



# **TUMCU Disclosure Packet**

[www.tumcu.org](http://www.tumcu.org) | (866) 657-0004

# Fee Schedule

## Savings Account Fees

IRA Closing	\$30 per plan
Paper Statement Fee	\$1 per statement
Excessive Withdrawals	After 6 automatic transfers from savings per month, \$5 per item.

## Checking Account Fees

Secure Checking	\$5 monthly
Stop Payment	\$30 per check
Stop Payment (consecutive range of check numbers)	\$50/range
Statement Copy	\$5 per statement
OD Protection Transfer	\$5 per occurrence

## ACH Fees

Stop Payment	\$30 per ACH item
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## VISA Card Fees

Card Replacement	\$15 each after two in any calendar year
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## Wire Transfer Fees

Outgoing Domestic	\$20
Outgoing International (plus destination charge)	\$50
Incoming Domestic / International	\$10

TUMCU reserves the right to charge for extraordinary services (i.e. faxes and copies).  
Surcharges charged by out of network financial institutions will be paid by the member.

## Other Service Fees

Insufficient Funds	\$30 per item
Return Deposited Item	\$30
Loan Extension	\$30 per occurrence
Return Mail	\$10 per statement, after second return
Close Membership under 1 year	\$25
Standard Overnight Delivery	\$35
Saturday Overnight Delivery	\$50
Cashier's Check	\$5 per check
Counter Check	\$1 per check
Levy, Lien, Garnishment	\$50
Record a Lien	\$10
Dormant Account	\$25 annually after 24 months of no activity and \$25 annually thereafter
Escheatment Fee	\$50 at 5 years of account inactivity
Gift Card Fee	\$2.50 per card

TUMCU reserves the right to charge for extraordinary services (i.e. faxes and copies).  
Surcharges charged by out of network financial institutions will be paid by the member.

# FACTS

## What does The United Methodist Credit Union (TUMCU) do with your personal information?

### Why?

All financial companies need to share member information in order to manage their everyday business. However, they do choose how they share this information and with whom. Federal law requires us to tell you how we collect, share, and protect your personal information.

### What?

The types of information we collect and share depends what products or services you use with us. This information can include:

- Social Security Number and Income
- Account balances and payment history
- Account transactions and credit card or other debt

### How?

In the section below, we list the various ways that financial companies can share personal member information, the reasons TUMCU chooses to share, and whether or not you can limit this sharing.

Reasons we share your personal information	Does TUMCU Share?	Can you limit sharing?
<b>For our everyday business purposes</b> - like processing transactions, maintaining your accounts, or reporting to credit agencies.	YES	NO
<b>For our marketing purposes</b> - to offer our products and services to you	YES	YES
<b>For joint marketing with other financial companies</b>	YES	YES
<b>For our affiliates' everyday business purposes</b> - information about transactions and experiences	N/A	N/A
<b>For our affiliates' everyday business purposes</b> - information about your credit worthiness	N/A	N/A
<b>For our affiliates to market to you</b>	N/A	N/A
<b>For non-affiliates to market to you</b>	YES	YES

### To limit our sharing

Call us at (804) 672-0200 and we will assist you.

#### Please Note:

If you are a new member, we can begin sharing your information 30 days from the date we provide you this notice. When you are no longer our member, we can continue to share your information as described in this notice. You can contact us at any time to limit our sharing.

### Questions?

Call us at (804) 672-0200 or visit our website at [www.tumcu.org](http://www.tumcu.org).

## Who we are

**Who is providing this notice?**

The United Methodist Credit Union (TUMCU)

## What we do

**How does TUMCU protect my personal information?**

To protect your personal information from unauthorized access, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does TUMCU collect my personal information?**

We collect your personal information, for example, when you open an account, apply for a loan, make a payment, or utilize your government-issued identification.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only:

- Sharing information with affiliates about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit information sharing

**What happens when I limit sharing for an account I hold jointly with someone else?**

Sharing is limited to a member number only. The joint account holder's choice will apply to everyone on the account.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial or non-financial companies. TUMCU has no affiliates as of this revision date.

