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**VISA® Platinum Credit Card Agreement and Disclosure**

<b>Interest Rates and Interest Charges</b>	
<b>ANNUAL PERCENTAGE RATE</b> for Purchases	When you open your account, based on your creditworthiness.
<b>ANNUAL PERCENTAGE RATE</b> for Balance Transfers	When you open your account, based on your creditworthiness.
<b>ANNUAL PERCENTAGE RATE</b> for Cash Advances	When you open your account, based on your creditworthiness.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than <b>\$0.50</b> . The minimum interest charge will be charged on any dollar amount.
<b>How To Avoid Paying Interest on Payments</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 your entire balance by the due date each month.
<b>For Credit Card Tips From The Consumer Financial Protection Bureau</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>	
<b>Transaction Fees</b>	
• Balance Transfer Fee	<b>None</b>
• Cash Advance Fee	<b>None</b>
• Foreign Transaction Fee	<b>None</b>
• Transaction Fee for Purchases	<b>None</b>
<b>Penalty Fees</b>	
<b>Late Payment</b>	<b>\$25.00</b>
<b>Returned Payment</b>	<b>\$25.00</b>

**Loss of Introductory APR.** We may end your Introductory APR if you fail to pay the minimum required payment by the payment due date shown on your statement. With the loss of you Introductory APR, your APR will be a rate of 17.90%.

**Effective Date.** The information about the costs of the card described in this application is accurate as of January 1, 2011. This information may have changed after that date. To find out what may have changed, contact the Credit Union.

**OTHER DISCLOSURES**

Late Payment Fee \$25.00 If you are five (5) or more days late.  
 Document Copy Fee \$ 2.50  
 Rush Fee \$50.00  
 Card Replacement Fee \$ 5.00

**VISA.** In this Agreement the words “You” and “Your” means the member or members to whom a Card or Cards are issued, or who have agreed to pay the obligations arising from the use of a Card issued to another person. The words “We” “Us” and “Our” mean CGR Credit Union. Card means any VISA card(s) subject to this Agreement issued to you by us, or other single credit device being used from time to time upon presentation to obtain money, property, labor or services on credit. “Card” is implied when you obtain credit by using your account number without using the Card.

**TERMS AND CONDITIONS.** Your VISA Card may not be used for any illegal transaction. Such use may subject you to criminal penalties, and will result in your VISA account privileges being terminated. NO CHARGES OR DEBITS INCURRED FOR GAMBLING TRANSACTIONS WILL BE KNOWINGLY HONORED BY THE CREDIT UNION and it shall be our policy to attempt to block all such transactions.

**Purchases and Cash Advances.** You can use the Card for Purchases and Cash Advances. You will owe us for these amounts plus interest and other charges, if any, all payable in United States Dollars.

**Conditions under which we may retain or acquire any security interest in any property to secure payment of credit extended under the account.**

**(1) Secured VISA Card.** If your Card account is secured, as a condition of approval for your account you grant us a specific pledge in your Credit Union shares (deposits) and checking account(s) except in those accounts that would have adverse tax consequences if pledged as security. You agree that your pledged amount equals your credit limit and such amounts are pledged as security for your account. We may, but do not have to allow you to withdraw a portion of your shares without affecting our security interest.

- (2) Your Card account is secured by the statutory lien on shares granted by the Federal Credit Union Act. Further, **you pledge and grant a security interest in all individual and joint accounts you have with us now and in the future to secure your Card account. You authorize us to apply the balance in these account(s) to pay any amounts due under this Agreement if you should default.**
- (3) You grant us a purchase money security interest in any goods you purchase through the account. Property securing other loans with us now and in the future may also secure this account, except that you do not convey to us any security interest in your dwelling by incurring debts or credit under this Agreement.

**Monthly Statement.** If you have an outstanding debit or credit balance in excess of \$1.00 or if there is any interest imposed during a billing cycle we will send you a statement. You must pay us (or if we elect, to any party to whom we transfer and assign your account) according to the terms and conditions of the account.

**Conditions under which you will be charged Interest.**

- (1) **Purchases.** Interest will accrue from the date posted on transactions for purchases posted during a billing cycle when there is a previous balance and it is not paid in full within the first 25 days of the billing cycle. Interest that will accrue from the first day of the next billing cycle will also be imposed on purchases included in the new balance when the entire new balance is not paid in full within 25 days after the closing date.
- (2) **Cash Advances and Balance Transfers.** Interest is computed on a periodic rate basis will be imposed on cash advances from the date posted to the account to the date paid. Interest accrued on cash advances between the closing date of the billing cycle and the date your account is credited will appear on your next statement. There is no time period to avoid paying interest.
- (3) If your account is subject to interest charges, then the more that you pay and the sooner you pay, the less your interest charges will be.

