



## APGFCU® Visa® Cash Back Credit Card Disclosure Statement and Agreement for Accounts Opened On or After January 2, 2025

In this Agreement the words "you" and "your" mean each and all of those who apply for the card or use the card, unless the context specifically requires otherwise. "Card" means the Aberdeen Proving Ground Federal Credit Union Visa Cash Back Credit Card and any duplicates and renewals we issue. "Account" means your Visa Cash Back Credit Card Line of Credit account with us. "We," "us" and "ours" mean Aberdeen Proving Ground Federal Credit Union (APGFCU). Visa is a registered trademark of Visa International Service Association.

Captions and headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. Unless the context specifically requires otherwise, references in this Agreement to a singular number include the plural, and references to a plural number include the singular.

By signing, using or accepting the card, you acknowledge receipt of this Agreement and agree to the terms herein. This Agreement also covers any Visa Credit Card Approval Letter, card carrier, card insert, addendum, and any other document accompanying or relating to this Agreement, any Visa Credit Card Application you submitted to APGFCU, and any notifications of changes to this Agreement we send to you.

**Please read this Agreement in its entirety and keep it for your records.**

**1. Responsibility:** If we issue a card, you agree to repay all amounts advanced to you, any fees or charges 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 and anyone else to whom you give the card. You may request additional cards for individuals you designate as authorized users. You are responsible to repay all amounts advanced to such authorized users, any fees or charges and the FINANCE CHARGE arising from their use of the card. If you notify us that someone you have given your card to is not authorized to use it anymore, we will cancel the authorized user's card. You will remain liable for the charges they make until the time we cancel the card.

You cannot disclaim responsibility for authorized transactions by notifying us, but we will close the account to new transactions if you so request. If more than one person signs the application for the card, each agrees to be individually and jointly responsible for paying all amounts owed under this Agreement. 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 another person responsible to pay the account.

**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 800-225-2555. After business hours, call toll-free 800-543-5073 to contact the Lost/Stolen Center or contact us in writing at: APG Federal Credit Union, P.O. Box 1176, Aberdeen, MD 21001.

**3. Liability for Unauthorized Card Use:** You may be liable for the unauthorized use of your card. You agree to notify us immediately in the event of the loss, theft or possible unauthorized use of your card by telephone at 410-272-4000 or toll-free at 1-800-225-2555 during business hours (or toll-free at 800-543-5073 after business hours) or by writing APG Federal Credit Union, P.O. Box 1176, Aberdeen, MD 21001. You will not be liable for any unauthorized use of the card that occurs after you notify us.

Under Visa's "zero liability" policy, you will generally have no liability for the unauthorized use of your card (including online and offline use of the card) after its loss or theft and before you notify us. If there is an exception to the Visa "zero liability" policy (such as, if you are grossly negligent in handling your card or card number, or unreasonably delay in reporting unauthorized use of your card, or if the card transaction is not processed by Visa), you may be liable for up to \$50 for the purchases and/or cash advances made by

anyone who used your card without your permission before you notify us. This Section 3 does not apply to unauthorized use of convenience checks. (See Section 15 below and also the important billing rights information near the end of this Agreement.)

**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. If the account balance exceeds the approved Credit Line you must immediately pay the excess upon our demand and (without demand) as part of the Minimum Payment due pursuant to Section 7 below for any monthly statement period that ends with an account balance greater than the 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 (provided that the payment reduces the total unpaid principal to an amount less than your approved Credit Line).

You may request an increase in your Credit Line by written application, or telephone call to us at 800-225-2555, which must be approved by us. Effective immediately upon written or oral notice to you, we may reduce your Credit Line from time to time, or, with good cause, revoke your card and terminate the Line of Credit. Upon revocation of your card any outstanding balance, any fees or charges and FINANCE CHARGE shall immediately become due and payable in full upon our demand. Good cause includes your failure to comply with this Agreement, our adverse reevaluation of your creditworthiness or your use of the card in furtherance of any purpose deemed or reasonably suspected to be illegal under state or federal law. (See also Section 14a below.) You may also terminate the Line of Credit at any time, but termination by either you or us does not affect your obligation to pay the account balance, any fees or charges and FINANCE CHARGE arising from authorized use of the card under the terms of this Agreement. The cards remain our property and you must recover and surrender to us all cards immediately upon our demand and upon termination of the Line of Credit.

