

**LANGLEY FEDERAL CREDIT UNION
CREDIT CARD AGREEMENT
TERMS AND CONDITIONS**

SHARE-SECURED: MASTERCARD, GOLD MASTERCARD, VISA, PLATINUM VISA & STARTER PLATINUM VISA

	FINANCE CHARGE FOR LIMITS	MONTHLY PERIODIC RATE	ANNUAL PERCENTAGE RATES	FINANCE CHARGE CALCULATION METHOD
CREDIT PURCHASES	ALL	.8333%	10.00%	G
CASH ADVANCES	ALL	.8333%	10.00%	F

GOLD MASTERCARD, PLATINUM VISA & STARTER PLATINUM VISA

	FINANCE CHARGE FOR LIMITS	MONTHLY PERIODIC RATE	ANNUAL PERCENTAGE RATES	FINANCE CHARGE CALCULATION METHOD
CREDIT PURCHASES	ALL	.916%	10.99%	G
CASH ADVANCES	ALL	.916%	10.99%	F

MASTERCARD AND VISA

	FINANCE CHARGE FOR LIMITS	MONTHLY PERIODIC RATE	ANNUAL PERCENTAGE RATES	FINANCE CHARGE CALCULATION METHOD
CREDIT PURCHASES	ALL	1.208%	14.50%	G
CASH ADVANCES	ALL	1.208%	14.50%	F

REPORT LOST OR STOLEN CARD IMMEDIATELY: 1-800-449-7728

TERMS AND CONDITIONS/CHANGES TO AGREEMENT. Please refer to the Terms and Conditions beginning on Page 2 governing the use of this account. We may change this Agreement at any time, whether by adding new terms and conditions, or deleting or amending existing ones. The changes will apply to existing and future balances, unless our notice states otherwise. If required by law, we will send notices of the change at least 45 days before it becomes effective. We will provide Cardholders an opportunity to reject certain changes. When we do, we may require the Account to be closed if you reject the change.

CREDIT TERMS. The Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified at the top of this disclosure and explained below:

Method F - The **Finance Charge** on Cash Advances begins to accrue on the date you obtain the Cash Advance. To avoid incurring an additional **Finance Charge** on the balance of Cash Advances (and Credit Purchases, if this Method F is specified as applicable to Credit Purchases) reflected on your statement, you must pay the New Balance shown on the statement on or before the Payment Due Date (which is a 25 day Grace Period). The **Finance Charges** for a billing cycle are computed by applying the monthly Periodic Rate to the average daily balance of Cash Advances (and, if applicable, Credit 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 of Cash Advances (and, if applicable, Credit Purchases) is determined by adding to the Previous Balance of Cash Advances (and, if applicable, Credit Purchases), any new Cash Advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later (and, if applicable, any new Credit Purchases as posted), and subtracting any payments as received and credits as posted to your account, but excluding any unpaid **Finance Charges**.

Method G - The **Finance Charge** on Cash Advances begins to accrue on the date you obtain the Cash Advance. To avoid incurring an additional **Finance Charge** on the balance of Credit Purchases (and Cash Advances, if this Method G is specified as applicable to Cash Advances) reflected on your statement and on any new Credit Purchases (and, if applicable, Cash Advances) appearing on your next statement, you must pay the New Balance shown on your statement on or before the Payment Due Date (which is a 25 day Grace Period). The **Finance Charges** for a billing cycle are computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases (and, if applicable, Cash Advances), 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 Credit Purchases (and, if applicable, Cash Advances) any new Credit Purchases posted to your account (and, if applicable, any new Cash Advances as of the transaction date or the first day of the billing cycle in which posted whichever is later) and subtracting any payments as received and credits as posted to your account, but excluding any unpaid **Finance Charges**.

PAYMENT CREDITING, CREDIT BALANCES. Unless otherwise required by specifically applicable laws, for payments received by mail by 5:00 PM EST, you will receive credit that day; and for payments made in any other manner, including in person, your account will be credited the business day payment is received. If there is a credit balance due you, you may request in writing a full refund of this credit balance at the address indicated on the front of your statement after the phrase "Send Inquiries To".

CLOSING DATE. All transactions received after the closing date will appear on your next statement.

LATE CHARGES. You agree to pay \$20.00, or the lesser of the minimum payment on any payment 15 calendar days past due.