**Non-Affiliates**

Companies used by TUMCU but NOT related by common ownership or control. They can be financial or non-financial companies. Non-affiliates we can share with can include insurance companies, service providers, co-branded partners, data processors, and advertisers.

**Joint Marketing**

A formal agreement between non-affiliated financial companies that together market financial products or services to you. Our joint marketing partners may include other companies such as insurance companies, investment firms, or other financial service providers.

# Membership And Account Agreement

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union). In this Agreement, the words “you,” “your,” and “yours” mean anyone who signs an Account Card, Account Change Card, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union’s online application and authentication process. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one (1) or more share or other accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union’s online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union’s bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts.

**1. Membership Eligibility** ~ To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) (“membership share”) as set forth in the Credit Union’s bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

**2. Individual Accounts** ~ An individual account is an account owned by one (1) member (individual, corporation, partnership, trust, or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner’s estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of an owner’s death, and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights.

**3. Joint Accounts** ~ A joint account is an account owned by two (2) or more persons.

**a. Rights of Survivorship.** For a joint account, the existence or nonexistence of rights of survivorship shall be established by designation on the Account Card or documented through the Credit Union’s online application and authentication process. If the Account Card designation is “Joint Account With Survivorship,” then, on the death of an owner of the account, the deceased owner’s interest in the account passes to the surviving owner(s) of the account. If the designation is “Joint Account No Survivorship,” then, on the death of an owner of the account, the deceased owner’s interest in the account passes as a part of that owner’s estate under the deceased owner’s will, trust, or by intestacy. If no designation is made on the Account Card or documented through the Credit Union’s online application and authentication process or if the designation is unclear, a joint owner’s account includes rights of survivorship. A surviving owner’s interest is subject to the Credit Union’s statutory lien for the deceased owner’s obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

**b. Control of Joint Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s).

We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

c. **Joint Account Owner Liability.** If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

4. **Pod/Trust Account Designations** - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Accounts payable to more than one (1) surviving beneficiary/payee are owned jointly by such beneficiaries/payees with rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

5. **Accounts For Minors** - We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

6. **Uniform Transfers To Minor Account** - A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals.

## 7. **POWER OF ATTORNEY AND AGENCY DESIGNATION ON AN ACCOUNT** -

a. **Power of Attorney.** We have the right to review and approve any form of power of attorney and to require subsequent evidence as to the current effectiveness of any power of attorney, including but not limited to periodic affidavits of any attorney-in-fact.

b. **Agency Designation.** An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

**8. DEPOSIT OF FUNDS REQUIREMENTS** ~ Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

**a. Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one (1) or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

**b. Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

**c. Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include “two signatures required,” “void after 60 days,” and “not valid over \$500.00.” We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

**d. Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

**e. Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

**f. Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on holidays or days other than our business days will be credited to your account on the next business day.



## 9. ACCOUNT ACCESS

a. **Authorized Signature.** Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.

b. **Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We reserve the right to restrict account withdrawals or transfers from your account, provided that we shall not be liable for any damages arising from any action we take regarding either (i) withdrawals or transfers; or (ii) payments or nonpayments of a check or draft, except for those damages which may arise solely as a result of the Credit Union's negligence. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

c. **Credit Union Examination.** We may disregard any information on any check or draft other than the signature of the drawer, the amount, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

**10. FUND TRANSFERS** - Except as amended by this Agreement, electronic fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for an electronic fund transfer by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order an electronic fund transfer to or from your account. We will debit your account for the amount of the electronic fund transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failure. We will not provide you with next day notice of ACH transfers, wire transfers, and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. If a request for a fund transfer, payment order, cancellation, or amendment is received after a cutoff time, it may be treated as having been received on the next fund transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number.