**4b. Cash Advances:** Cash advances are a feature of your card. Cash advances include without limitation cash and cash equivalent transactions (such as ATM cash disbursements, loan payments, the purchase of foreign currency, money orders, travelers cheques, prepaid cards, cashier's checks, lottery tickets, casino gaming chips, and similar transactions using the account), and convenience check transactions. Convenience checks are checks that may be issued from time to time at APGFCU's discretion as an additional means of accessing your account. (Please see Section 15 below for more information about convenience checks.)

APGFCU reserves the right, at its sole discretion, to classify a transaction as a cash advance or a purchase for all purposes under this Agreement (including without limitation Sections 9 and 24 below) based on merchant and/or transaction category codes and/or other codes or information provided in connection with a transaction.

Cash advances are subject to your standard cash advance Annual Percentage Rate (APR) unless a promotional APR applies. Cash advances (except for convenience check transactions) are also subject to the Cash Advance transaction fee described in the accompanying Disclosure. (This transaction fee is a non-interest Finance Charge.) Cash advances may not be used to pay any amount owed to us on this Agreement or any other APGFCU credit card or loans you may have with us.

**4c. Balance Transfers:** Balance transfers are a feature of your card, which you may access any time or during promotions we may offer from time to time. You may transfer credit card and certain other loan balances from other creditors up to your available credit limit. Balances you transfer from other creditors will be treated as cash advances for the purpose of this Agreement and will be subject to your standard cash advance APR unless a promotional APR applies. Balance transfers are also subject to the Cash Advance transaction fee described in the accompanying Disclosure unless

a promotional offer applies. (This transaction fee is a non-interest Finance Charge.) Any balance transfer promotional offers will describe the terms and conditions of the offer. Balance transfers may not be used to pay any amount owed to us on this Agreement or any other APGFCU credit card or loans you may have with us. If you transfer your balances you may lose your Finance Charge grace period on purchases.

**5. Checking Overdraft Protection:** This Visa Credit Line also allows you to enroll the Visa Credit Line for overdraft protection transfers if your enrolled APGFCU checking account becomes overdrawn for any lawful purpose except for payment to this Visa Credit Card account or any other APGFCU credit card or loans you may have with us. If you choose to enroll the Visa Credit Line for overdraft protection transfers, you understand that anyone who is authorized to make withdrawals or transfers from your enrolled APGFCU checking account may access your Visa Credit Line by creating an overdraft. We will credit to your enrolled checking account, in multiples of \$50, an amount (the overdraft protection transfer) sufficient to permit us to honor a check or other withdrawal or transfer (except for payments to this Visa Credit Card account or any other APGFCU credit card or loans you may have with us) for which there would otherwise not be sufficient available funds. Such overdraft protection transfers are considered by us as cash advances and are subject to the terms and conditions concerning cash advances in this Agreement, except that overdraft protection transfers are subject to the Visa Credit Card Protection Fee described in the accompanying Disclosure applicable to your enrolled APGFCU checking account, and not the Cash Advance transaction fee. Only one Visa Credit Card Protection Fee will be imposed on your enrolled APGFCU checking account on any day we make one or more overdraft protection transfers from your Visa Credit Line. Overdraft protection transfers may not be used to pay any amount owed to us on this Agreement or any other APGFCU credit card or loans you may have with us.

Your enrolled APGFCU checking account is also subject to the APGFCU "Terms and Conditions of Your Account" disclosure (including without limitation terms and conditions for when transactions may create overdrafts in the checking account, and how to resolve errors or questions about transactions on your checking account statement).

**6. Credit Information:** You authorize us to investigate your credit standing including your ability to pay, obtain and verify credit reports and other information about you 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, subject to applicable law.

You agree that we will give information about the account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report. We may choose in our sole discretion to report information about the account in the name of an authorized user (see Section 1 above), to the extent allowed by law.

**7. Monthly Payment:** We will mail you a statement every month showing your Previous Balances of purchases, cash advances and balance transfers; the current transactions on your account; the remaining credit available under the Credit Line; the new balances of purchases, cash advances and balance transfers (each a "New Balance"); the total new balances of purchases, cash advances and balance transfers (the "Total New Balance"); 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 by the payment due date (which will be at least 25 days after your monthly statement closing date). You may (but are not required to) authorize us to charge the Minimum Payment automatically to your designated share 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 periodic FINANCE CHARGE (interest) 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 without our demand.

Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses. However, in every case, in the event you make a payment in excess of the required minimum periodic payment, the Credit Union 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.

**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 periodic FINANCE CHARGE (interest) on purchases by paying the full amount of the Total New Balance each month by the payment due date (which will be at least 25 days after your monthly 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 periodic FINANCE CHARGE (interest). Cash advances, balance transfers, and convenience checks are always subject to periodic FINANCE CHARGE from the date they are posted to your account (unless a promotional APR offer applies).

FINANCE CHARGE (interest) is calculated on the average daily principal balances of purchases and cash advances (including any applicable balance transfers and convenience checks) in the account (multiplied by the number of days in the monthly statement period) at the applicable daily periodic rate and corresponding Annual Percentage Rate disclosed in the Visa Credit Card Approval Letter, any applicable promotional APR offer, and monthly statements. (The Annual Percentage Rate does not include non-interest Finance Charges, such as cash advance or balance transfer transaction fees.)

The principal balances of purchases, cash advances and balance transfers are determined each day during the monthly statement period, beginning with the principal portion of your Previous Balances, reduced by payments you make and credits we apply to reduce outstanding principal balances, and increased by purchases, cash advances and balance transfers 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, cash advances and balance transfers to which the applicable periodic rate is then applied for the number of days in the monthly statement period.

**10. Variable APR Based on Prime:** Your Annual Percentage Rate is based on the U.S. Prime Rate ("Prime Rate"). Your Annual Percentage Rate will equal the Prime Rate plus a margin. If the Prime Rate increases, it will cause the Annual Percentage Rate to increase. If the Prime Rate decreases, it will cause the Annual Percentage Rate to decrease. Your periodic FINANCE CHARGE (interest) for every \$1.00 in your average daily principal balance may increase if the Prime Rate rises and will decrease if the Prime Rate falls. For example, a change in the Prime Rate 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. For each monthly billing period, we use the Prime Rate published in The Wall Street Journal on the first business day of each month. If the Prime Rate causes an Annual Percentage Rate to change, we put the new Annual Percentage Rate into effect as of the first day of the billing period following the month in which the Prime Rate changed. We apply the new Annual Percentage Rate to any existing balance, subject to any promotional rates that may apply and subject to Section 9 above.

The margin is determined based on an evaluation of each member's credit history, and is provided in your Visa Cash Back Credit Card Approval Letter, together with your initial Annual Percentage Rate and initial daily periodic rate. The margins will range from 7.99% to 14.24%.

The Annual Percentage Rate will not increase to more than **18%** (or such other rates as may be permitted under the Federal Credit Union Act), regardless of increases to the Prime Rate.

Your margin and Annual Percentage Rate may 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 card product.

**11. 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 or debt protection fees; 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). To receive this notice verbally, please call 800-225-2555 24 hours a day, 7 days a week.

Certain contractual provisions, as more fully set forth in 32 C.F.R. Section 232.8, are not permitted in loan agreements with borrowers covered by the Military Lending Act (MLA). To the extent that any of those provisions are contained in these disclosures, they shall be inapplicable to covered borrowers under the MLA.

**12. Late Charge:** If you fail to pay the minimum on your account within fifteen (15) days of the payment due date, a late payment charge will be assessed and added to your account, as described in the accompanying Disclosure.

**13. Fees:** The Visa Cash Back Credit Card account shall be subject to service charges in accordance with the rate schedules disclosed in the Visa Cash Back Credit Card Application, Visa Cash Back Credit Card Approval Letter, and/or Visa Cash Back Credit Card Disclosure Statement and Agreement. If you request photocopies of sales slips, duplicate copies of monthly 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.

**14a. Default:** You will be in default if you fail to make the minimum payment by the payment due date (which will be at least 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 creditworthiness (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; (e) your use of the card in furtherance of any purpose deemed or reasonably suspected to be illegal under state or federal law; or (f) we discover at any time that you provided false or fraudulent information in your credit application.

In the event of any default or in the event the Line of Credit is terminated by you or by us for any reason, the entire balance on the Account will be due and payable in full upon our demand. 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.

**14b. Penalty APR:** The Penalty APR may be applied to your account if you:

- Are over 60 days past due or
- Make a payment that is returned and causes your account to be over 60 days past due.

