



*FAIRWINDS CASH BACK Visa®*  
**VARIABLE RATE CREDIT CARD AGREEMENT AND DISCLOSURE**

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**DEFINITIONS:** Card” means the *FAIRWINDS* Cash Back Credit Card, which we issue to you under this agreement, including any duplicates or renewals, and includes any device or check used to obtain credit or cash from the account. The words “you”, “your”, and “Cardholder” mean each person jointly and individually who holds, signs, retains, uses, or permits others to use or sign a Card. The words “our”, “we” and “us” mean *FAIRWINDS* Credit Union or any of its assignees. Unless otherwise stated “account” means your VISA® Credit Card Line of Credit with us.

You agree to pay all charges (purchases, balance transfers, and cash advances) on your account made by you, any Additional Cardholders or anyone who you authorize to use your account. Your obligation to pay the amount owed on your account continues until paid in full even though an agreement, divorce decree, or other court judgment to which we are not a party may direct someone else to pay the account balance. If more than one person is subject to this agreement, each is individually responsible for all amounts owed. This means we can enforce this agreement against any of you individually or all of you together.

1. **AGREEMENT:** We agree to extend credit to you and advance amounts up to your credit limit. We will notify you of your maximum credit limit. Upon receipt of your Card, you will immediately sign the back of the Card to ensure proper use. You agree to pay us for credit extended pursuant to the use of the Card by you or any other cardholders together with all applicable finance charges, and in accordance with the terms of this agreement. You agree by signing, using or permitting others to use the Card to the terms and conditions contained in this agreement, on the Card, or any charge slip resulting from authorized use of the Card and on any authorized cash advance slip.
2. **CREDIT LIMIT AND CASH ADVANCE LIMIT:** We will assign a credit limit to your account, and post it on your monthly billing statement. We may refuse to make an advance or authorize a transaction and/or cancel, change, or restrict your credit limit and cash advance limit at any time. Each transaction is considered for approval on an individual basis, including those above the credit limit. We may not approve all transactions.
3. **CHANGE IN TERMS:** You agree that we can change the terms of this agreement at any time, as long as we give you written notice as required by law before the change becomes effective. Use of your account on or after the effective date of any change will constitute your acceptance of the new terms. Any changes to the agreement may apply to all outstanding indebtedness. This includes any indebtedness which shall have arisen out of purchases, balance transfers, and cash advances made by you on the effective date of the changes.
4. **FINANCIAL CONDITION CHANGE:** You agree to advise us of any change in your financial condition which may affect your creditworthiness and to provide us with a current loan application whenever we request one. You understand and agree that we may terminate your account upon reevaluation of your creditworthiness.
5. **DEFAULT:** Your account will be in default if: 1) You do not pay at least the minimum payment when due; 2) You fail to comply with this or other agreements with us; 3) You die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due; 4) Something happens that we believe may substantially reduce your ability to repay what you owe.

If your account is in default, we may close it without notice and require you to pay your unpaid balance immediately. We can also begin to collection activities. You agree to pay all reasonable collection costs, including attorneys’ fees that we incur to collect amounts you owe.

6. **ISSUANCE AND USE OF CARD:** Upon receipt of the Card(s) you and all other cardholders will sign the signature panel on the back of the Card(s). The Card remains our property and may be revoked by us without notice at any time. The Card must be surrendered to us (or our agent designated to repossess it) upon demand or revocation. If we employ an agent for such repossession, your account will be charged with any related fee(s). Either you or we may terminate this Agreement at any time,

but termination by you or us 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. If and to the extent permitted by applicable law, we have 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 us. If this account is jointly held, either of the joint cardholders may terminate the account at any time by returning all Cards issued under this agreement to us. Termination by a joint cardholder will not relieve either of the joint cardholders or any other cardholder from liability for repayment of any obligations arising from the use of the account.