The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic fund transfer transactions. We will notify you of any such security procedures. Unless we permit you to establish a different security procedure, you agree that the security procedures contained in the Credit Union's policies, of which we have notified you, are commercially reasonable verification of payment orders and other electronic fund transfers. If we permit you to establish a different security procedure, you agree that procedure is a commercially reasonable method of verifying electronic funds transfers. If we conduct a remittance transfer(s) on your behalf acting as a remittance transfer provider, such transactions will be governed by 12 C.F.R. part 1005, subpart B-Requirements for remittance transfers. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

**11. ACCOUNT RATES AND FEES** - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

## **12. TRANSACTION LIMITATIONS**

**a. Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy. We may refuse to allow a withdrawal in some situations and will advise you accordingly if: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) to 60 days before any intended withdrawals.

**b. Transfer Limitations.** We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

**13. Certificate Accounts** - Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, and the Account Receipt for each account, the terms of which are incorporated herein by reference.

## 14. OVERDRAFTS -

a. **Payment of Overdrafts.** If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have sufficient available funds in order to pay an item. Your account may be subject to a charge for each item regardless of whether we pay or return the item.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/ checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from other another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us, or if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

b. **Order of Payments.** Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

**15. POSTDATED AND STALEDATED CHECKS OR DRAFTS -** You agree not to issue any check or draft that is payable on a future date (postdated). If you do issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

## 16. STOP PAYMENT ORDERS -

a. **Stop Payment Order Request.** Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must be in writing, dated and signed, and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft.

This exact information is necessary for the Credit Union's computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

**b. Duration of Order.** Oral stop payment orders for check or drafts will lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders for checks or drafts are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

**c. Liability.** Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**17. CREDIT UNION LIABILITY** - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

**18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON** - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.

**19. REMOTELY CREATED CHECKS OR DRAFTS** - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization.



It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

**20. PLEDGE/STATUTORY LIEN** ~ Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

**21. LEGAL PROCESS** ~ If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

**22. ACCOUNT INFORMATION** ~ Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

## **23. NOTICES** ~

a. **Name or Address Changes.** You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

b. **Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

c. **Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

d. **Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

**24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING** - Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

## **25. STATEMENTS** -

a. **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one (1) statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

b. **Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within 33 days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. **Notice to Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

**26. INACTIVE ACCOUNTS** - If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements.

If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**27. SPECIAL ACCOUNT INSTRUCTIONS** - You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card or other document which evidences a change to an account and accepted by us.

**28. TERMINATION OF ACCOUNT** - We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

**29. TERMINATION OF MEMBERSHIP** - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason consistent with the Credit Union's bylaws and as allowed by applicable law.

**30. DEATH OF ACCOUNT OWNER** - We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

**31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES** - You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

**32. SEVERABILITY** - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

**33. ENFORCEMENT** ~ You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

**34. GOVERNING LAW** ~ This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

**35. NEGATIVE INFORMATION NOTICE** ~ We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.



# Funds Availability Policy Disclosure

This Disclosure describes your ability to withdraw funds at The United Methodist Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

**1. GENERAL POLICY** — Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:30 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cutoff hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. RESERVATION OF RIGHT TO HOLD** — In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$275.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**3. HOLDS ON OTHER FUNDS** — If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited.

**4. LONGER DELAYS MAY APPLY** — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- ~ We believe a check you deposit will not be paid.
- ~ You deposit checks totaling more than \$6,725.00 on any one (1) day.
- ~ You redeposit a check that has been returned unpaid.
- ~ You have overdrawn your account repeatedly in the last six (6) months.
- ~ There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

**5. SPECIAL RULES FOR NEW ACCOUNTS** — If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**6. DEPOSITS AT NONPROPRIETARY ATMS** — Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

**7. FOREIGN CHECKS** — Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

# **Amendment To Membership & Account Agreement Regarding ACH Transactions For Business & 'Doing Business As' (D.B.A.) Accounts**

Business Account Error Resolution. In accordance with ACH Rules corporate credit or debit irregularities/discrepancies must be reported within 24 hours of posting to your account in order to reinitiate the entry into the ACH Network.