The Penalty APR is **18.00%** (or such other rates as may be permitted under the Federal Credit Union Act), corresponding to a daily periodic rate of 0.0493%. If the Penalty APR is applied to your account, it will apply to both existing and new transactions. It will no longer apply to the account if you make the next six consecutive minimum payments on time. If you do not make these six consecutive minimum payments on time, the Penalty APR may continue to apply to both new and existing balances indefinitely.

**15. Using the Card:** You must sign your card to use it. 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 merchant, to us or to another participating financial institution. You may be required to sign the sales or cash advance slip or draft. 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. ATM transactions are subject to cash advance fees. (See Section 4b above.)

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. (See Section 13 above.)

We may issue Visa Convenience Checks to you which may be used to obtain cash advances. Each Convenience 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 Convenience Check to pay any amount owed to us on this Agreement or any other APGFCU credit card or loans you may have with us. If you believe a Convenience Check has been lost or stolen, you should immediately notify us by calling or writing us at the telephone number(s) or address in Section 2 above. Please also see Section 17 below.

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

We are not responsible if anyone refuses to honor your credit card or Convenience Check.

**16. Prohibited Use of the Card:** You may not use your card to place bets or gamble if these transactions are made online. You agree to use the account and cards exclusively for lawful personal, family or household purposes, and not for any business, commercial, agricultural or organizational purposes or for other purposes prohibited by this Agreement. You may not use your card for any illegal transactions. APGFCU reserves the right, at its sole discretion, to refuse to approve a requested transaction based on merchant and/or transaction category codes and/or other codes or information provided in connection with that transaction.

**17. Stop Payment:** If before a Balance Transfer or Convenience Check drawn on your Account has been honored, you notify us not to pay it, we will use reasonable efforts to stop payment on the check. You must notify us of your stop payment request by calling or writing us at the telephone number(s) or address in Section 2 above. You agree that we need at least one business day after we receive your request to process your request. Your stop payment request must include the number, payee, amount, and date of the check on which payment is to be stopped. If you make your request by telephone, we may disregard any such telephone request 14 days after our receipt unless you confirm your request in writing within that 14-day period. If you make or confirm your request in writing, we may disregard any such written request six months after our receipt unless you renew your request in writing.

**18. 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 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 and transfer the credit balance to your share account.

**19. Foreign Transactions:** Purchases, cash advances and balance transfers 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 foreign transaction currency and U.S. dollars will be 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 addition, we



impose a foreign transaction fee (a non-interest Finance Charge) equal to 1% of the transaction amount in U.S. dollars, regardless of whether or not currency conversion is involved. All transactions, including online transactions, that may have been originated by you in the U.S., but are processed by a foreign merchant, are subject to this foreign transaction fee. You may not always receive prior notification from the merchant that your transaction is processed by the merchant outside the United States.

**20. Merchant Disputes:** We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card (but not with a convenience check or any other type of cash advance), up to the amount of credit outstanding for the disputed goods or services and any Finance Charge or other charges imposed on that amount, but only if you have made a good faith attempt and have been unable to obtain satisfaction from the 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 merchant in your state or within 100 miles of your current mailing address. You must resolve any other disputes you may have with merchants concerning the quality of goods or services you have purchased with the card or account directly with the merchants.

**21. Effect of Agreement:** This Agreement is the contract which applies to all transactions of your account even though the sales, credit, or other slip or draft, cash advance, balance transfer or convenience check you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you advance written notice if and as required by law. The Amendment will become effective on the effective date stated in the notice. Use of your card or account after receiving notice of a change will further evidence your agreement to the change. If you give us written notice that you do not agree to the change, we will terminate your account and you will be permitted to pay the outstanding balance as of the effective date under the terms of the Agreement governing your account at the time our notice was given. If you use your card or account after the effective date of this Agreement or any Amendment, you will be considered to have agreed to the new terms even if you have sent us such written notice. To the extent the law permits, and if and as we indicate in our notice, amendments will apply to your existing account balance as well as future transactions.

**22. Notices:** We mail you statements and notices through the U.S. Mail, postage prepaid, and address them to you at the latest billing address in our records or, if you've agreed, by email to the address you gave us. Any notice that we send you through the U.S. Mail is deemed to be given when deposited in the U.S. Mail. We consider an electronic notice sent as soon as we email it, unless we receive notification that the email was undeliverable. You must notify us immediately if you change the billing address to which we send monthly statements and other notices. If you have more than one account you must notify us and we will change the billing address on all accounts. We may update your billing address if we receive information that it has changed or is incorrect.

