

Fibers Federal Credit Union. The premium for said credit life and disability insurance will be disclosed at the time of my application for the VISA PLATINUM credit card.

25. **Gambling and Illegal Transactions.** Cardholder agrees that illegal use of the VISA PLATINUM card, e.g., illegal Internet gambling, will be an action of default and/or breach under the agreement with the Credit Union. If illegal use of the VISA PLATINUM card occurs, the Credit Union may, in its sole discretion, terminate use of the VISA PLATINUM card and any related service. If Cardholder or anyone with the Cardholder's authorization (actual or implied) directly or indirectly uses the VISA PLATINUM card for an illegal purpose, Cardholder will waive any Cardholder's claims against the Credit Union arising out of or related to such use and indemnify the Credit Union and hold it harmless from any lawsuits or other legal action or liability, directly or indirectly, resulting from illegal use.

26. **Stop Pay Fee** on convenience checks \$30.00.

27. **Auto-Pay Fee** if monies are not available at time of transfer \$30.00.

28. **Introductory and Promotional Rates.** You may, at your option, offer me limited time introductory or promotional interest rates for all or part of new Purchase, Advance, or Balance Transferred balances on the account. You will tell me in the Offer Materials the introductory or promotional rate and the period of time during which the rate will be in effect and any conditions or requirements of the offer. Unless the Offer Materials state otherwise, an introductory or promotional rate will generally remain in effect until the sooner of: (i) the last day of the billing cycle in which the introductory or promotional rate expires not less than six (6) billing cycles after the account is issued, or (ii) the last day of the billing cycle in which (a) the Account is closed to future transactions, or (b) the Account first becomes past due because a Minimum Payment is not received in full on or before its Payment Due Date. Any introductory or promotional rate that applies to new or outstanding Account balances will increase to the standard rate that would otherwise apply, or, when appropriate under the terms of this Agreement, a Delinquency Rate due to an Adjustment Event (as indicated above).

29. **Exchange Rate.** The exchange rate between the transaction currency and the billing currency used for processing international transactions is: "A rate selected by Visa from the 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, plus or minus any adjustment determined by the issuer."

30. **Inquiries.** If I have any inquiries concerning this Agreement, I may contact the Credit Union by writing or phoning: DuPont Fibers Federal Credit Union, P.O. Box 72, Chesterfield, VA 23832-0001, 804-748-9488 or 1-800-943-3328.

#### NOTICE TO COSIGNER (Guarantor)

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may also have to pay late fees or collection costs, which increases the amount. The Credit Union can collect this debt from you without first trying to collect from the borrower. The Credit Union can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

The Credit Union's credit decision in granting this loan request will be based on information provided in your application and a report from an established credit reporting agency. The results of our decision will be made available to you in accordance with the terms of the Fair Credit Reporting Act (FCRA) and the Equal Credit Opportunity Act (ECOA).

\*New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods. New York State Banking Department: 1-800-518-8866.

### 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 below. 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 this is an error. If you need more information, describe the item you are not sure about.
  - PSCUFS, P.O. Box 3112, Tampa, FL 33631-3112
  - Questions, 1-800-654-7728

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 three business days before the automatic payment is scheduled to occur.

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

We must acknowledge your letter within **30 days**, unless we have corrected the error by then. Within **90 days**, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

If you fail to pay the amount 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 RULES FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchased with a credit card, and you 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:

- 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
- 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.



### VISA AGREEMENT Federal and State Disclosure VISA TERMS AND CONDITIONS

# DUPONT FIBERS FEDERAL CREDIT UNION CREDIT CARD LINE OF CREDIT AGREEMENT

The purpose of this Agreement is to establish the terms and conditions of a Line of Credit.

In this Agreement the words "I" or "my" mean each person who applies for the VISA PLATINUM credit card or who signs this Agreement or who uses the credit card or duplicate credit card. The word "card" means your VISA PLATINUM credit card and duplicates of said card. The word "account" means your VISA PLATINUM credit card revolving credit account with DuPont Fibers Federal Credit Union (the Credit Union).

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

2. I acknowledge and agree to be bound by the terms and conditions set forth in this agreement and acknowledge that this agreement establishes my request for this issuance of a VISA PLATINUM credit card. Approval by the Credit Union will establish the following: (a) The credit limit approved shall be determined by the Credit Union, and this credit limit will be drawn upon as I utilize an issued VISA PLATINUM credit card. (b) The line of credit will be repaid as follows: either the full amount billed shall be paid or, at my option, an installment equal to at least the required minimum payment. If the outstanding balance (which consists of purchases and cash advances, finance charges and fees) of my account is \$10.00 or less, it will be paid in full. The required minimum monthly payment shall be the greater of (i) \$10.00 or (ii) 2% of that portion of the outstanding balance which does not exceed my credit limit, plus the entire portion of the outstanding balance in excess of my credit limit, plus any amount past due.