1. Account Statements and Notices. All transfers subject to this Agreement will be reflected on your periodic account statement(s). Notification of receipt of all such transfers will be provided by including such item in the periodic account statement(s) we provide to you. You may inquire whether a specific transfer has been received at any time during our normal business hours. You agree to review each statement or other notice for any discrepancies in connection with transfers. It is important to note, though, that having a business account relationship with us requires more diligent monitoring of your account than only relying upon periodic statements and notices, particularly as relates to UCC Article 4A. We strongly recommend you monitor your account more than once a day and use (name of your online service) online access or (audio response) to do so. If you think a transfer is not authorized, wrong, or if you need more information about a transfer, you must provide written notice to us upon discovery of the error and within 24 hours of the transaction occurring. Failure to do so will relieve us of any obligation to reverse the transaction, pay interest or otherwise compensate you for the amount of any unauthorized or erroneous transfer.

# Truth In Savings Account Disclosure

**1. Rate Information:** The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on a dividend rate and frequency of compounding for an annual period. For all accounts the Dividend Rate and Annual Percentage Yield may change monthly as determined by the Credit Union's Board of Directors. The Dividend Rates and Annual Percentage Yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period.

**2. Nature of Dividends:** Dividends are paid from the current income and available earnings after required transfers to reserves at the end of the dividend period.

**3. Dividend Compounding and Crediting:** The compounding and crediting of dividends and dividend period applicable to each account are set forth in the Rate & Fee Schedule. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

**4. Accrual of Dividends:** For all accounts, dividends will begin to accrue on deposits on the business day you make your deposit to your account. For all accounts (except share certificate or Individual Retirement Accounts), if you close your account before the accrued dividends are credited, accrued dividends will not be paid.

**5. Balance Information:** The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For all accounts using a Daily Balance Method, dividends are calculated by applying a daily periodic rate to the principal in the account each day.

**6. Account Limitations:** For regular savings accounts, no more, than six (6) preauthorized or automatic payments or transfers from a savings account each month are allowed. However, if this limit has been reached and additional transactions attempt to post, then as long as funds are available we will post all transactions in addition to a fee per item. Please see the Fee Schedule for the amount of the fee.

The United Methodist Credit Union reserves the right to convert all checks to an electronic item for the purposes, deposits and collection services.

# Notice Regarding Non-VISA Pinless Debit Transaction

You may use your Visa Debit Card to initiate both Visa debit transactions and non-Visa debit transactions without using a personal identification number(PIN) to authenticate the transactions. To initiate a Visa debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale(POS) terminal and choose to route the transaction over a Visa network. To initiate a non-Visa debit transaction, you may enter a PIN at a point-of-sale terminal or, for certain bill payment transactions, provide the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-Visa transaction. We have enabled non-Visa debit transaction processing on the PLUS, ACCEL/Exchange, CU24/CU HERE and Member Access networks. The rights and protections applicable only to Visa debit transactions, including additional consumer liability limits and streamlined error resolution procedures, as described in your Electronic Fund Transfers Agreement and Disclosure will not apply to transactions processed through non-Visa networks.

# Business Credit Card Agreement

This Business Credit Card Agreement (“Agreement”) includes this document, any letter, card carrier, card insert, addendums, any other document accompanying this Agreement, any application that you signed or submitted to the credit union, and any notification of changes to this Agreement. The words “you” and “your” mean each person, each business or organization (“organization”), and each officer or owner of the organization who agrees to be bound by this Agreement set forth below. The words we, our, us and “credit union” means the credit union whose name appears on this Agreement or anyone to whom the credit union transfers this Agreement. The word “card” means the VISA business credit card you receive from the credit union and any duplicates, renewals, or substitutions the credit union issues to you. The word “account” means the credit card line of credit account the credit union approves for you that is subject to this Agreement.

**1. Persons Bound.** By signing (in ink, electronically or digitally) any business loan application stating your agreement to be bound by this Agreement or by using the card or account we issue to you, or by authorizing an employee to use the card or account we issue to you, you agree to be bound by the terms of this Agreement. If you are an officer or owner obtaining an account for your organization, you agree to the terms of this Agreement in your personal capacity as well as your capacity as an officer or owner authorized to bind the organization to this Agreement.

