

than \$50.00 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant. See Annual Statement of Billing Rights As Required By Regulation Z below.

### Consensual Security Interest

**You grant us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future to secure your credit card account. Shares and deposits in an IRA or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you have given in your shares and deposits. You may withdraw these other shares unless you are in default. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. For example, if you have an unpaid credit card balance, you agree we may use funds in your account(s) to pay any or all of the unpaid balance.**

**You agree that you are aware that granting a security interest is a condition for the credit card and you intend to grant a security interest. You acknowledge and agree that your pledge does not apply during any periods when you are a covered borrower under the Military Lending Act. For clarity, you will not be deemed a covered borrower, and your pledge will apply, if: (i) you become obligated on a credit transaction or establish an account for credit when you are not a covered borrower; or (ii) you cease to be a covered borrower.**

**Military Lending Act** — Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

**Information Changes; Consent for Calls/Texts** — By providing us with your mobile telephone number in connection with any accounts, products, or services, you consent to us (or others on our behalf) contacting you at that number. Your consent permits us to use automatic dialing technology, artificial/pre-recorded voice messages, and/or text messaging to deliver informational messages to you concerning any of your accounts, products, or services. You understand and agree that you are not required to provide this consent in order to obtain any accounts, products, or services and that you may revoke this consent at any time by calling us at 1-888-NASA-FCU (627-2328), visiting our website at [www.nasafcu.com](http://www.nasafcu.com), or through any other reasonable method that gives us a reasonable opportunity to update our records.

**Effect of Agreement** — This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the Amendments. To the extent the law permits, and we indicate in our notice, Amendments will apply to your existing account balance as well as to future transactions.

**Credit Review 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. If your account is eligible for emergency cash and/or 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).

**Special Promotions** — From time to time, we may offer special promotions, under which purchases of goods or services, balance transfers or cash advances transactions may be billed to your account with special promotional terms. The finance charges, minimum payment, application on payments and other terms for special promotions may differ from the standard terms described in this Agreement and as may be shown on your account statement.

**Platinum Advantage Rewards and Platinum Cash Rewards Programs: Please refer to the following sites for Credit Card Terms and Conditions:**

**Platinum Advantage Rewards:**

[www.nasafcu.com/platinum-advantage-rewards-credit-card-terms/](http://www.nasafcu.com/platinum-advantage-rewards-credit-card-terms/)

**Platinum Cash Rewards Credit Card:**

[www.nasafcu.com/platinum-cash-rewards-credit-card-terms/](http://www.nasafcu.com/platinum-cash-rewards-credit-card-terms/)

**Classic Credit Card:**

[www.nasafcu.com/classic-credit-card-terms/](http://www.nasafcu.com/classic-credit-card-terms/)

Annual Statement of Billing Rights As Required By Regulation Z

Your Billing Rights: Keep this Document 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 as soon as possible at P.O. Box 1588, Bowie, MD 20717-1588. 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 call us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) 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 thirty (30) days, unless we have corrected the error by then. Within ninety (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 in question, including finances 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 you 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 us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to.

We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

**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.

**Closing Your Account.**

You may close your account by notifying us in writing or over the phone. If you close your account, you must still repay the total balance in accordance with this Agreement. We may also close your account or suspend account privileges at any time for any reason. We may do this without prior notice to you. We may also reissue a different card at any time. You must return any card to us upon request.

**Governing Law and Construction.**

This Agreement has been accepted by us in Maryland and all loans shall be extended by us to you in Maryland. Regardless of the state of your residence or the place to which you submitted an application, you agree that the provisions of this Agreement relating to interest, charges and fees shall be governed by and construed in accordance with federal law and, as made applicable by federal law, Maryland law (without regard to its principles of conflict of law). To the extent not preempted by federal law and to the extent that Maryland law applies, this Agreement is made under Subtitle 9 of Title 12 of the Commercial Law Article of the Maryland Annotated Code. Procedural matters relating to the enforcement of the obligations stated in this Agreement and matters relating to the granting, perfection and enforcement of the security interest securing this Agreement shall be governed by the laws of the state where enforcement, granting or perfection takes place.



