

than \$50 and was made in your state or within 100 miles of your home.

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

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

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

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

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

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

23. **Savings Clause.** If any of the provisions of this Agreement shall be invalid or unenforceable, then this Agreement shall be construed as if it did not contain the provisions and the Credit Union's right and your obligations shall be construed and enforced accordingly.

#### YOUR BILLING RIGHTS

##### Keep This Notice For Future Use

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

#### NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your share account or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

#### YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question or report 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 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 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.

**TO REPORT LOST OR STOLEN CARDS, CALL (866) 422-8616**

#### SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

#### LIABILITY FOR UNAUTHORIZED USE IF YOUR CREDIT CARD OR PERSONAL IDENTIFICATION NUMBER (PIN) WHEN USED TO ACCESS LINE OF CREDIT BY OVERDRAFT

You may be liable for the unauthorized use of your Credit Card if the card is used to access your line of credit by overdraft. You will not be liable for unauthorized use that occurs after you notify us at the phone number or address for the credit union on the front, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50. The regulation E section in your member account agreement with us discloses your liability and billing rights for the card transactions other than when the card directly accesses your overdraft protection line of credit.

## HEALTH CENTER Credit Union

<b>ANNUAL PERCENTAGE RATE for Purchases</b>	<b>9.9%** to 18.0%**</b> When you open your account based on creditworthiness
<b>ANNUAL PERCENTAGE RATE for Balance Transfers</b>	<b>9.9%** to 18.0%**</b> When you open your account based on creditworthiness
<b>ANNUAL PERCENTAGE RATE for Cash Advances</b>	<b>9.9%** to 18.0%**</b> When you open your account based on creditworthiness
<b>How To Avoid Paying Interest on Payments</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
<b>Penalty APR and When it Applies</b>	<b>18.0%</b> This APR may be applied to your account if you: Make a late payment; Go over your credit limit twice in a six-month period; Make a payment that is returned; or Do any of the above on another account that you have with us. <b>How long will the Penalty APR Apply?:</b> If your APR's increased for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due and do not exceed your credit limit during that time period.
<b>For Credit Card Tips From The Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at: <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a>
<b>FEES</b>	
<b>Set-up And Maintenance Fees</b>	
Annual Fee	\$15.00
Cash Advance Fee	\$ 5.00
<b>Transaction Fees</b>	1% of transaction amount/foreign
<b>Penalty Fees</b>	
Late Payment	\$35.00
Returned Payment Fee	\$35.00
Over-the-Credit Limit	\$25.00

**How We Will Calculate Your Balance:** We use a method called "Average Daily Balance (including new purchases)".

See your account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Account agreement.

**\*\*ANNUAL PERCENTAGE RATE** is based on individual Credit History. The information about the costs of the card as described in the application is accurate as of April, 2010. The information may have changed after that date. For changes since printed call or write to us at the number or location shown on the reverse.

# HEALTH CENTER CREDIT UNION

## Credit Card Agreement



1467 Harper Street  
Augusta, GA 30912  
(706) 434-1600  
(866) 422-8616

## VISA CREDIT CARD AGREEMENT

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 VISA credit card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means your VISA credit card line of credit account with the Credit Union, and "Credit Union" means the 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 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. 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 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), (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 may use your Visa Card to conduct any transaction or obtain any credit union service permitted by law. You agree that the use of the Visa Card to obtain a service or effect a transaction that is illegal under the law of any jurisdiction where originated, effected or accomplished will be a default and breach of this agreement. We may terminate the access to the service or withdraw the right to use the Visa Card and/or demand the return of all Visa Cards or other access devices issued to you. If illegal use of your Visa Card occurs, you waive the right to sue us and agree to indemnify and hold us harmless from any suits or other legal action or liability which may be asserted, directly or indirectly, against us arising out of or resulting from the illegal use of the Visa 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 also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you made with the Credit Union. If this is a joint Account, Section 17 below also applies to your Account.