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

**24a. Cash Back Awards:** Your APGFCU Visa Cash Back Credit Card rules and important terms associated with the use of the account and payment of Cash Back awards, including provisions related to eligible purchase transactions and other important conditions and limitations on the payment of Cash Back awards, are detailed below.

Your account must be open and in good standing to earn Cash Back awards. (See also Section 24b below.)

Cash Back awards have no cash value or value of any kind until they are deposited by APGFCU into your share account as dollars earned. You are solely responsible for any taxes that may be owed as a result of receiving Cash Back awards.

You may earn 1.5% Cash Back awards for each one dollar (\$1.00) of new retail purchases less credits, returns and adjustments ("Net Purchases") posted to the account in a monthly statement period. Earned Cash Back awards will be posted to the primary (first named) card member's regular

share account with APGFCU on the next business day following the end of a monthly statement period.

Cash Back awards scheduled to be paid to your regular share account for Net Purchases posted in a monthly statement period will be disclosed on the monthly statement for the applicable billing period. There is currently no minimum or maximum Cash Back award you may earn. Cash Back awards earned will be paid in U.S. Dollars and rounded to the nearest cent. Account adjustments, returns, credits, and billing or merchant disputes may affect the amount of any Cash Back award paid.

Cash advances and balance transfers (see Sections 4b and 4c above), Finance Charges and other charges and fees, and disputed or unauthorized/fraudulent transactions are not considered eligible purchase transactions and will not earn Cash Back awards. APGFCU reserves the right, at its sole discretion, to disqualify any account transaction for Cash Back award purposes, based on merchant and/or transaction category codes and/or other codes or information provided in connection with an account transaction.

APGFCU also reserves the right, at its sole discretion, to disqualify any account from earning and receiving Cash Back awards, and to require any account to forfeit any and all Cash Back awards earned but not yet paid for any breach of this Agreement or if for any reason the entire balance on the account becomes due and payable. (See Section 14a above.) If you dispute any aspect of APGFCU's Cash Back awards determination or administration, including without limitation the amount of Cash Back awards earned or deposited, you must notify us in writing at APG Federal Credit Union, P.O. Box 1176, Aberdeen, MD 21001, within sixty (60) days of the date of the first Visa Cash Back Credit Card account monthly statement to which the Cash Back award dispute relates, describing the reasons for your dispute. If we do not receive your written notice within this time frame, we will have no obligation to you to investigate or to adjust any error.

**24b. Cash Back Restrictions or Forfeiture:** You may not earn Cash Back awards during any monthly statement period in which any of the following occurs:

- Your account is in default under your Agreement with us.
- You or any authorized user engage in any fraudulent activity on this account.
- You or any authorized user engage in any illegal activity through the use of your account or engage in activity that is deemed to be abusive or gaming conduct, as determined by us in our sole discretion.
- You or we close your account for any reason; all earned but not paid Cash Back awards will be forfeited.
- We may, at our sole discretion, cancel, modify, restrict or terminate the Cash Back awards program or any aspect of the Cash Back awards program at any time without prior notice.

All interpretations of the APGFCU Cash Back awards program rules shall be at our sole discretion. These Cash Back awards program rules and important terms do not apply to any other Visa product offered by APGFCU.

All APGFCU Cash Back award program information is subject to change at any time without prior notice.

**25. How We May Contact You:** You expressly agree in order for APGFCU to provide information about your account and obtain any payment for amounts you may owe APGFCU, we or our authorized parties may contact you and send text messages to you. We may use pre-recorded/artificial voice messages or an automated dialing device to contact you at any telephone number associated with your APGFCU account, including mobile numbers, as permitted by applicable law. You also expressly agree that we may email you at any email address you have provided us.

**26. Governing Law:** This Agreement is governed by federal law and (only to the extent not preempted by federal law) the law of the state of Maryland, the location of the home office of APGFCU, without regard to conflict of law or choice of law provisions. Solely to the extent Maryland law might be applicable to this Agreement, this Agreement shall be governed by the Maryland Commercial Law Article, Title 12, Subtitle 9 (the credit grantor revolving credit provisions).

### **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.

### **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.

### **If you enroll the Visa Cash Back Credit Line for overdraft protection advances** (see Section 5 of this Agreement):

Your enrolled APGFCU checking account is subject to the APGFCU "Terms and Conditions of Your Account" disclosure (including without limitation terms and conditions for when transactions may create overdrafts in the checking account, and how to resolve errors or questions about transactions on your checking account statement).



