



VISA® Credit Cards

Credit Card Disclosure Statement and Agreement for APGFCU Credit and Share Secured Credit

In this Agreement the words “you” and “your” mean each and all of those who apply for the card or who sign this Agreement. “Card” means the VISA® Credit Card and any duplicates and renewals we issue. Everyone who receives, signs or uses a card issued under this Agreement must be a member of this Credit Union. “Account” means your VISA Credit Card Line of Credit account with us. “We,” “us” and “ours” means Aberdeen Proving Ground Federal Credit Union.

1. Responsibility: If we issue a card, you agree to repay all debts and the FINANCE CHARGE arising from the use of the card and the card account. 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. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgments 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 responsible to pay the account. Any person using the card is jointly 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 responsible for all charges on the account, including yours.

2. Lost Card Notification: If you believe the card has been lost or stolen, you should immediately call the Credit Union during business hours at (410) 272-4000 or toll-free at 1-800-225-2555. After business hours, call toll-free 1-800-543-5073 to contact the Lost/Stolen Center.

3. Liability for Unauthorized Use: You understand that you will not be liable to the Credit Union for any card transactions resulting from the loss, theft or other unauthorized use of the card unless you have been grossly negligent or engaged in fraud, in which case your maximum liability shall not exceed \$50.00 for any card transactions resulting from the loss, theft or unauthorized use of the card that occurs prior to the time you give notice to the Credit Union.

4a. Credit Line: If 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. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your Credit Line by written application, or telephone call to us at 1-800-225-2555, which must be approved by us. By giving you written notice, we may reduce your Credit Line from time to time, or, with good cause, revoke your card and terminate this Agreement. Upon revocation of your card any outstanding balance and FINANCE CHARGE shall immediately become due and payable. Good cause includes your failure to comply with this Agreement, our adverse reevaluation of your creditworthiness or your use of this card in furtherance of any purpose deemed to be illegal under state or federal law. 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 and FINANCE CHARGE arising from authorized use of the card. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of the Agreement.

4b. Share Secured Credit Line: If we approve your application, we will establish a self-replenishing Line of Credit equal in amount to pledged shares for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your Credit Line by written application or telephone call to us, which must be approved by us at 1-800-225-2555, and by pledging the additional shares equivalent to the increased Credit Line. By giving you written notice, we may reduce your Credit Line from time to time, or, with good cause, revoke your card and terminate this Agreement. Upon revocation of your card any outstanding balance and FINANCE CHARGE shall immediately become due and payable. Good cause includes your failure to comply with this Agreement, our adverse reevaluation of your creditworthiness or your use of this card in furtherance of any purpose deemed to be illegal under state or federal law. 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 and FINANCE CHARGE arising from authorized use of the card. The cards remain our property and you must recover and surrender to us all cards upon termination of the Agreement.

5. Checking Overdraft Protection: This VISA Credit Line also allows you to overdraft your checking account for any lawful purpose except for payment to this VISA Credit Card account. We will credit to your checking account, in multiples of \$50, an amount (the advance) sufficient to permit us to honor such check. Such credit advances are considered by us as cash advances and are subject to the terms and conditions concerning cash advances in this Agreement.

6. Credit Information: You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing.

7. 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 the Credit Line, the New Balances of purchases and cash advances, the Total New Balances, the FINANCE CHARGE due to date, any other billed fees and the Minimum Payment required. Each month, you must pay at least the Minimum Payment within 25 days of your statement closing date. By separate agreement you may authorize us to charge the Minimum Payment automatically to your share account with us. You may, of course, pay more frequently, pay more than Minimum Payment, or pay the Total New Balance in full, and you will reduce the FINANCE CHARGE by doing so.

The Minimum Payment on your account will be either (a) 2.0% of your Total New Balance, or \$25, whichever is greater, or (b) your Total New Balance, if it is less than \$25 plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand.

We will apply payments first to previously billed and unpaid FINANCE CHARGE on purchases, then to previously billed and unpaid FINANCE CHARGE on cash advances, then to any late charges and fees due, then to cash advances, whether or not billed on the monthly statement, then to previously billed purchases. However, any payment equal to, or greater than, the Previous Balance of Purchases will be applied first to the balance and any FINANCE CHARGE thereon so as to avoid continuing accrual of FINANCE CHARGE on that amount. Purchases and cash advances will be paid off in the order they were posted to your account. If two or more purchases were posted on the same day, your payment will be applied to the smallest one first.

8. Irregular Payments: We can accept late payments, partial payments, checks and money orders marked "paid in full" or language having the same effect without losing any of our rights under this agreement.

9. Finance Charge: You can avoid FINANCE CHARGE on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and subsequent purchases from the date they are posted to your account, will be subject to FINANCE CHARGE. Cash advances are always subject to FINANCE CHARGE from the date they are posted to your account.

FINANCE CHARGE (interest) is calculated on the average daily principal balances of purchases and cash advances in the account at the daily periodic rate and corresponding Annual Percentage Rate disclosed in the VISA Credit Card Approval Letter.