4. **Finance.** A Finance Charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance of purchases shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance of purchases shown on your previous monthly statement within that 25-day period, a Finance Charge will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during

the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance of purchases is paid in full or until the date of payment if more than 25 days from the closing date.

The Finance Charge for a billing cycle is computed by applying a monthly Periodic Rate as low as .8250% which corresponds to an ANNUAL PERCENTAGE RATE of 9.9%, up to our highest daily periodic rate of 1.500%, which corresponds to an ANNUAL PERCENTAGE RATE of 18.0%. The ANNUAL PERCENTAGE RATE is based on Individual Credit History. Your ANNUAL PERCENTAGE RATE will be disclosed to you when the card is issued. The monthly Periodic Rate is applied to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges.

A Finance Charge will be imposed on Cash Advances from the date of 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, and will otherwise be calculated in the same manner as explained above for Credit Purchases.

In addition to the Finance Charge calculated as described above, a Finance Charge of \$5.00 will be charged for each cash advance that is added to your account.

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

- a) **Annual Fee:** You will be charged an annual fee of \$15.00 on the first statement you receive after your account is opened. The fee will be charged each year until the account is closed and paid in full.
- b) **Over-the-Credit-Limit-Fee:** You may be charged a fee of \$25.00 on a statement date if your New Balance on that date, minus any fees imposed during the cycle, is over the credit limit. You will be charged the fee each subsequent month until your New Balance on the statement date, less any fees imposed during the cycle, is BELOW your credit limit.
- c) **Late Payment Fee:** If you are 10 days or more late in making a payment, a late charge of \$35.00 will be added to your account.
- d) **Return Payment Fee:** If a check or share draft used to make a payment on your account is returned unpaid, you will be charged a fee, of \$35.00 for each item returned.
- e) **Card Replacement Fee:** You will be charged \$10.00 for each replacement card that you request.
- f) **Document Copy Fee:** You will be charged \$5.00 for each copy of a sales draft or statement that you request (except when the request is made in connection with a billing error made by the credit union).
- g) **Collection Costs:** To the extent permitted by law, you will also be required to pay the Credit Union's collection expenses, including court costs and 15% attorney's fees if any sums owing hereunder are collected by or through an attorney-at-law.

6. **Payments.** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 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 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 \$20.00 whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

7. **Payment Allocation.** Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses.

8. **Security Interest.** To secure your credit card account, you grant us a purchase money security interest in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which have not been paid for. As a condition for the approval of your credit card account you grant us a specific pledge of your Credit Union shares (deposits) and checking account(s), excepting those accounts that would have an adverse tax consequence if pledged as collateral. Collateral securing other loans you have with the Credit Union may also secure this loan, except that your home will never be considered as security for this Account notwithstanding anything to the contrary in any other agreement. PLEDGE OF SHARE AND SHARE DRAFT (CHECKING) ACCOUNT(S)—NOTE: YOU PLEDGE TO US AND GRANT A SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE, TO SECURE YOUR CREDIT CARD ACCOUNT. YOU AUTHORIZE US TO APPLY THE BALANCE IN THESE ACCOUNT(S) TO PAY ANY AMOUNTS DUE UNDER THIS AGREEMENT IF YOU SHOULD DEFAULT.

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

When you are in default, the Credit Union has the right to demand immediate payment of your full Account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charge, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your Account may be applied towards what you owe.

10. **Unauthorized Use—Lost/Stolen Card Notification.** You have no liability for the unauthorized use of your card. If you believe your card has been lost or stolen, notify the Credit Union by calling (706) 434-1600, or (866) 422-8616.

11. **Changing or Terminating Your Account.** The Credit Union may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. 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 and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized.

The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by you or the Credit Union. The Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union. If this is a joint Account, Section 17 of this Agreement also applies to termination of the Account.

12. **Credit 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.

13. **Returns and Adjustments.** Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six months.

14. **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.

15. **Foreign Transactions.** Purchases and cash advances 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 International. 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 in effect one day prior to the transaction processing date, increased by one-percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

16. **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, 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