OTHER CHARGES. The following charges, to the extent applicable under Virginia law, will be charged to your account as other extensions of credit:

- (1) Returned Payment Fee - If you make payment on your Credit Card account and the payment is returned to us because of insufficient funds, a closed account, a stop payment, or for any other reason, we will charge you a returned payment fee of \$25.00 for processing and handling.
- (2) Reissue Lost or Stolen Card Fee - \$5.00; Second occurrence within 12 months \$25.00
- (3) Unreturned Card(s) Fee - A \$25.00 fee will be charged for card(s) not surrendered at our request for over-limit, delinquency, or for any other reason.

MINIMUM PAYMENT. The minimum periodic payment required is the total New Balance as shown on your monthly billing statement if the amount is under \$25.00. If the New Balance exceeds \$25.00 the minimum periodic payment is 2.50% of that portion of the New Balance which does not exceed your credit limit, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, or \$25.00, whichever is greater.

SECURITY INTEREST

You grant us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future to secure your credit card account. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. Shares and deposits in an Individual Retirement Account, and any other account that would lose special tax treatment under state or federal law if given us as security, are not subject to the security interest you have given in your shares and deposits.

TERMS AND CONDITIONS

The person ("Cardholder") whose name is embossed on the face of the MasterCard, Gold MasterCard, Visa, Visa Platinum, Starter Platinum card ("Card") enclosed herewith, and each Cardholder, in the event more than one Card is enclosed herewith bearing the same account number, by signing or using said Card, receipt of which is acknowledged, agrees with the issue of the Card whose name is printed on the reverse ("Issuer") as follows:

1. Goods and services ("Credit Purchases") may be purchased or leased by means of such card by Cardholder from any retail business establishment ("Seller") who honors same upon the execution of sales slip evidencing such Credit Purchase and bearing the account number of Cardholder embossed on the face of such Card. Additionally, MasterCard/VISA Cash Advances ("Loans") may be obtained through use of such card (a) upon execution of a written request of Cardholder in a form furnished to him from any bank that is a member, alone or in association with others, of MasterCard/VISA International Inc., and (b) upon execution of a written separate agreement Issuer for a MasterCard/VISA overdraft financing agreement, if offered by Issuer.
2. Cardholder shall be liable and agrees to pay Issuer for Credit Purchases made by, or for Loans extended to, Cardholder or anyone else using such Card unless the use of such Card is by a person other than the Cardholder (a) who does not have actual, implied or apparent authority for such use, and (b) from which Cardholder receives no benefit. Additionally, Cardholder shall be jointly and severally liable and agrees to pay for all Credit Purchases and Loans obtained through the use of any other Card bearing Cardholder's account number that has been issued to another person by reason of such person being a member of Cardholder's family, or otherwise issued upon Cardholder's request (all such Cards bearing the same MasterCard/VISA account number hereinafter collectively called "Related Cards").
3. Cardholder agrees to pay to Issuer an annual membership fee (as stated in the Disclosures) for participation in Issuer's credit card plan. Such annual membership fee shall be imposed whether or not Cardholder uses the card to obtain credit purchases and loans. The membership fee shall be charged to Cardholder's account each year in the amount of Issuer's choice. The membership fee is not refundable in the event of termination of the account by either Cardholder or Issuer.
4. Each Card is the property of Issuer, is not transferable and must be surrendered upon demand. It can be cancelled as well as repossessed by Issuer or its designee, and the privileges thereof revoked, at any time without prior notice.
5. Cardholder shall not use Card or permit the use of Related Cards to obtain Credit Purchases or Loans which will increase Cardholder's MasterCard/VISA indebtedness to Issuer to an amount in excess of the limit established by Issuer.
6. All Credit Purchases and Loans are effected at the option of the Seller and Cash Advancing bank, respectively, and Issuer shall not be responsible for refusal by any Seller or Cash Advancing Bank to honor the Card or any Related Card. Any refund, adjustment or credit allowed by Seller shall not be by cash but rather by a credit advice to Issuer which shall be shown as a credit on Cardholder's account statement with Issuer.
7. Issuer will send to Cardholder, at monthly intervals determined by Issuer, a statement reflecting for the prior monthly period all MasterCard/VISA Card and Related Card transactions. Such statement shall be deemed correct and accepted by Cardholder and all holders of Related Cards; unless Issuer is notified to the contrary in writing within 60 days of mailing of such statement. Cardholder will pay such statement by remitting to Issuer within 25 days of the closing date reflected on the statement either the full amount billed or, at Cardholder's option, an installment equal to at least the required minimum payment stated in the enclosed disclosure.