The principal balances of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of your Previous Balances, reduced by payments you make and credits we apply, and increased by purchases and cash advances you make and debit adjustments we make during the statement period. The daily principal balances are totaled and divided by the number of days in the statement period, to produce separate average daily principal balances for purchases and cash advances to which the periodic rate is then applied.

10a. Annual Percentage Rate: Your Annual Percentage Rate is provided in your VISA Credit Card Approval Letter (the "stated rate"). This rate is subject to change. Your Annual Percentage Rate may also change in the event that you request and are approved for an increase or decrease in your Credit Line, or request and are approved to change your credit product.

10b. Share Secured Annual Percentage Rate: The Annual Percentage Rate may change. Your Annual Percentage Rate is provided in your VISA Credit Card Approval Letter (the "stated rate"). Your account is a variable rate account. The Annual Percentage Rate and the daily periodic rate may change every month (Adjustment Period) if your Visa Credit Line is secured by a Regular share or Money Market Share Account. This change is based on the movement of the Prime Rate published in the Wall Street Journal (index).

For Regular Share and Money Market Share secured VISA accounts, we calculate your Annual Percentage Rate by adding a percentage to the Prime Rate published in the Wall Street Journal on the first business day of every month. If your VISA credit line is secured by a Regular Share account, the maximum rate will not exceed 5% above the current APGFCU dividend rate on Regular Share Accounts. If your Visa credit line is secured by a Money Market Share Account, the maximum rate will not exceed 5% above the current APGFCU tier for the lowest Money Market tier rate.

Your Annual Percentage Rate will always be 1% above the index that is effective on your statement closing date. Your FINANCE CHARGE for every \$1.00 in your daily balance may increase if the index rises and will decrease if the index falls. For example, a change in the index of one percentage point will result in a one percentage point change in the same direction in your Annual Percentage Rate with a corresponding change in your daily periodic rate. The Annual Percentage Rate will not increase to more than 18 percent (or such other rate as may be permitted under the Federal Credit Union Act.)

11. Late Charge: In addition to the continued accrual of the FINANCE CHARGE at the daily rate, if you fail to pay at least the Minimum Payment within 15 days after it is due, we may assess a late charge of \$25 per month.

12. Fees: The VISA Card account shall be subject to service charges in accordance with the rate schedules disclosed in the VISA Credit Card Application, VISA Credit Approval Letter, and/or VISA Credit Card Disclosure Statement and Agreement. If you request photocopies of sales slips, duplicate copies of monthly billing statements or a replacement card, you agree to pay our reasonable costs for such services. The present charges for these services are stated specifically in the current Service Price List. You can pick one up in any branch or call us and we'll mail a copy to you.

13a. Default: You will be in default if you fail to make the minimum payment within 25 days after your monthly statement closing date. You will also be in default if (a) you breach any other conditions of the Agreement, (b) bankruptcy or insolvency proceedings are started by you or against you, (c) if we determine your credit-worthiness. (which includes your ability to repay us) has become unsatisfactory due to change in employment, increase in your other obligations, or because of any other reason, (d) in the event of your death, or (e) your use of the card in furtherance of any purpose deemed to be illegal under state or federal law.

In the event of any default or in the event this Agreement is terminated by you or by us for any reason, the entire balance on the Account becomes due and payable forthwith. You also agree that, in case of default, you will pay all usual and customary costs of collection permitted by law, including court costs and reasonable attorney fees. You agree that the jurisdiction in any dispute or for any collection purposes will be in the State of Maryland.

13b. Share Secured Default: You will be in default if you fail to make the minimum payment within 25 days after your monthly statement closing date. You will also be in default if (a) you breach any other conditions of the Agreement, (b) bankruptcy or insolvency proceedings are started by you or against you, (c) if we determine your credit-worthiness (which includes your ability to repay us) has become unsatisfactory due to change in employment, increase in your other obligations, or because of any other reason, (d) in the event of your death, or (e) your use of the card in furtherance of any purpose deemed to be illegal under state or federal law. In the event of any default or in the event this Agreement is terminated by you or by us for any reason, the entire balance on the Account becomes due and payable forthwith. You also agree that, in case of default, you will pay all usual and customary costs of collection permitted by law, including court costs and reasonable attorney fees. You agree that the jurisdiction in any dispute or for any collection purposes will be in the State of Maryland.

14. Using the Card: To make a purchase or cash advance, there are two alternative procedures to follow. 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 (ATM) 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 should 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.

We may issue VISA Access Checks to you which may be used to obtain cash advances. Each Access Check will contain your Credit Union member number and may be used only by the person whose name is printed on it. Each must be completed and signed in the same way as a regular personal check. You may not use a VISA Access Check to pay any amount you owe under this Agreement.

If you give your account number to make a purchase or obtain a cash advance without presenting the card (such as for a mail order or telephone purchase), the legal effect will still be the same as if the card itself was used by you.

15. 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 will be posted 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 refund it on your written request if it is \$1 or more.

