

## Important Disclosure Information

Interest Rates and Interest Charges	Visa Elite	Visa Gold	Visa Classic	Secured Visa
Annual Percentage Rate (APR) for Purchases	7.99% Fixed	9.96% Fixed	14.88% Fixed	15.96% Fixed
APR For Balance Transfers				
APR for Cash Advances				
How to avoid paying interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date (grace period) each month.			
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card visit the web site of the Federal Reserve Board at <a href="http://www.federalreserve.gov.creditcard">http://www.federalreserve.gov.creditcard</a>			

Fees	Visa Elite	Visa Gold	Visa Classic	Secured Visa
Annual Fee	None	None	None	\$25.00
Replacement Card Fee	\$ 5.00 (if applicable)			
Penalty Fees	\$ 20.00 (up to) \$ 25.00			
<ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> </ul>				
Additional Periodic Statements	\$ 3.00			
Copy of a charge slip	\$ 2.00			
Pick up Card	\$ 75.00			

**California residents:** Applicants: 1) may, after credit approval, use the credit card account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

**Ohio residents:** Ohio anti-discrimination laws require creditors to make credit equally available to all credit worthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers compliance with this law.

**New York and Vermont residents:** At any time, we may obtain your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer-reporting agency furnishing the report.

**Married Wisconsin residents:** No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interest unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision.

**Illinois residents:** may contact the Illinois Commissioner of Banks and Trust Companies for comparative information on interest rates, charges, fees and grace periods at State of Illinois – CIP, PO Box 10181, Springfield, Illinois 62791.1-800-634-5452.

### Members Trust Federal Credit Union

4000 Luxottica Place, Mason, OH 45040

### Credit Card Agreement and Disclosure Statement

In these Terms and Conditions the word **CARD** means a single Visa card or two or more Visa cards and any renewal or substitute issued for the Card. The words **you**, **your** and **yours** mean the applicant(s) and anyone else the applicant permits to use the Card. The words **we**, **us** and **our** mean Members Trust Federal Credit Union.

**ACCOUNT PRIVILEGES:** An Account with a credit limit ("Credit Limit") in the amount indicated on your Monthly Billing Statements has been established for you. You may use your Account to obtain credit from us up to the amount of your Credit Limit in the following ways:

- a) Purchases: To obtain goods and/or services from participating merchants with your Card ("Card")
- b) Advances: To obtain cash by presenting to us or any participating institution your Card or through other access devices we gave to you. Maximum advance is \$500.00

We may increase or decrease your Credit Line at any time.

**PROMISE TO PAY:** By applying for or using your Account or permitting someone else to use it, you promise to pay us for all Purchases, Advances, any accrued Finance Charges, Annual Membership Fees and additional charges as provided in this Agreement. You agree to be bound by all the terms of this Agreement, if there is more than one Cardholder, each of you agrees, jointly and severally, to be bound by all the terms and obligated for all purchases and advances and other charges imposed on your account.

**OTHER ADDITIONAL CHARGES AND ANNUAL FEE:** Additional charges, plus applicable taxes, may be assessed if you pay us with a check not honored by your Financial Institution, request a copy of a document, make delinquent payments, make charges which exceed your credit limit, request a cash advance, request a replacement card, or use your card for a transaction at an automated teller machine, if such charges are not prohibited by law or regulation. No Finance Charge will be assessed on such additional charges. The following fees may be posted to your account:

- a) Late Charge: You will be charged up to a \$20.00 Late Charge on your next monthly statement if a minimum payment is not made within 55 days after the date of a monthly statement.
- b) Replacement Card: A \$5.00 charge will be assessed for replacement card(s).
- c) Additional Periodic Statements – A \$3.00 charge if you request a copy of a previous periodic statement.
- d) Checks: If your bank will not honor your check or if we return your check for any reason, your account will be charged a fee of \$25.00.
- e) Retrieval: A \$2.00 charge if you request a copy of a charge slip.
- f) Pick-up Card: If it becomes necessary for us to pick up your card a \$75.00 charge will be added to your account. If however, your card is lost or stolen there will be no pick up charge.