**2. Using Your Account.** If you are approved for an account, the credit union will establish a line of credit for you. The amount of your credit limit is set forth on the Addendum accompanying this Agreement. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus “other charges”) that you will have outstanding on your account at any time. If you exceed your credit limit, you must pay the amount you are over your limit plus any fees and unpaid finance charges before payments will begin to restore your credit limit. In addition, a fee may be imposed for exceeding your credit limit. You may request an increase in your credit limit only by a method acceptable to the credit union. The credit union may increase or decrease your credit limit, refuse to make an advance and/or terminate your account at any time for any reason not prohibited by law. If you are permitted to obtain cash advances on your account, we may from time to time issue convenience checks to you that may be drawn on your account. Convenience checks may not be used to make a payment on your account balance. If you use a convenience check it will be posted to your account as a cash advance. We reserve the right to refuse to pay a convenience check drawn on your account for any reason and such refusal shall not constitute wrongful dishonor.

You may request that we stop the payment of a convenience check drawn on your account. You agree to pay any fee imposed to stop a payment on a convenience check issued on your account. You may make a stop payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentment of the check for payment to give us a reasonable opportunity to act on your request. In addition, your request must accurately describe the check including the exact account number, the payee, any check number that may be applicable, and the exact amount of the check. You may make a stop payment request orally but such a request will expire after fourteen (14) days unless you confirm your request in writing within that time. Written stop payment orders are effective only for six (6) months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed. We are not required to notify you when a stop payment order expires. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft and to assist us in any legal action. You agree to indemnify and hold us harmless from all costs and expenses, including attorney’s fees, damages, or claims, related to our honoring your stop



payment request or in failing to stop payment of an item as a result of incorrect information provided to us or the giving of inadequate time to act upon a stop payment request.

**3. Statement of Business Purpose.** You agree that you have represented to us that you are obtaining your account for business purposes that all purchases, cash advances, balance transfers, use of any convenience checks issued on your account and any other use of your account will only be for a business purpose. You agree that you will never use your account for any personal, household or family purposes.

**4. Using Your Card.** You may use your card to make purchases from merchants and others who accept your card. The credit union is not responsible for the refusal of any merchant or financial institution to honor your card. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. If the credit union authorizes ATM transactions with your card, it will issue you a personal identification number (PIN). You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Even if you use your card for an illegal transaction, you will be responsible for all amounts and charges incurred in connection with the transaction. If you are permitted to obtain cash advances on your account, you may also use your card to purchase instruments and engage in transactions that we consider the equivalent of cash. Such transactions will be posted to your account as a cash advance that include, but are not limited to, wire transfers, money orders, bets, lottery tickets, and casino gaming chips. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

**5. Responsibility.** You agree to pay all charges (purchases and cash advances, balance transfers, use of convenience checks and any other charge) to your account that are made by you or anyone whom you authorize to use your account. You also agree to pay all finance charges and other charges added to your account under the terms of this Agreement or another agreement you made with the credit union. If there is more than one person bound to this Agreement or another agreement you made with the credit union. If there is more than one person bound to this Agreement, each will be individually and jointly responsible for paying all amounts owed under this Agreement. If you are an organization, the officer or owner that obtained the account for the organization is also personally obligated for all charges made under the account. This means that the credit union can require any one of you to individually repay the entire amount owed under this Agreement. In addition each person bound under this Agreement, as well as any authorized user, may make purchases individually and, if cash advances are permitted for your account, may obtain cash advances individually.

**6. Interest Rate.** The Interest Rates applicable to purchases, cash advances, and balance transfers are disclosed on the Addendum that accompanies this Agreement. Any penalty rate that may be imposed for failing to make a payment by the Payment Due Date is also disclosed on the Addendum. These rates may be either fixed or variable as disclosed in the Addendum accompanying this Agreement. If the rate for your account is fixed, the rate charged on purchases, cash advances, balance transfers, and any penalty rate will be fixed and will not vary from month to month unless we notify you in advance that the rate will change. If the rate for your account is variable, as indicated on the accompanying Addendum, the rate charged on purchases, cash advances, balance transfers and any penalty rate will vary periodically as disclosed in the Addendum accompanying this Agreement. The initial rate on your account for certain types of transactions may be an introductory discounted rate (Introductory Rate) that is lower than the rate that would ordinarily apply for that type of transaction. If an Introductory Rate applies to your account, the rates and the period of time it will be effective is shown on the Addendum accompanying this Agreement. After the Introductory Rate period expires, the Interest Rate will automatically increase to the rates that would ordinarily apply for that type of transaction based on the terms of this Agreement.