Federally insured by NCUA



## **Security Interest Disclosure**

You acknowledge and pledge, as a condition of your use of the APGFCU credit card, that you have voluntarily granted APGFCU a security interest in all your individual and joint shares, share draft and share certificates now or in the future held at APGFCU. If your credit card account becomes delinquent, this security interest may be used without further notice to pay all or any part of such delinquency. This security interest does not apply to shares in an IRA, Keogh, or similar tax deferred account.

In addition, you acknowledge that, pursuant to the Federal Credit Union Act (12 U.S.C. 1757(11)), to secure all amounts owed APGFCU for use of this credit card account by you or any authorized user, APGFCU has a statutory lien that may be applied upon default against any of your shares, share draft or share certificate account balances without further notice to pay all or any part of such delinquency. This security interest does not apply to shares in an IRA, Keogh or similar tax deferred account.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>          Cash Back Visa	<b>0%</b> introductory APR for 18 months from the date of account opening for purchases that have been submitted to your account within the 90th calendar day from account opening for the Cash Back card. Conditions apply. For purchases completed after the 90th calendar day, your APR will be <b>15.49% to 17.99%</b> based on your creditworthiness at the time you opened your account. This APR will vary with the market based on the Prime Rate. <b>15.49% – 17.99%</b>
<b>Annual Percentage Rate (APR) for Balance Transfers</b>	<b>15.49% – 17.99%</b> <b>0%</b> introductory APR for 18 months from the date of account opening for balance transfers that have been submitted to your account within the 90th calendar day from account opening for the Cash Back card. Conditions apply. For balance transfers completed after the 90th calendar day, your APR will be <b>15.49% to 17.99%</b> based on your creditworthiness at the time you opened your account. This APR will vary with the market based on the Prime Rate.
<b>Annual Percentage Rate (APR) for Cash Advances and Convenience Checks</b>	<b>15.49% – 17.99%</b> Your APR will be based on your creditworthiness and credit card type at the time you open your account. This APR will vary with the market based on Prime Rate.
<b>Penalty APR and When It Applies</b>	<b>18.00%</b> <b>This APR may apply to your account if you:</b> <ul style="list-style-type: none"> <li>• Are over 60 days past due; or</li> <li>• Make a payment that is returned and causes your account to be over 60 days past due.</li> </ul> <b>How long will the Penalty APR apply?</b> If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay the entire balance by the due date each month. We will begin charging interest on balance transfers, cash advances and overdraft advances, if enrolled, on the transaction date.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>

Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b> Cash Advance Foreign Transaction Balance Transfer	<ul style="list-style-type: none"> <li>• <b>\$2</b></li> <li>• <b>Up to 1%</b> of transaction amount in U.S. dollars</li> <li>• <b>3%</b> of the amount of each transaction will be assessed on all submitted balance transfer requests within the first 90 calendar days of account opening at the 0% introductory APR which have been posted to your account. \$0 for each transaction that posts to your account after 90 calendar days of account opening. You will be charged your standard variable rate APR.</li> </ul>
<b>Penalty Fees</b> Late Payment Returned Payment	<ul style="list-style-type: none"> <li>• <b>Up to \$25</b></li> <li>• <b>Up to \$20</b></li> </ul>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

**Loss of Introductory APR:** You may lose your Introductory APR if the Penalty APR applies to your account.

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

**Variable Rate Information:** Variable APRs are based on the **7.50% Prime Rate as of 01/02/2025**. Your APR may vary. Rates are determined and adjusted monthly, according to your statement cycle period, by adding a Margin to the Prime Rate published in the *Wall Street Journal* on the first business day of every month. The Margin will range from 7.99% to 14.24% based on an evaluation of each member's credit history and product type.

**Balance transfers** will be applied to your account and sent to your designated payee(s) 10 days after we open your new account. If you want to cancel or modify your balance transfer within the first 10 days of account opening, call 1-800-225-2555. Continue to make regular payments to your other account(s) until you know the balance has been paid.

This disclosure was printed and is accurate as of 01/02/2025 and is subject to change after that date. All loans are subject to credit approval. To find out what may have changed, or if you have any questions regarding this disclosure, call toll free 1-800-225-2555 or 1-800-811-4888 TTY.