**CASH BACK REWARDS PROGRAM:** Earn up to 1% cash back on every purchase you make with your Members Trust Federal Credit Union Visa Credit Card (excludes Elite and Secured Visa Cards). Cash Back Rewards are calculated based on your yearly retail purchases as follows: (1) Up to \$1,000 your Cash Back Rewards will be .25%, (2) \$1,001-\$2,000 your Cash Back Rewards will be .50% (3) \$2,001-\$3,000 your Cash Back Rewards will be .50%, (4) \$3,001 & above your Cash Back Rewards will be 1.00%. Cash-advances, convenience checks and balance transfers are excluded from the Cash Back Rewards program. Rewards are not earned for fees of any kind, such as late fees, annual fees, returned payment fees, insurance charges, or other service charges. Credit for returned merchandise and credit for disputed transactions will be deducted from your earnings. A summary of your Cash back rewards earnings, including any adjustments, will be posted on your monthly statement and credited to your credit card account annually in November. Your account must be open and in good standing at the time of crediting in order for your Cash back earnings to be posted. If your account is closed or not in good standing your Cash back Rewards will be forfeited. The credit union reserves the right to change and/or terminate the Cash Back Rewards at any time. If any error occurs, we reserve the right to correct the

error accordingly and in a timely manner. You are responsible for the determination of any tax liability. Use of your card, after receiving these rules signifies your agreement to these rules.

**CREDIT LINE:** Your Credit Line is listed on the documents accompanying your Card. Your Credit Line may be changed from time to time and your latest Credit Line will be listed on your monthly billing statement. Any portion of your balance which is over the Credit Line will be billed in full on your next monthly statement, in addition to your regular minimum payment due.

**STATEMENTS AND PAYMENTS:** If you have a balance on your Account we will send you a monthly statement that will show separately your Purchases/Debits Account, your Cash Advance Account, Finance Charges to your Account and the minimum payment due and the date the payment is due. You can pay all of your outstanding balance on your card at any time, but you must make at least a minimum payment of 3% (5% for a Secured Visa) of your Card balance or \$10.00 (whichever is greater) plus any amount in excess of your Credit Line, within 25 days from the date of each monthly statement. All payments received on your Account are applied to the unpaid balances in the following order: first, to the previously billed Finance Charges on Cash Advances, next to the previously billed Finance Charges on Retail Purchases, next to Cash Advance Fees, next to Retail Purchase Fees, next to Minimum Payment Due on Cash Advances, next to Minimum Payment Due on Retail Purchases, next to Previous Balance on Cash Advances, next to Previous Balance on Retail Purchases, next to Current Balance on Cash Advances and lastly, to Current Balances on Retail Purchases. You will be entitled to a credit for a payment on the date we receive it, if, payment is received before 5:00 p.m. on such date at Members Trust FCU, PO Box 570, Mason, OH 45040.

**FINANCE CHARGES ON PURCHASED/DEBITS:** Average Daily Balance- To avoid incurring additional Finance Charge on the balance of Purchases/Debits reflected on your statement and on any new Purchase/Debit appearing on your next statement, you must pay the New Balance shown on your 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 Purchases, which is determined by dividing the sum of the daily balances during the billing cycle, by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance of Purchases, any new Purchases posted to your account and subtracting any payments as received as credits and posted to your account, but excluding any unpaid Finance Charges. Subject to the above, the grace period for the New Balance of Purchases extends to the Payment Due Date, which is 25 days.

**FINANCE CHARGES ON CASH ADVANCES:** You will pay a Finance Charge on Cash Advances from the day the advance is made until your payment is credited and the advance is paid in full computed as follows: Average Daily Balance-The Finance Charge on Cash Advances begins to accrue on the date you obtain the Cash Advance or the first day of the billing cycle in which it is posted to your account, whichever is later. The Finance Charges for a billing cycle are computed by applying the monthly Periodic Rate to the average daily balance during the billing cycle, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance (the outstanding balance of your account at the beginning of the billing cycle) any New Cash Advances received, and subtracting any payments as received or credits as posted to your account, but excluding any unpaid Finance Charges.

**CHANGES IN INTEREST RATE AND APR:** The initial monthly periodic rate at which **FINANCE CHARGES** are calculated on your account and the corresponding **ANNUAL PERCENTAGE RATE** are listed on the mailer sent with your terms and conditions and on each monthly statement. At any time we may change the monthly periodic interest rates and the corresponding Annual Percentage Rates applied to your Purchases/Debits Account and Cash Advance Account. Such changes will be based on our review of current economic and business conditions. Any changes will apply to new Purchases/Debits and Cash Advances and to the outstanding balance of your Account. We will notify you of any changes as is required by applicable law.

**FOREIGN TRANSACTIONS:** Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by Visa. The rate Visa uses for a particular transaction is the rate Visa selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account.

A fee of 1 percent will be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded.

**DEFAULT:** You will be in default and we can demand immediate payment of the full balance due on your Account if you don't pay an installment on time, die, file for bankruptcy, become insolvent, exceed your Credit Limit without our permission or have given us false or incomplete information when you applied for your Card. In the event of suit to collect unpaid balances, all costs, including attorney's fees of 10% of the balance due, or such greater amount as may be reasonable and just, and also those costs, expenses and attorney's fees incurred in appellate, bankruptcy and post-judgment proceedings, shall be imposed, except to the extent such costs, fees or expenses are prohibited by law. If it becomes necessary for us to pick up your Card, a \$75.00 charge will be added to your Card.