## Visa® Credit Card Agreement

In this agreement the words you or your mean each Person who applies for a credit card, or who uses the credit card or duplicate credit card. The word card means your credit card and duplicates of said card. The word account means your credit card revolving credit account. We, us, our(s), and Credit Union mean the NASA Federal Credit Union or anyone to whom the Credit Union transfers its rights under this agreement. The word "Disclosure" means the separate credit card account opening disclosure that we provide to you upon account opening. The Disclosure is incorporated into and is part of this agreement.

**Promise to Pay; Responsibility** — You promise to pay all charges (purchases, cash advances, balance transfers, use of convenience checks or any other charge) made to your account by you or anyone you authorize to use your account. You also promise 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 we issue you a card, you agree to repay all debts and the Finance charge arising from the use of the card and the card account jointly and severally. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request in writing and return all cards that were issued to you. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account. Any person using the card is jointly and severally responsible with you for charges he or she makes, but if that person signs the card he or she becomes a party to this agreement and is also jointly and severally responsible for all charges on the account, including yours.

**Individual Credit** — One VISA Credit Card will be issued in your name only. A personal identification number (PIN) will be issued.

**Joint Credit** — Two VISA Credit Cards will be issued, one in the applicant's name and one in the co applicant's name. Both cards will be encoded with your personal identification number (PIN). This card will allow the co-applicant to access and utilize your credit card account through the participating automated teller machine (ATM) networks, subject to the terms and disclosure of the credit card agreement and the electronic funds transfer disclosure for credit card/ATM access card.

**Authorized User** — Up to two authorized user cards can be issued on an Individual account or Joint VISA account. To select an authorized user, request a separate form.

**Lost/Stolen Card Notification** — You agree to notify us immediately, orally or in writing of the loss, theft or unauthorized use of your Credit Card. Contact the Credit Union at P.O. Box 1778, Bowie, Maryland 20717-1778 or telephone the Credit Union at 301-249-1800 or 1-888-NASA-FCU (627-2328) in the Continental United States.

**Liability for Unauthorized Use-Lost/Stolen Card Notification** — You agree to notify us immediately in the event of the loss, theft or unauthorized use of your credit card. Contact us in writing at NASA Federal Credit Union, P.O. Box 1778, Bowie, Maryland 20717-1778 or by calling (301) 249-1800 or 1-888-NASA-FCU (627-2328). Under VISA operating rules, you

will generally have no liability for the unauthorized use of any credit card after its loss or theft. If there is an exception to the VISA “zero liability” operating rule, such as if you are grossly negligent in handling your credit card, your maximum liability is \$50. You will not be liable for unauthorized use that occurs after you notify us orally or in writing, of the loss, theft, or possible unauthorized use. Do not use your account after you notify us, even if your credit card is found or returned. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your card and comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user.

**Credit Limit** — When we approve your application, we will establish a self-replenishing line of credit for you and notify you of its amount when we issue the card. Your credit limit line appears on your billing statements. You agree not to let the account balance exceed this approved credit limit. Each payment you make on the account will restore your credit limit by the amount of the payment which is applied to principal. You may request an increase in your credit limit only by application to us, which must be approved by our loan committee or loan officer. Without prior notice to you, we may raise your credit limit. The Credit Union may increase or decrease your credit limit, refuse to make an advance and/or terminate your account at any time for any reason not prohibited by law. If we detect unusual or suspicious activity, we may suspend or close your credit privileges. On the card anniversary date or at re-issue, your membership must be in good standing. If any obligation to which you are a party with the Credit Union is in default, a new card may not be sent to you. This constitutes a termination of your credit line. You may also terminate this agreement at any time, but termination by either of us does not affect your obligation to pay the account balance plus any finance and other charges you owe under this agreement. The cards remain our property and you must recover and surrender to us all cards upon request and upon termination of this agreement. Convenience checks are no longer valid if the account has been suspended or terminated. We may limit the number and/or the amount of transactions approved in one day.

**Fraud** — If your card account shows any sign of fraudulent, abusive or suspicious activity, we may close or suspend your card account immediately without giving you prior notice. Fraudulent card use will not earn applicable rewards and we may also terminate and cancel your right to continued reward program participation and/or accrued eligible rewards.