7. **ISSUANCE AND USE OF CHECKS:** If we issue you convenience checks, they are processed as cash advances and accumulate finance charges from the date the check posts to your account. Convenience checks may only be used by the person whose name is printed on them. We may refuse to issue or reissue, and may also terminate, limit, or modify the use of checks without notice to you, and you agree to surrender the checks upon our demand or upon learning of our cancellation or withdrawal of the checks. All the terms and conditions of this agreement apply to the checks and balance transfers. Only convenience checks, balance transfers, and other methods authorized by us now and in the future may be used to obtain funds from this account, and if so authorized by us, your use of a Personal Identification Number (PIN) for such purposes shall constitute your signature. Paid convenience checks and balance transfer checks become our property and will not be returned to you. Copies may be provided, if requested, for a nominal fee per item. Should we decline to pay any convenience check or balance transfer, we shall not be liable for any action we take regarding payment or nonpayment of a check or balance transfer. You will not date any check later than the date you write it. If you do and the check is presented for payment before its date, we may return it unpaid.

8. **THIRD PARTY DISCLOSURE:** We may disclose information about your account in order to advise third parties, such as credit bureaus or merchants, of the existence or condition of your account, or if you give us written permission, or in order to comply with a government agency of court orders.

9. **ASSIGNMENT OF ACCOUNT:** You agree that we may at any time sell, transfer, or assign your account to another financial institution.

10. **FINANCE CHARGE: Except during any introductory or promotional period, the FINANCE CHARGE (INTEREST) for purchases and balance transfers will equal the sum of the Prime Rate as listed in the Money Rates Section of Eastern edition of The Wall Street Journal on the last business day of each month plus a margin based upon your cumulative credit history. Your margin, initial Monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE (APR) for purchases and balance transfers are as set forth in the Account Opening Disclosures provided to you at the time of the delivery of this agreement, the terms of which are incorporated herein by reference. The FINANCE CHARGE for purchases and balance transfers will be subject to a maximum of the lesser of 18.00% APR or the highest APR then permitted by applicable law. The FINANCE CHARGE (INTEREST) for cash advances will equal the sum of the Prime Rate plus 17.99%, subject to a maximum of the lesser of 18.00% APR or the highest APR then permitted by applicable law.** If the index is discontinued or is no longer available, a successor index setting forth the prime rate will be chosen by us. To avoid incurring an additional **FINANCE CHARGE** on purchases and balance transfers reflected on your periodic statement and on any new purchases and balance transfers appearing on your next statement, you must pay the new balance for purchases and balance transfers shown on the periodic statement on or before the Payment Due Date. The **FINANCE CHARGES** for a billing cycle are computed by applying the Monthly Periodic Rate to the average daily balance of (i) purchases, (ii) balance transfers, or (iii) cash advances, as the case may be, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Separate average daily balances are calculated for (i) purchases, (ii) balance transfers, and (iii) cash advances. Each daily balance of (i) purchases, (ii) balance transfers, or (iii) cash advances, as the case may be, is determined by adding to the previous balance of (i) purchases, (ii) balance transfers, or (iii) cash advances, as the case may be, any new (i) purchases, (ii) balance transfers, or (iii) cash advances, as the case may be, posted to your account and subtracting any payments as received and credits posted to your account and applied to (i) purchases, (ii) balance transfers, or (iii) cash advances, as the case may be, but excluding any unpaid **FINANCE CHARGES**. **FINANCE CHARGES** will begin to accrue on cash advances, including over-the counter cash advances, convenience checks, and ATMs from the date of the transaction. Fees are not included in the calculation of the average daily balance. Finance charges will continue to accrue on your account until what you owe under this agreement is paid in full.

We may offer promotional or preferred terms for all or any part of any balance. Promotional and preferred terms may be applicable for limited periods. Any applicable promotional or preferred terms (including any promotional or preferred Monthly Periodic Rate and corresponding APR), the period in which such terms shall be in effect, the circumstances under which such

terms may be revoked, and the Monthly Periodic Rate and corresponding **APR** that will apply after the revocation of such terms are set forth in the Account Opening Disclosures provided to you at the time of this agreement, the terms of which are incorporated herein by reference.