**7. Finance Charge Calculation Method For Purchases.** New purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle. Finance charges begin to accrue on those purchases from the first day of the next billing cycle, unless you paid the entire New Balance on the previous cycle's billing statement by the Payment Due Date of that statement. To avoid an additional finance charge on the balance of purchases, you must pay the entire New Balance on the billing statement by the Payment Due Date of that statement. The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the periodic rate to the average daily balance of purchases. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day and subtract any payments and/or credits that we apply to the purchase balance. (We do not add in any purchases posted during the billing cycle.) This gives us the daily balance of purchases. Then, we add all the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases.

**8. Other Charges.** In addition to the Interest Rate, additional fees may be imposed on your account. The amount and description of these fees are disclosed on the Addendum accompanying this Agreement.

**9. Payments.** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than twenty-five (25) days from the statement closing date, whichever is later. If your statement says the payment is "Now Due," your payment is due no later than twenty-five (25) days from the statement closing date. All payments must be made in U.S. dollars and if made by a negotiable instrument such as a check or money order, must be in a form acceptable to us and drawn on a U.S. financial institution. 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 for your account is shown on the Addendum accompanying this Agreement. 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 your credit limit. The credit union also has the right to demand immediate payment of any amount by which you are over your credit limit. Subject to applicable law, your payments may be applied to what you owe to the credit union in any manner the credit union chooses. We may accept checks marked "payment in full" or with words of similar effect without losing any of our rights to collect the full balance of your account with us.

**10. Foreign Transactions.** Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from a 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. The exchange 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.

A fee of 1.00 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash advances and credits to your account. A fee of 1.00 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

**11. Collection Costs.** You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorney's fee, as permitted by applicable state law.



**12. Security Interest.** If you give the credit union a specific pledge of shares by signing a separate pledge of shares, your pledged shares will secure your account. You may not withdraw amounts that have been specifically pledged to secure your account until the credit union agrees to release all or part of the pledged amount. In addition, your account is secured by all other shares you have in any individual or joint account with the credit union, except for shares in an Individual Retirement account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this Agreement. You authorize the credit union to apply the balance in your individual or joint share accounts to pay any amounts due on your account if you should default. Collateral securing other loans you have with the credit union may also secure this loan, except that a dwelling will never be considered as security for this account, notwithstanding anything to the contrary in any other agreement.

**13. Default.** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you; a) break any promise you make under this Agreement; b) exceed your credit limit; c) are a natural person, if you die; d) are an organization, you cease to exist; e) are an organization, you change your legal structure so that the person obligating the organization to this Agreement is no longer authorized to bind it to legal agreements; f) file for bankruptcy or become insolvent; g) make any false or misleading statements in any credit application or credit update; or h) if something happens that the credit union believes may substantially reduce your ability to repay what you owe. When you are in default, the credit union has the right to demand immediate payment of your full account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges, at the Interest Rate charged before default, until what you owe has been paid, and any shares that were given as security for your account may be applied towards what you owe.

**14. Changing Or Terminating Your Account.** The credit union may change the terms of this Agreement and any attached Addendum from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law, the change will apply to your existing account balance as well as to future transactions.

Either you or the credit union may terminate this Agreement at any time, but termination by your or the credit union will not affect your obligation to pay the account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your account after termination, unless transactions were unauthorized.

The card or cards you receive remain property of the credit union and you must recover and surrender to the credit union all cards upon request or upon termination of this Agreement whether by you or the credit union. The credit union has the right to require you to pay your full account balance at any time after your account is terminated, whether it is terminated by you or the credit union.