**The Method of determining the balance upon which interest will be charged.**

- (1) We calculate the interest on cash advances by applying a periodic rate to the "Average Daily Balance" of cash advances on your account (including current transactions for cash advances). To determine the "Average Daily Balance" of cash advances we begin with the previous day's ending principal cash advance balance (fees not included). To this balance for each day in the billing period, we add new cash advances, new balance transfers, other debit transactions; then subtract any principal payments or credits. The sum of the ending daily balances for the billing period is then divided by the number of days in the billing period. The result is the "Average Daily Balance" of cash advances.
- (2) We calculate the interest on purchases by applying a periodic rate to the "Average Daily Balance" of purchases on your account (including current transactions for purchases). To determine the "Average Daily Balance" of purchases we begin with the previous day's ending principal purchase balance (fees not included). To this balance, for each day in the billing period we add new purchases and other debit transactions; then subtract any principal payments or credits. The sum of the ending daily balances for the billing period is then divided by the number of days in the billing period. The result is the "Average Daily Balance" of purchases. If the entire previous balance is paid in full within the first 25 days of the billing period, the "Average Daily Balance" of purchases will be considered \$0.

**The amount of Interest imposed during a billing cycle will be determined by.**

- (1) Multiplying the "Average Daily Balance" of Cash Advances by the monthly periodic rate for Cash Advances; the corresponding Annual Percentage Rate is determined by multiplying the monthly periodic rate by 12.
- (2) Multiplying the "Average Daily Balance" of Purchases by the monthly periodic rate for Purchases; the corresponding Annual Percentage Rate is determined by multiplying the monthly periodic rate by 12.
- (3) Adding the result of item (1) and (2).
- (4) **Annual Percentage Rates (APR)** and corresponding Monthly Periodic Rates used to calculate interest are:

**Conditions under which any Other Charges may be imposed.**

- (1) **Late Payment.** If payment is not received five (5) or more days after the due date, the fee of \$25.00 will be assessed on the current statement when it is cycled.
- (2) **Returned Check Fee.** We may impose a charge of \$25.00 if any check in payment of your account is returned unpaid for any reason.
- (3) **Rush Fee.** We may impose a charge of \$40.00.
- (4) **Card Replacement Fee.** We may impose a charge of \$5.00 to issue you a replacement Card regardless of the reason for replacement.
- (5) **Document Copy Fee.** If your account is subject to a Document Copy Fee, except as limited by applicable law, a fee may be charged to your account for each copy of a sales draft or statement that you request (except when the request is made in connection with a billing error made by the Credit Union).

**Minimum Periodic Payment Required.** Each month you must pay at least the minimum payment shown on your statement by the due date specified on the statement. You may pay more frequently, pay more than the minimum payment or pay the total new balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your account has a balance (other than a credit balance). The minimum payment is 2.50% of your total new balance, or \$20.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. In addition to the minimum payment, you must also pay, by the date specified above, the amount of any prior minimum payment(s) that you have not made, all outstanding unpaid fees and charges, and any amount you are over the credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

**Application of Payments.** 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, 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.

**Card Use by Others.** If you authorize another person to use a Card or obtain credit on your account and entrust a Card to him or her for that purpose, you agree that such authorization shall continue in effect for as long as that person has the Card; that you will be liable for all charges to the account arising from use of the Card by such person during that time; and that no revocation of such authorization by you will be effective or binding on us until you recover possession of the Card and/or account for same to our satisfaction. Misuse of a Card by an authorized User will not be considered to be "unauthorized use" under the terms of this Agreement.

**Individual Liability.** You will be liable for all credit obtained under the account, whether by you or by a User of the account. If there is more than one person to whom a Card has been issued, then each will be liable, jointly and severally, for all credit obtained under such account as well as for all interest and other charges provided for in this Agreement.

**Liability For Unauthorized Use.** You are not liable for unauthorized transactions. You must notify us immediately if your Card or access device is lost or stolen or upon discovery of a transaction which is a result of a fraudulent activity such as the unauthorized use of your Card. You agree to notify us immediately, orally or in writing at P.O. Box 13107, Macon GA 31213-3107 or telephone 800-325-3678 seven (7) days a week, 24 hours a day of the loss or theft or the unauthorized use of the account or Card. We reserve the right to impose liability on you if we determine that you were negligent in the handling of your account or Card.