16. 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 dollars and the fees for all international transactions will be in accordance with the operating regulations of Visa USA, Inc. 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 processing date. In addition, a fee of 1% of the transaction amount will be charged on all international transactions regardless of whether or not currency conversion is involved.

17. 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 than \$50 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.

18. Security Interest: To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code 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 through our application of your payments in the manner described in paragraph 7.

As security for any advance to you or on your behalf, you pledge to the Credit Union all present and future shares you have in any account in the Credit Union in which you have an interest. The Credit Union shall have the power in accordance with 12 U.S.C. Section 1757(11) to place a lien on (to freeze) your present and future shares, share certificates and dividends to the extent of that portion of your loan which is in default, and any charges that are due. You are also giving a security interest in all present and future checking accounts you have with the Credit Union. You authorize the Credit Union to take that money and apply it to what you owe if you are in default. The Credit Union may, but does not have to allow you to withdraw a portion of your shares or deposits without affecting its security interest. You are not giving a security interest in any shares or deposits in any IRA, SEP, KEOGH, or any other account which, if pledged, would result in the loss of special tax treatment under the Internal Revenue Code.

You are giving a security interest in property identified in the "security offered" section of separate Funds Advance Vouchers which you will receive for collateral secured advances, as well as any accessions to such property and any proceeds from the sale of the property ("collateral"). If you have a share pledge secured sub-account, you understand that you must keep these shares and deposits equal to your loan balance on deposit with the Credit Union until you repay your entire loan. Collateral securing other loans with us may also secure advances received under this Agreement.

19. Effect of Agreement: This Agreement is the contract which applies to all transactions of your account even though the sales, cash advance, credit or other slips you sign 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.

20. Credit Insurance: Credit insurance is not required to obtain credit. If credit insurance is offered on your account and you request credit insurance, the premium will be calculated monthly by multiplying the premium rate by the outstanding balance of each account. The premium rates per \$1,000.00 of the monthly outstanding balance are disclosed to you in the VISA Credit Card Application. Premiums will be posted at or after the end of each month. The premiums for your credit life and/or disability insurance are financed. Although such insurance is freely cancelable, it will be retained in effect until you have notified the Credit Union in writing of your intention to cancel. If you are late in paying or fail to pay your periodic payment, the Credit Union may advance funds on your behalf to pay such premiums and the Credit Union may impose additional finance charges on the amount financed.

21. Loan Protection: Loan Protection is not required to obtain credit. If loan protection is offered on your account and you request loan protection, the fee will be calculated monthly by multiplying the fee rate by the outstanding balance of each account. The fee rates per \$1,000.00 of the monthly outstanding balance are disclosed to you in the VISA Credit Card application. Fees will be posted at or after the end of each month. The fees for your loan protection will be added to your outstanding balance each month, upon which they will accrue interest. Although such protection is freely cancelable, it will be retained in effect until you have notified the Credit Union in writing of your intention to cancel. If you are late in paying or fail to pay your periodic payment, the Credit Union may advance funds on your behalf to pay such fees and the Credit Union may impose additional finance charges on the amount financed.

22. Notices: We will send statements and notices to you at the most recent address you have given the Credit Union. If this is a joint account, we can send statements and notices to either of you and will be considered notice to all. You promise to notify us promptly in writing of any changes in your address.

23. No Waiver: The Credit Union can delay enforcing any of its rights any number of times without waiving them.

24. Purchase Rebate: For cards with the annual rebate feature, an annual rebate will be given on purchases made throughout the calendar year decreased by any purchase credits and excluding cash advances, advances made to pay off other loans, or any other increase of your Visa account balance, e.g. fees, interest charges. The amount of the rebate is computed on the amount of Visa card purchases made in the calendar year according to the following breakdown: .0025 on the portion of annual purchases \$0 to \$999.99; .0050 on the portion of annual purchases \$1,000 to \$1,999.99; .0075 on the portion of the annual purchases \$2,000 to \$2,999.99; .01 on the portion OVER \$3,000. The purchase rebate will be credited to your APGFCU share account by the end of January for the previous year's purchases. The rebates will only be credited to the accounts of members in good standing.

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: APG Federal Credit Union, P.O. Box 1176, Aberdeen, MD 21001

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*. 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:

- *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.
- *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:

- 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.)

- 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.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: APG Federal Credit Union, P.O. Box 1176, Aberdeen, MD 21001

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.

In case of errors or questions about your electronic funds transfer

(Federal Electronic Funds Transfer Act) Telephone us at (410) 272-4000 or toll-free at 1-800-225- 2555. TTY: 1-800-811-4888. Or write us at APG Federal Credit Union, P.O. Box 1176, Aberdeen, Maryland 21001-6176, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 5 business days (20 days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new member.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Automatic Payment Transfers

If you have authorized us to pay your credit card bill automatically from your Share 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.



Aberdeen / APG / Bel Air (3 locations) / Edgewood / Elkton
Forest Hill / Havre de Grace / North East

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