3. **FINANCE CHARGES AND ACCOUNT FEES** - Account **FINANCE CHARGES – FINANCE CHARGES** reflect the cost of credit. My total **FINANCE CHARGE** for any billing cycle will equal the amount of any (a) periodic rate **FINANCE CHARGES** (sometimes referred to as "interest" here and on Monthly Account statements); (b) Advance transaction fees; and (c) any other transaction fees are considered **FINANCE CHARGES**.

Interest Rate – In this section, the Credit Union has abbreviated the terms "**daily periodic rate**" as "**DPR**" and "**ANNUAL PERCENTAGE RATE**" as "**APR**". Account and Agreement terms are not guaranteed for any period of time; the Credit Union may change the terms of my Agreement, including **APR**'s and Fees, in accordance with the Agreement and applicable law. My experience with other creditors, as reflected in my credit bureau reports or credit scores may also cause a change, including an increase in the margin that is added to the Index, an increase in fees, or a decrease in the Credit Limit. Factors considered in determining the increased rate may include my general credit profile, the existence, seriousness and/or timing of the defaults under any agreement that I have with the Credit Union, and other indications of Account usage and performance. The Credit Union will notify me of this change in compliance with the law governing this Agreement.

My variable **APRs** are calculated by adding a margin to the Index. My variable **DPR** is equal to 1/365th of the corresponding **APR**. My variable **DPR** and corresponding **APR** may increase or decrease from time to time according to the movements up or down of the Index, which is the highest Prime Interest Rate published in the Eastern Edition of The Wall Street Journal. The margin is the percentage the Credit Union adds to the Index to calculate the **APR**. The FINANCE CHARGE (interest) will be variable based on the prime rate as published in the Wall Street Journal plus a margin between 1.99% and 12.99% based on certain credit-worthiness criteria. The ANNUAL PERCENTAGE RATE and fees for my VISA PLATINUM will be within the ranges disclosed below. The monthly periodic rate for purchases is between 0.17% and 1.5%, which is an ANNUAL PERCENTAGE RATE of between 1.99% and 18.00%. The ANNUAL PERCENTAGE RATE shall not be more than 18.00%. Any variable rate adjustment based on a change to my Index will take effect the 1st day of the 2nd month in the calendar quarter following the review date, and will apply to all new and outstanding Account balances and transactions subject to that variable rate. An increase to the margin will apply to only new and outstanding Purchase, Advance and non-promotional Balance Transfer balances and will result in an increase or decrease in the FINANCE CHARGE on the Account, an increase to my Minimum Payment and an increase to my New Balance. The FINANCE CHARGE will be charged on outstanding balances not repaid within the allowable "grace period" established by the Credit Union. Cash advances drawn off the VISA PLATINUM credit card will have no grace period and will begin accruing FINANCE CHARGES on the date the cash advance is made. The monthly periodic rate for cash advances is between 0.17% and 1.5%, which is an ANNUAL PERCENTAGE RATE of between 1.99% and 18.00%. Separate finance charges for purchases and cash advances are determined by multiplying the periodic rate by the separate average daily balance for purchases and cash advances. Each average daily balance is determined by taking the beginning balance (of cash advances or purchases) in my account each day, adding any new purchases or cash advances (whichever is applicable) and subtracting any payments or credits. The results are the daily balances. All the daily balances for the statement cycle are added and the total is divided by the number of days in the statement cycle to arrive at the average daily balance for the cycle.

### DELINQUENCY INTEREST RATES/PENALTY PRICING

Upon the occurrence of an "Adjustment Event" each **DPR** and corresponding **APR** in effect for new and outstanding Purchase, Advance, and Balance Transfer balances will increase from their standard rates to a "Delinquency Rate" of 18.00%. The Delinquency rate will take effect and apply to new and outstanding Purchase, Advance, and Balance Transfer balances as of the first day of the current billing cycle in which the Adjustment Event occurs. In addition any introductory or promotional rate will be changed to the Delinquency Rate upon the occurrence of an Adjustment Event. An Adjustment Event occurs whenever: (i) a Minimum Payment becomes sixty (60) days or more past due. The Delinquency Rate for all Account balances will remain in effect until the closing date of the 6th consecutive billing cycle that my Account is "current" (that is not subject to an Adjustment Event). On the first day of the billing cycle following my 6th consecutive current cycle, the **DPR** and corresponding **APR** for Purchase, Advance, and Balance Transfer balances will decrease to their standard rates (not any introductory, promotional or discounted rates).

4. I understand that the Credit Union reserves the right to change the rate and/or method of the FINANCE CHARGE upon giving notice required by law; provided that such change shall not apply

to the balance due for past charges. If additional charges are made, such change shall apply to the balance of these additional charges.

5. I promise to pay any and all charges incurred by me or by any person whom I authorize to use the VISA PLATINUM credit card issued me.