**Monthly Payment** — We will mail you a statement every month showing your previous balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your credit limit, the new balances of purchases and cash advances, the total new balance, the finance charge due to date, photocopy and other billed fees, and the minimum payment required. Every month you must pay at least the minimum payment within 25 days of your statement closing date. The minimum monthly payment is 2% of your total new balance, or \$25, whichever is greater. By separate agreement you may authorize us to charge the minimum payment automatically to your share or share draft account with us. You may, of course, pay more frequently, pay more than the minimum payment, or pay the total new balance in full, and you will reduce the finance charge by doing so. At any time your total new balance exceeds your credit limit, you must immediately pay the excess upon our demand. Subject to applicable law, payments made to your account will be applied in the following order: Fees and Finance Charges; Previously Billed Purchases; Cash Advances; New Purchases; provided that, in every case, in the event that you make a payment in excess of the required minimum periodic payment, we will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on applicable annual percentage rate. We may accept checks marked “payment in full” or with words of similar effect without losing any of our rights to collect the full balance of your account with us.

**Periodic Rates** — The periodic rates applicable to purchases, cash advances, and balance transfers are disclosed on the Disclosure that accompanies this agreement. Any penalty rate that may be imposed for failing to make a payment by the payment due date is also disclosed on the Disclosure. Any rate change will be made pursuant to applicable law. If the rate for

your account is variable, as indicated on the accompanying Disclosure, the rate charged on purchases, cash advances, balance transfers and any penalty rate will vary periodically as disclosed in the Disclosure accompanying this Agreement (unless indicated otherwise). The initial rate on your account for certain types of transactions may be an introductory discounted rate (Introductory Rate) that is lower than the rate that would ordinarily apply for that type of transaction. If an Introductory Rate applies to your account, the rates and the period of time it will be effective is shown on the Disclosure accompanying this Agreement. After the Introductory Rate period expires, the periodic rate will automatically increase to the rates that would ordinarily apply for that type of transaction based on the terms of this agreement.

**Finance Charge** — New purchases posted to your account during a billing cycle will not incur a finance charge for that billing 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 cycle’s billing statement by the payment due date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to your account. To avoid an additional finance charge on the balance of purchases, you must pay the entire new balance on the billing statement by the payment due date of that statement. A finance charge begins to accrue on cash advances from the date you get 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 (transaction date).

The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the periodic rate to the average daily balance of purchases. To calculate the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of purchases. We then add all of the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases. Balance transfers are calculated in the same manner as purchases.

For cash advances, the finance charge is computed by applying the periodic rate to the average daily balance of cash advances. To calculate the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any 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. We then add all of 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 gives us the average daily balance of cash advances.

**Balance Transfer Transactions** — We may in our sole discretion make balance transfer offers to you or allow balance transfer transactions on your account in the future. We may in our sole discretion permit you to transfer balances from other accounts or loans with other credit card issuers or other lenders to this account, or other balance transfers we may allow. If a portion of a requested balance transfer will exceed your available credit access line for balance transfers, we may process a partial balance transfer up to your available credit access line for balance transfers. No balance transfer will be processed for less than \$100 and we may in our sole discretion, limit any allowed balance transfers so that they do not exceed the lesser \$7,500 or 75% of your credit limit.

**Fees** — In addition to the periodic rate, the following additional fees may be imposed on your account. If applicable to your account, the fee amounts and explanations are disclosed on the Disclosure accompanying this agreement. Your account may also be subject to additional fees as set forth on the Disclosure accompanying this agreement. Applicable fees will be charged to your account.

- Annual Fee – If your account is subject to an annual fee (as provided in the separate Disclosure accompanying this agreement), the fee will be charged to your account. The fee may be charged each year until your account is closed and paid in full.
- Cash Advance Fee — For each cash advance, we add an additional CHARGE of 3% of the advanced amount but not less than \$5.00. This fee will be added to the cash

advance balance. (The amount of the cash advance may include a surcharge that the owner of an ATM imposes). The cash transaction fee may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the nominal annual percentage rate.