**Credit Line.** You will not use the account to obtain credit in excess of the credit line available to you. However, if we agree in writing to temporarily allow you to exceed your Credit Line, you agree to repay the excess amount according to the terms of this Agreement. We can increase or decrease your Credit Line at our discretion.

**Termination.** Either you or we may terminate or suspend your credit privileges under this Agreement at any time. The provisions of this Agreement shall otherwise remain in full force and effect until you pay all sums due us.

**Honoring of the Card.** We will not be responsible for the failure or refusal of anyone to honor the Card or any other device we supply to you.

**Refunds.** If a seller agrees to give you a refund or adjustment, you will accept a credit slip for your account in lieu of a cash refund.

**Change of Address.** You will advise us promptly if you change your mailing address. We can accept corrections received from the U.S. Postal Service. All written notices and statements by us to you will be sent to your address as it appears on our records.

**Credit Reports.** You authorize us to make or have made any credit, or employment history, and investigate inquiries as we deem appropriate for the extension of credit or collection of amounts owing on the account. We can furnish information concerning your account or credit file to consumer reporting agencies and others who may properly receive that information.

**Irregular Payments.** We can accept late payments or partial payments or checks or money orders marked "payment in full", or similar words, without losing any of our rights under this Agreement. Payments may not be made by a postdated check. If we receive payment by postdated check, we may clear the check and we shall have no liability if the check is posted to the deposit account prior to the date which appears on the check.

**Default.** You will be in default on this Agreement if you do not make at least a minimum payment on or before the payment due date; you try to exceed or do exceed your credit limit without our permission; you become subject to bankruptcy or insolvency proceedings; attachment or garnishment proceeding are instituted against you or your property, or we reasonably deem ourselves insecure; you provide us with false information or signature; you die or fail to comply with any provision of this Agreement. Acceptance of a payment or late payment charge after a payment does not waive the default. Default on any account or other obligation that you have with us shall constitute default on all accounts with us. If you are in default, we may at our option, declare the entire balance due immediately without notice or demand. You must pay all costs of collection, court costs and reasonable attorneys' fees to the extent allowed by applicable laws.

**Delay in Enforcement.** We can delay enforcing our rights under this Agreement without losing them.

**Amendments to Your Account.** Upon notice to you as required by law, the terms and conditions in this Agreement may be amended by us at any time, which amendment shall govern any transactions occurring prior to the effective date of the amendment, as to which there is an unpaid balance owing to us on the effective date of the amendment, and the amendment shall also govern any transaction occurring after such effective date. Upon notice of amendment, you will have the right to surrender your Card, whereupon you may continue to pay off your account in the same manner and under the same terms and conditions as then in effect. Your failure to surrender the Card prior to the effective date of the amendment shall constitute a consent to the amendment.

**Foreign Transactions:** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The exchange rate for transactions in a foreign currency 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 either case, plus 1% of the amount of the foreign currency purchase or cash advance after its conversion into U.S. dollars. The exchange rate in effect on the central processing date may differ from the rate in effect on either the transaction date or the posting date. The exchange rate is subject to change by VISA. These foreign transaction fees are finance charges. These fees will be added to your Account balance as a purchase.

**Foreign Transaction Currency Exchange Rate.** The exchange rate for transactions in a foreign currency will be a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable processing date, which may vary from the rate applicable central processing date plus the 1% International Transaction Fee.

**Guarantor.** Any person signing and agreeing to be obligated for repayment of obligations under this Agreement who is not a member of the Credit Union obligates himself a guarantor of payment only.

**Severability.** If any provision of this Agreement is held invalid, all valid provisions that are severable from the invalid provision remain in effect.

**Governing Law.** This Agreement shall be governed by the laws of the District of Columbia except to the extent where federal law is applicable.

**Copy Received.** Your acceptance and use of the Card is your acknowledgment of receipt of a copy of this Agreement.

#### **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 you statement, write us at:

CGR CREDIT UNION  
2040 Ingleside Ave.  
Macon, GA 31204-2028

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 why we believe the bill was correct. While we investigate whether or not there has been 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 mile 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. Purchase 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:

CGR CREDIT UNION  
2040 Ingleside Ave.  
Macon, GA 31204-2028

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.