**11. VARIABLE ANNUAL PERCENTAGE RATE (APR):** Any Variable **ANNUAL PERCENTAGE RATE (APR)** for purchases, balance transfers and cash advances will be based on the Prime Rate as published in the Money Rates Section of the Eastern edition of The Wall Street Journal on the last business day of each month and your cumulative credit history. Changes in the Prime Rate will cause changes in the APR. Changes in the APR as the result of changes in the Prime Rate will be effective on the first day of the next month following one full billing cycle after any change in the Prime Rate. If the ANNUAL PERCENTAGE RATE increases or decreases, the FINANCE CHARGE will increase or decrease. Any increase in the ANNUAL PERCENTAGE RATE and its corresponding Monthly Periodic Rate and daily periodic rate will result in more finance charges and higher minimum periodic payments. Each change in the ANNUAL PERCENTAGE RATE and Monthly Periodic Rate will apply to any balance outstanding on the effective date of such change as well as to future credit purchases, balance transfers, and cash advances. The APR will not increase above the lesser of the maximum rate allowed by law or 18.00%.

**12. CASH ADVANCE APR:** Cash Advance ANNUAL PERCENTAGE RATE (APR) will be the Prime Rate plus 17.99% for all cash advances, ATM cash advances, and convenience checks.

**13. MINIMUM PAYMENT, PAYMENTS:** You agree to pay at least the minimum payment due on each payment due date. The minimum payment due and payment due date are shown on each billing statement. The billing statement also explains when the payment must reach us in order to be considered received as of that date. Payments received after that required time will be credited on the next business day. To calculate the minimum payment due, we begin with any past due amount. We then add any amount in excess of your credit limit. We also add the largest of the following: i) the new balance on the billing statement, if it is less than \$25; ii) \$25, if the new balance is at least \$25; or iii) 1% of the new balance, plus the amount of your billed interest charges and any applicable fees. In no event will the minimum payment due exceed the new balance.

Make payments to us in U.S. dollars with 1) a single check drawn on a U.S. bank, 2) money order, or 3) an electronic payment that can be cleared through the U.S. banking system. You agree purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. Your Card account (16-digit) number should always be written on the bottom left hand corner. All payments will be credited to your account promptly, in most cases as of the day of receipt and in no case more than 5 business days from the date of receipt.

You understand and agree that, except as otherwise required by applicable law, payments will be applied in the following order (1) finance charge(s), (2) fee(s) (if applicable), (3) the remaining amount of your payment equal to the minimum payment due to the balances with the lowest APRs, and (4) payment of the amount in excess of your minimum payment due will be applied to the balances with the highest APRs.

**14. ANNUAL FEE:** There is no annual fee at this time. You will receive prior written notice should we decide to impose an annual fee.

**15. LATE FEE:** If you do not make the total minimum payment due on your monthly statement by the date listed on your statement you may be assessed a late charge of \$25, in the case of the first violation, or \$35, in the case of any additional violation during any six consecutive billing cycles; provided, however, the late charge shall in no case exceed the amount of the required minimum payment due. Any late payment charge you owe us will be added to your account but will not be included in any finance charge calculation.

**16. RETURN PAYMENT FEE:** If a payment is returned, there will be a return payment charge of \$25, in the case of the first violation, or \$30, in the case of any additional violation during any six consecutive billing cycles; provided, however, the return payment charge shall in no case exceed the amount of the required minimum payment due. Any return payment charge you owe us will be added to your account but will not be included in any finance charge calculation.

**17. CASH ADVANCE LIMIT:** We may make part of your Credit Limit available for cash advances. We may increase or reduce your cash advance limit. We may do so even if you pay on time and your account is not in default.

**18. CASH ADVANCE FEES:** For each cash advance, a fee of 4% will be charged. The minimum cash advance fee is \$10. Cash

advance transactions are defined as ATM withdrawals, convenience checks, and cash advances made at any financial institution branch.