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

7. Prior to my use of a VISA PLATINUM credit card that may be issued to me, I agree that I will comply with all of the terms and conditions established by the Credit Union pertaining to the use of such card. The terms and conditions referred to herein are those that will be furnished to me at the time I receive my VISA PLATINUM credit card. In the event I do not wish to comply with the foregoing terms and conditions for any reason, I understand I may terminate this agreement and return the VISA PLATINUM credit card to the Credit Union.

8. I acknowledge and agree that the Credit Union may reduce my credit limit or terminate this Agreement under the following conditions: (a) Upon adverse re-evaluation of my credit worthiness. (b) Upon my failure to satisfy the terms of the Agreement. (c) At my option or at the Credit Union's option if it has just cause.

9. If my line of credit is to be terminated by the Credit Union, I shall receive written notice of such termination; however, I understand and acknowledge that such termination shall not affect my obligation to pay any outstanding balance. I also understand that in the event my VISA PLATINUM line of credit is terminated by the Credit Union, the ANNUAL PERCENTAGE RATE on any outstanding balance will become 18.00% until the account balance has been paid in full. The ANNUAL PERCENTAGE RATE of 18.00% is equivalent to a monthly periodic rate of 1.5%.

10. I understand that the Credit Union may review my credit bureau reports or credit scores at least once every 12 months, and I hereby give my permission to and authorize the Credit Union to investigate and reassess my credit worthiness.

11. I understand that a re-application by me and approved by the Credit Union may be required if: (a) The credit limit is increased; or (b) The terms of payment are extended beyond the terms of the original agreement.

12. I fully understand, acknowledge and agree that if any of my loans or other credit card accounts become delinquent or past due, my VISA PLATINUM credit card shall be revoked, unless the Credit Union determines that extenuating circumstances have contributed to the delinquency; under such circumstances the Credit Union, at its option may approve my continued use of the VISA PLATINUM credit card.

13. I fully understand, acknowledge and agree that if my VISA PLATINUM credit card account becomes delinquent or past due, the Credit Union may offset the defaulted balance by paying up to and including the balance in full with all funds maintained in my/our Credit Union share, checking, or other deposit accounts. Delinquent or past due is defined as failure to make the required payment which puts the account in default calling the entire balance due in full. Any collateral securing any loans with the Credit Union, now or at any time in the future, will also secure my obligations under this Agreement.

14. In the event of any default in prompt payment under the terms of this Agreement, I understand that I shall be responsible for all costs of collection that may be incurred by the Credit Union, including 33 1/3% attorneys' fees.

15. I fully understand that from time to time the Credit Union may amend the terms of this Agreement (including, but not limited to, the periodic rate or finance charges, the amount of minimum payment, the annual membership fee, and any other service charges, terms and conditions thereof) upon the giving of forty five days written notice prior to the effective date of such amendment or amendments.

16. I understand that I will be liable for up to \$25.00 for unauthorized use which occurs before notification to the Credit Union, written or oral, of loss, theft, or possible unauthorized use.

17. **Skip Payment Option.** At your option you may allow me to "skip payment" which means that I may be allowed to skip making the Minimum Periodic (monthly) Payment as to certain billing cycles. If I accept the "skip payment", you will continue to apply the finance charges disclosed above, but no late payment charges will be imposed. For the billing cycle following a "skip payment", all credit terms disclosed herein (including minimum periodic payment requirements and any applicable late payment charges) will again apply.

18. **Severability and Applicable Law.** All rights, duties and obligations of this Agreement shall be subject to and interpreted under the laws of the Commonwealth of Virginia. Disclosures outlined in my Membership and Account Agreement and my Fee Disclosure are also applicable to this Agreement and are available upon request. Any other applicable rules and regulations such as those governing ATM transactions also apply. I agree that personal jurisdiction and venue shall be in the courts of Chesterfield County, Commonwealth of Virginia. If any part of the Agreement is invalid under state or federal laws or regulations, the remainder will remain in effect. The Credit Union can amend this Agreement at any time and in any manner permitted by law.

19. **Late Charges.** If the Minimum Due Payment shown on my statement is not posted to my account by the closing date immediately following my payment due date shown on my monthly statement, the Credit Union will charge me a late charge equal to 5% of the amount of the minimum payment due, not to be less than \$30.00.

20. **Replacement Card Fee.** If my card is lost or stolen and has not been reported to the police, the Credit Union will charge a replacement fee of \$20.00 for one card and \$25.00 for two cards. After two instances of replacement, the card may be permanently revoked and the account closed.

21. **Return Check/Electronic Payment Fee.** The Credit Union will assess my account a \$30.00 fee for items returned unpaid by my financial institution.

22. **Annual Fee.** None.

23. **Authorization.** Past due and overlimit accounts will be denied authorization.

24. **Credit Life and Disability Insurance.** At my option I may purchase, if I am qualified and eligible based upon the guidelines of the insurance company, credit life and disability insurance through DuPont

Important: Please read this folder and retain it for your records.  
NOTICE: See reverse side for important information regarding your right to dispute billing errors.