, and the U.S. Virgin Islands or U.S. Military bases.

If there is no currency conversion but the transaction was completed in a foreign country (what VISA® labels a "single-currency transaction") the International Service Assessment (ISA) is 1.00% of the transaction; including cash advances, purchases and credits to your account. An international transaction as a transaction where the issuer's country (i.e., the card-issuing financial institution's country) is different than the merchant's country. Thus, for example, a transaction over the Internet could qualify as an international transaction. These fees will be charged to your VISA® account for each foreign transaction.

21. Merchant Disputes. The Credit Union is not 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 (unless a local law states that you do not have to make such an attempt), and your purchase cost more than \$50 and was made in your home state or within 100 miles of your home. These limits do not apply if we own or operate the merchant or, if we mailed you the advertisement for the services or product purchased.

22. Minimum Payment Warning. If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

23. Joint Accounts. If this is a joint Account, each person on the Account must sign 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.

24. 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.

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

26. Statements and Other Notices. Statements will be sent to you no less than 21 days before a payment is due. 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 authorized users of this account. You promise to inform us if you change your mailing address and we may rely upon the last address that you provided to us for purposes of sending notices to you concerning this account. You can notify the Credit Union of an address change by calling (877) 463-7828, or writing to P.O. Box 182499, Tallahassee, FL 32318-0022

27. Governing Law. This Agreement is governed solely by the laws of the State of Florida and all extensions of credit and finance charges, including other charges assessed, are governed by the laws of the State of Florida and federal law, as applicable.

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

30. Business Days. Our business days are Monday through Friday, excluding holidays. All transactions initiated after 5:00 pm are considered the next business day's transactions.

31. Unlawful Internet Gambling Notice. Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

USA PATRIOT ACT

In accordance with the USA PATRIOT ACT, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account. This includes all personal and commercial accounts including loan and deposit accounts, as well as trust, brokerage, insurance, and investment management accounts.

What This Means To Our Members

When you open an account, you will be asked for your name, address, social security or tax identification number, date of birth (if applicable) and other information that will allow the Credit Union to identify you. You will also be asked to furnish your drivers license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current member of the Credit Union.

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.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the address listed on your statement.

In your letter, give us the following information:

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

You must contact us within 60 days after the error appeared on your statement.

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

While we investigate whether or not there has been an error, the following are true:

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

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at the address listed on your statement.

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