19. **BALANCE TRANSFER FEES:** There is not balance transfer fee at this time. You will receive prior written notice should we decide to impose a balance transfer fee.

20. **MILITARY LENDING ACT (MLA):** 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 (APR)** of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premium; 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).

21. **LOST OR STOLEN CARD:** You are responsible for the possession and use of the Card and must maintain the confidentiality of the Personal Identification Number (PIN) we may assign you. You will notify us if you believe your Card has been lost, stolen or if you have reason to believe that the Card is being used without your permission immediately. You may notify security by calling 407-277-5045 or 1-800-443-6887 seven (7) days a week twenty-four (24) hours a day.

22. **SECURITY INTEREST:** If you give us a specific pledge of shares by signing a separate pledge of shares for this account, your pledged shares will secure your account. You pledge as security for the account all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with us now or in the future. Also, any property you give as security will secure all amounts owed under this agreement and all other loans you have with us now or in the future, except any loan secured by your principle dwelling. Your pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. Property securing other loans you have with us may also secure this agreement.

23. **MEMBERSHIP REQUIREMENT:** You must be and remain a member in good standing with us to be eligible for continuing Account and/or Card privileges including future purchases and advances. We may suspend the Account and/or Card privileges, including closing the Account, if you do not maintain your Membership with us.

24. **FOREIGN TRANSACTIONS:** Purchases, cash advances, and credits made in foreign currencies will be billed to your Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa® operating regulations for international transactions. 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. 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. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, you are responsible for the difference. A fee, as disclosed in the disclosures accompanying this Agreement, may be imposed on all foreign transactions, including purchases, cash advances, and credits to your account. A foreign transaction is any transaction that you complete, or a merchant completes on your card outside of the U.S.

25. **ILLEGAL USE:** You may use your FAIRWINDS Credit Union Credit Card for any transaction permitted by law. You may not use your Card for any gambling purposes, either legal or illegal. You agree that illegal use and/or use in gambling activities of this Card will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at our discretion. You further agree, should illegal use occur, to waive the right to sue us for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold us harmless from any suits or other legal action or liability, directly or indirectly, resulting from such use.

26. **LIABILITY FOR UNAUTHORIZED USE:** You are liable for all authorized use of any Card issued under this agreement regardless of the credit limit or the party using it. You also may be liable for the unauthorized use of your Card as follows: 1) If you tell us after learning of the loss or theft of the Card, your liability for unauthorized transactions using the VISA® system is Zero; 2) For Card transactions through a non-VISA® network, VISA® Commercial Cards, VISA® or Plus ATM, or any ATM transactions, or to Cards issued outside the United States, if you tell us within two (2) business days after learning of the loss or theft of the Card, your liability for unauthorized transactions is \$50.00; 3) For ATM transactions, your liability for unauthorized transactions is \$500.00 if you do not tell us within two (2) business days; and 4) if you do not tell us within sixty (60) days after the statement

was mailed, you may not get any money you lost if we can prove that we could have stopped someone from taking the money had you told us in time. The term "unauthorized" does not include any transaction from which you receive a benefit or any transaction by a person with actual, implied, or apparent authority to use the Card. We may require you to provide a written statement regarding claims of unauthorized transactions. If we determine that you have been grossly negligent or fraudulent in the handling of your account or Card, your liability may increase. These rules do not apply to other electronic transfers. You will not be liable for unauthorized use that occurs after you notify us orally at 407-277-5045 or 1-800-443-6887, or in writing to FAIRWINDS Credit Union, Attn: **Card Services**, 3087 N. Alafaya Trail, Orlando, FL 32826. You agree to cooperate with us in the recovery of any amounts advanced based on such unauthorized use.

**27. STATEMENTS AND NOTICES:** We will bill you monthly, on a date selected by us, for amounts due under this agreement. Upon receipt of each periodic statement you should examine it and immediately notify us in writing of any transaction you believe to be in error to FAIRWINDS Credit Union, Attn: Card Services, 3087 N. Alafaya Trail, Orlando, FL 32826. Statements and notices will be mailed to you at the most recent address you have given us. You agree to notify us promptly of any change in your name, address, and phone number. Notice sent to any one of you will be considered notice to all of you.