**15. Changing Or Terminating Authorized Users.** Upon your request, we may issue additional cards for authorized users that you designate. You must notify us in writing of any termination of an authorized user's right to access your account. Your letter must include the name of the authorized user and your account number and/or any subaccount number issued to the authorized user along with the authorized user's card and any convenience or other access checks issued to the authorized user. If you cannot return the authorized user's card or access checks and if you request your account to be closed, we will close your account and you may apply for a new account.

**16. Liability For Unauthorized Use-Lost/Stolen Card Notification.** You may be liable for the unauthorized use of your card or account. Notify us immediately, in writing or by telephone at the address or phone number included with this Agreement, if your card is lost, stolen, or you suspect there has been unauthorized

use of your card or account. After we receive your notification, you will not be liable for any further unauthorized use of your card or account.

If you are an organization with 10 or more employees and we have issued 10 or more cards on your account for use by your employees, you will be liable for all unauthorized use of your cards or account before notification to us. Otherwise, you will be liable for up to \$50 for the unauthorized use of your card or account before notification to us. Unauthorized use does not include use of a card by an authorized user in an unauthorized manner.

**17. Credit Review And Release Of Information.** You authorize the credit union to investigate your credit standing when opening or reviewing your account. You authorize the credit union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).

**18. Returns And Adjustments.** Merchants and others who honor your card may give credit for returns or adjustments, and they will do so by sending the credit union a credit which will be posted to your account. If your credits and payments exceed what you owe the credit union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six (6) months.

**19. Additional Benefits/Card Enhancements.** The credit union may from time to time offer additional services to your account, such as travel accident insurance or a liability waiver program, at no additional cost to you. You understand that the credit union is not obligated to offer such services and may withdraw or change them at any time.

**20. Effect of Agreement.** This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

**21. No Waiver.** The credit union can delay enforcing any of its rights any number of times without losing them.

**22. Statements And Notices.** Unless separate subaccounts have been set up under your account for authorized users, statements and notices will be mailed to you at the appropriate address you have given the credit union. You agree to notify us at least 10 days in advance of any change in address. Notice sent to any one person bound under this Agreement will be considered notice to all. If we have agreed to send statements for subaccounts under your account that have been issued to authorized users, we will send statements to the appropriate address you have provided for that authorized user. You agree to notify us at least 10 days in advance of any change in address for an authorized user. You are responsible for payment of all amounts shown on a statement delivered to an authorized user.

**23. Notification Of Change In Legal Structure, Officers, Or Owners.** If you are an organization, you agree to notify us within 10 days of any change in your legal structure or any change in your officers or owners.

**24. Severability And Final Expression.** This Agreement is the final expression of the terms and conditions of your account. This written Agreement may not be contradicted by the evidence of any alleged oral agreement. Should any part of this Agreement be found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

**25. Gambling Transactions Prohibited.** You may not use your card to initiate any type of gambling transaction.

**26. Governing Law.** This Agreement is governed by the laws of the state of Virginia.

**27. Notification Information For Reporting Lost, Stolen And Unauthorized Use Of Card.** Notify us at once if your card has been lost or stolen or if you suspect that your card is being used without your permission at the following:

By Phone: 866-454-6216 / Sunday-Saturday 24/7

# Electronic Fund Transfers Agreement And Disclosure

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by The United Methodist Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share and share draft accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

**1. EFT SERVICES** — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

**a. Visa Debit Card.** If approved, you may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. For one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, PLUS, Access, CUHere, CU24 networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your card without a PIN for certain transactions on the Visa PLUS, Access, CUHere, CU24 networks. However, provisions of this Agreement relating to Visa transactions do not apply to transactions processed through non-Visa networks. To initiate a Visa Debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a Visa network. Please refer to the Member Liability section of this Agreement for terms and conditions.

At the present time, you may also use your card to:

- ~ Make deposits to your share and share draft accounts.
- ~ Withdraw funds from your share and share draft accounts.
- ~ Transfer funds from your share and share draft accounts.
- ~ Obtain balance information for your share and share draft accounts.
- ~ Make loan payments from your share and share draft accounts.
- ~ Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- ~ Order goods or services by mail or telephone from places that accept Visa.