- Late Payment Fee — If you fail to make any payment when it is due, you will pay a late payment fee as specified in the Disclosure.
- Returned Payment Fee. If any payment that you make is returned unpaid, you will pay a returned payment fee as specified in the Disclosure.
- Stop Payment for Balance Transfer/Convenience Check. If you ask us to stop payment on any balance transfer or convenience check, you will pay a stop payment fee as specified in the Disclosure.

**Default** — You will be in default if you fail to make any minimum payment by the due date and may be charged a late fee as provided in the Disclosure. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or if the value of our security interest materially declines. You will be in default if you fail to abide by this agreement or you make any false or misleading statements in any credit application or update of credit information. If you are in default, we have the right to suspend or terminate your credit line (See Credit Limit). We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law you will also be required to pay our collection expenses, including court costs and reasonable attorneys’ fees plus any fees incurred as a result of bankruptcy.

**Penalty APR** — A penalty APR as described in the Disclosure will be imposed for all balances if you are sixty (60) or more days late in making a payment. Your non-penalty rate may be re-established if you make subsequent on-time payments for six (6) consecutive months.

**Variable Rates** — One or more APRs that apply to your account may vary with changes to the Prime Rate. When you have an APR that varies with changes to the Prime Rate, we calculate the APR by adding a margin to the Prime Rate published in The Wall Street Journal. The “Prime Rate” is the highest (U.S.) Prime Rate published in the Money Rates section of The Wall Street Journal. The Prime Rate is merely a pricing index. It is not the lowest or the best interest rate available to a borrower at any particular bank at any given time. If The Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate and inform you on your billing statement or through a separate notice. A “margin” is the percentage we add to the Prime Rate to calculate the APR. A “business day” is any day that is not a weekend or federal holiday. The Rates and Fees Table shows which rates, if any, are variable rates. It also lists the margin for each variable rate and any minimum daily periodic rate and corresponding APR. We then add the applicable margin to that Prime Rate to get the APR. The daily periodic rate is calculated as described above. If our calculation results in a change to a daily periodic rate from the previous billing cycle because the Prime Rate has changed, the new rate will apply as of the first day of your billing cycle that ends in the calendar month in which we made the calculation. If the daily periodic rate increases, you will have to pay a higher periodic finance charge and may have to pay a higher minimum payment.

**Using the Card** — To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the card to a participating VISA plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which will be imprinted with your card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card in an Automated Teller Machine or other type of electronic terminal that provides access to the VISA system. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at

the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you may request. 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. If you are permitted to obtain cash advances on your account, we may, from time to time, issue convenience checks to you that may be drawn on your account. Convenience checks may not be used to make a payment on your account balance. If you use a convenience check, it will be posted to your account as a cash advance. We reserve the right to refuse to pay a convenience check drawn on your account for any reason and such refusal shall not constitute wrongful dishonor.

You may request that we stop the payment of a convenience check drawn on your account. You agree to pay any fee imposed to stop a payment on a convenience check issued on your account (see Fees above). You may make a stop payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentment of the check for payment to give us a reasonable opportunity to act on your request. In addition, your request must accurately describe the check including the exact account number, the payee, any check number that may be applicable, and the exact amount of the check. If permitted, you may make a stop payment request orally but such a request will expire after 14 days unless you confirm your request in writing within that time. Written stop payment orders are effective only for six (6) months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed. We are not required to notify you when a stop payment order expires. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft and to assist us in any legal action. You agree to indemnify and hold us harmless from all costs and expenses, including attorney’s fees, damages, or claims, related to our honoring your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to us or the giving of inadequate time to act upon a stop payment request.

**Illegal Transactions Prohibited** — You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. **Returns and Adjustments** — Merchants and others who honor the card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1.00 or more, refund it on your written request or automatically within six months.

**Foreign Transactions** — Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date. This may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date in each instance. The exchange 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. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., with exceptions of U.S. military bases, U.S. territories, U.S. embassies and U.S. consulates.

**Plan Merchant Disputes** — We are not responsible for the refusal of any plan merchant or financial institution to honor your card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more