**28. MERCHANT REFUSALS AND ADJUSTMENTS:** We will have no liability or responsibility if any merchant refuses to honor the Card. No cash refund will be made to you with respect to any adjustment for goods or services purchased. All adjustments will be made by credit to your account.

**29. VISA ACCOUNT UPDATER (VAU):** VAU is an automatic account information updating service provided by VISA®. Your Card is automatically enrolled in VAU when issued. When your Card expires or is lost or stolen and a new or replacement Card is issued, VISA® may update relevant Card information (card number and expiration date) with participating merchants with which you have an ongoing payment relationship, such as recurring payments or automatic billing. The VAU service is provided for your convenience at no cost to you. You may opt-out of the VAU service at any time by contacting us by mail at: FAIRWINDS Credit Union, 3087 N. Alafaya Trail, Orlando, FL 32826, or by telephone at 1-800-443-6887. You acknowledge and agree participation in VAU does not relieve you of your responsibility to ensure merchants have your correct information on file and your failure to keep your account information current may result in declined payments. You acknowledge and agree further neither VISA® nor we guarantees that your account updates will be received or recognized by merchants prior to any billing.

**30. CASH BACK PROGRAM:** You are entitled to Cash Back as described in these paragraphs. You will receive Cash Back of 1.5% of Qualifying Net Purchases during each billing cycle; provided, however, you will not receive or accrue any Cash Back for a billing cycle if, by the end of that cycle, the minimum payment due shown on the statement for the immediately preceding billing cycle is not paid. "Qualifying Net Purchases" means all authorized credit purchases posted to your Account less (i) any credit purchase refunds, (ii) any credits for returned purchases, and (iii) any disputed Account items.

All accrued but uncredited Cash Back will be forfeited if your Account is closed or terminated for any reason by you or us. We may change or terminate the Program at any time.

**31. OTHER AGREEMENTS:** All the terms and conditions of any other agreement between us and you and/or any other institution that is part of a network of Automated Teller Machines (ATM) in which we participate, and any applicable rules and regulations, also apply to use of the Card. In the event of a conflict between the terms of this agreement and the terms of other agreement or sales, cash advance, credit or other slips you sign or receive, the terms of this agreement shall govern. There may be minimum and/or maximum limits on the amount of a cash advance dispensed from electronic terminals which accept the Card. All of the transactions made by electronic means are subject to verification by us. You agree that we do not waive our rights under this agreement if we fail to assert them. The agreement binds and benefits us and our successors and assigns and binds you, your estate and your personal representatives.

**32. INVALIDITY OF PROVISIONS AND CAPTIONS:** If any provision of this Agreement is deemed invalid the rest of this Agreement will remain in full force and effect. The paragraph headings are for convenience only and do not form a part of this Agreement.

**33. GOVERNING LAW AND VENUE:** The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Florida and any applicable Federal law. The venue for any legal action or claim you make against the Credit Union will be Orange County, Florida.

## YOUR BILLING RIGHTS - KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### **What to do if you find a mistake on your statement.**

If you think there is an error on your statement, write to us at:

FAIRWINDS Credit Union

Attn: **Card Services**

3087 N. Alafaya Trail

Orlando, FL 32826

You may also contact us on the web: **[www.fairwinds.org](http://www.fairwinds.org)**

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.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing or electronically. 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.

### **What Will Happen After We Receive Your Letter**

#### **When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

#### **While we investigate whether or not there has been an error:**

- 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.
- 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.

#### **After we finish our investigation, one of two things will happen:**

1. If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
2. If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### **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 or electronically at:

FAIRWINDS Credit Union

Attn: **Card Services**

3087 N. Alafaya Trail

Orlando, FL 32826

[www.fairwinds.org](http://www.fairwinds.org)

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.