8. Interest on Loans and Credit Purchases will be charged in accordance with the finance charge calculation method referred to in the Disclosures. The rate of interest shall be established by Issuer from time to time, but shall never exceed the maximum rate permitted by law. The current interest rate per annum is the Annual Percentage Rate set forth in the Disclosures.
9. If the Card is cancelled or surrender is demanded by Issuer, or if Cardholder defaults in any payment due, or is deceased, bankrupt or insolvent, or any attachment or garnishment proceedings are initiated against Cardholder or his property, Issuer may elect to declare all amounts then owed to Issuer to be immediately due and payable without notice or demand of any kind. If Cardholder has other loans from Issuer, or takes out other loans with Issuer in the future, collateral securing those loans will also secure the Cardholder's obligations under this agreement. However, unless the Cardholder expressly agrees otherwise, the Cardholder's primary or secondary dwelling will not secure Cardholder's obligations under this agreement even if Issuer has or later acquires a mortgage on the dwelling. Cardholder agrees to pay all costs incurred by Issuer in collecting Cardholder's indebtedness or in enforcing this agreement, including attorney's fees of 20% of the unpaid balance 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.
10. This agreement may be amended from time to time by Issuer by written notice mailed to Cardholder at Cardholder's last known address.
11. Except to the extent that Federal law is applicable, the validity, construction and enforcement of this agreement and all matters arising out of the issuance and use of the Card shall be governed by the laws of the state in which the principal office of Issuer is located.
12. Additional charges, plus applicable taxes, may also 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 replacement card or use your card for a transaction at an automated teller machine, if such charges are not prohibited by law or regulation. All such charges shall be treated as Credit Purchases for purposes of calculating Finance Charges unless prohibited by law or regulation.
13. Cardholder may be liable for any unauthorized use of the Card or Related Cards as provided in this paragraph. The Cardholder will not be liable for any unauthorized use that occurs after Issuer is notified, orally or in writing at:

Customer Service Telephone Number
P.O. Box 31112 1 (800) 449-7728
Tampa, Florida 33631-3112

If Cardholder has a consumer account or a business account for which less than 10 cards have been issued, and if Cardholder exercises reasonable care in safeguarding said card from risk of loss or theft, Cardholder has not reported two or more incidents of unauthorized use in the last 12 months, and if Cardholder's account is in good standing, Cardholder will not be liable for any unauthorized purchase made with said card. If Cardholder doesn't meet these conditions or if the unauthorized use was at an ATM, Cardholder's liability will not exceed \$50. If 10 or more cards are issued for use by employees of a single business or other organization, there is no limit to Cardholder's liability for any unauthorized use that occurs before Cardholder notifies Issuer as provided herein; the business or organization may only impose liability on its employees for unauthorized use of a card as authorized by federal law and regulation.

14. **Illegal Use of VISA Card:** Cardholder may use the Card for any transaction permitted by law. Cardholder agrees that illegal use of the Card, e.g., illegal Internet gambling, will be an action of default and/or breach under the agreement with the Issuer. If illegal use of the Card occurs, the Issuer may, in its sole discretion, terminate use of the Card and any related service. If Cardholder or anyone with the Cardholder's authorization (actual or implied) directly or indirectly uses the Card for an illegal purpose, Cardholder will waive any Cardholder's claims against the Issuer arising out of or related to such use and indemnify the Issuer and hold it harmless from any lawsuits or other legal action or liability, directly, or indirectly, resulting from illegal use.
15. **MasterCard Currency Exchange:** If Cardholder effects a transaction with said MasterCard in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge to a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transactions processed, plus 1%. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
16. **VISA - Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars.** The conversion rate to dollars will be determined in accordance with the operating regulations established by VISA international. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by one percentage point. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
17. **Visa/MasterCard International Service Assessment Fee:** The exchange rate for international transactions will be a rate selected by Visa/MasterCard from the range of rates available in wholesale currency markets, which may vary from the rate Visa/MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date, plus 1%.
18. Cardholder agrees that Issuer, its agents or service companies may monitor and/or record any telephone communications with Cardholder.

YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE

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

If you think there is an error on your statement, write to us at:
Langley Federal Credit Union, Credit Card Department
P.O. Box 7463, Hampton, VA 23666

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:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

Langley Federal Credit Union, Credit Card Department
P.O. Box 7463, Hampton, VA 23666

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.