**NEGATIVE CREDIT REPORTS:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**BILLING ERRORS:** Please see the notice on the other side of these Terms and Conditions in case of errors or questions about your monthly statement.

**LOST OR STOLEN CARDS:** If your Card is lost or stolen or if you are afraid someone may use it without your permission, you must notify us at once. You may not use the Card or any other Cards in your possession with the same card number after you have notified us, even if you get the Card back.

You may be liable for the unauthorized use of the Card or Related Cards as provided in this paragraph. You will not be liable for any unauthorized use that occurs after Issuer is notified, orally at:

Telephone Number 800-528-2273 (Toll Free)

If you have a consumer account or a business account for which less than 10 cards have been issued, Cardholder's liability for unauthorized use of a card will be \$0.00.

**CANCELLATION:** You may cancel your Account at any time by notifying us in writing and returning the Card cut in half. We may cancel or suspend your Credit at any time without prior notice or reissue you a different one at any time. It we ask, you will destroy the Card by cutting it in half and will give it to our agent, or us or mail it to us. If the Card is cancelled or suspended, you will pay us the amount you owe us as required by these Terms and Conditions.

**LIABILITY:** Each of the applicants for the Card will be liable individually and together for all Purchases/ Debits and Cash Advance made with the Card that are made by them or with the authorization of any applicant.

**IRREGULAR PAYMENTS:** We can accept late payments or partial payments, or checks and money orders marked with "Payment in Full" or similar language, without losing any of our rights under this agreement.

**WAIVER:** We won't be considered to have waived our rights under this agreement if we delay in enforcing them.

**AMENDMENT:** Subject to applicable state and federal laws and regulations and with such prior notice, if any, as may be required by laws and regulations, we may change any Terms and Conditions at any time and such changes at our option, will apply to new Purchases/Debits and Cash Advances and to the outstanding balances of the Account.

**LAW:** Your account and these Terms and Conditions will be governed by the laws of the State of Ohio and applicable federal laws.

**SECURITY INTEREST:** To secure the payment of your Account, you grant us a security interest in shares and deposits held by you with us, whether held by you alone or jointly, or in trust. In addition, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the use of this account. No lien nor right to take security interest shall apply to any share or deposits which may be held pursuant to any Individual Retirement Account or Self-employed plan qualifying as such under the Internal Revenue Code. If you default, we shall have the right to recover any of the goods, which have not been paid for through the application of your payments, as well as apply any and all amounts in said share accounts and deposits to the payment of your obligation to us. It is specifically agreed that any other security interest in any other property already granted by you, or that you may grant in the future, will also secure this account.

**SECURITY INTEREST SECURED VISA:** In addition to the above Security Interest provisions the following applies. To secure the payment of your Secured Visa Account you grant us a security interest in your Share Account set up for this purpose. We will maintain our lien on this account until 60 days after the account is closed and the card is surrendered.

**You agree that we,** our agents or service companies may monitor and/or record any telephone communications with Cardholder.

**Privacy Policy:** We collect nonpublic information about you from some or all of the following sources: 1) Information we receive from you on applications or other forms; 2) Information about your transactions with us, our affiliates, or others; and 3) Information we receive from a consumer reporting agency. Information we Disclose: We do not disclose any nonpublic personal information about our members and former members to affiliates or non-affiliated third parties except as permitted by law. Our Security Measures: We restrict access to nonpublic information about you to those employees who need to know information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with Federal regulations to guard your nonpublic personal information.

### **WHAT TO DO IF THERE IS AN ERROR ON YOUR STATEMENT NOTICE OF YOUR BILLING RIGHTS – KEEP THIS NOTICE**

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

**Notify Us in Case of Errors or Questions About your Statement.** If you think your bill is wrong or if you need more information about a transaction on your statement, write us (on a separate sheet of paper) at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not reserve your rights.

In your letter, give us the following information:

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

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

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

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including **FINANCE CHARGES**, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any **FINANCE CHARGES** related to any questioned amount. If we did not make a mistake, you may have to pay **FINANCE CHARGES**, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell anyone we reported you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect on the first fifty dollars (\$50.00) of the questioned amount, even if your statement was correct.

### **Special Rule for Credit Card Purchases**

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)

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# VISA

# TERMS AND

# CONDITIONS

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4000 Luxottica Place  
Mason, OH 45040

(513) 765-6075 800-769-8934

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