The following limitations on VISA Debit Card transactions may apply:

- ~ There is no limit on the number of VISA Debit Card purchases you make per day.
- ~ Purchase amounts are limited to the amount in your account.
- ~ You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- ~ For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- ~ You may transfer up to the available balance in your accounts at the time of the transfer.
- ~ See Section 2 for transfer limitations that may apply to these transactions.

#### **b. Preauthorized EFTs.**

- ~ **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share and/or share draft account.
- ~ **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and/or share draft account.
- ~ See Section 2 for transfer limitations that may apply to these transactions.
- ~ **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- ~ **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- ~ **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**c. Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.



**2. TRANSFER LIMITATIONS** — For all share accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

**3. CONDITIONS OF EFT SERVICES** —

a. **Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. **Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. **Foreign Transactions Visa.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a 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. The exchange 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.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A fee of 0.80% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

d. **Security of Access Code.** You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. **Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**4. FEES AND CHARGES** — There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

**5. MEMBER LIABILITY** — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card or access code. For all other EFT transactions, if you were grossly negligent in the handling of your account or card or access code, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

Local: (804) 672-0200  
Toll-Free: (866) 657-0004

or write to:

The United Methodist Credit Union  
P.O. Box 13680  
Richmond, VA 23225  
Fax: (804) 672-0444

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## **6. RIGHT TO RECEIVE DOCUMENTATION -**

a. **Periodic Statements.** Transfers and withdrawals made through any debit card transactions or preauthorized EFTs will be recorded on your periodic statement. You will receive a statement monthly

unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. **Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. **Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling Local: (804) 672-0200 or Toll-Free: (866) 657-0004. This does not apply to transactions occurring outside the United States.

**7. ACCOUNT INFORMATION DISCLOSURE** — We will disclose information to third parties about your account or the transfers you make:

- ~ As necessary to complete transfers;
- ~ To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- ~ If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- ~ To comply with government agency or court orders; or
- ~ If you give us your written permission.

**8. BUSINESS DAYS** — Our business days are Monday through Friday, excluding holidays.

**9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS** — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- ~ If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- ~ If you used your card or access code in an incorrect manner.
- ~ If the ATM where you are making the transfer does not have enough cash.
- ~ If the ATM was not working properly and you knew about the problem when you started the transaction.
- ~ If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- ~ If the money in your account is subject to legal process or other claim.
- ~ If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- ~ If the error was caused by a system of any participating ATM network.
- ~ If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- ~ Any other exceptions as established by the Credit Union.

**10. NOTICES** — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit



facilities:

- ~ Be aware of your surroundings, particularly at night.
- ~ Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- ~ Close the entry door of any ATM facility equipped with a door.
- ~ If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- ~ Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- ~ If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- ~ If you are followed after making a transaction, go to the nearest public area where people are located.
- ~ Do not write your personal identification number (PIN) or access code on your ATM card.
- ~ Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

**11. BILLING ERRORS** — In case of errors or questions about electronic fund transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

Local: (804) 672-0200

Toll-Free: (866) 657-0004

or write to:

The United Methodist Credit Union

PO Box 13680

Richmond, VA 23228

Fax: (804) 672-0444

- ~ Tell us your name and account number.
- ~ Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.
- ~ Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error has occurred within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

\* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

**\*\*** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

**NOTE:** If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

**12. TERMINATION OF EFT SERVICES** — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

**13. GOVERNING LAW** — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Virginia, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

**14. ENFORCEMENT** — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

# Credit Card Disclosures



THE  
UNITED METHODIST  
CREDIT UNION

P.O. Box 13680  
Richmond, VA 23225  
Phone: 804-672-0200  
Fax: 804-672-0444  
www.tumcu.org

## CONSUMER CREDIT CARD AGREEMENT AND DISCLOSURE

**VISA**

**VISA CLASSIC**

This Consumer Credit Card Agreement and Disclosure together with the Account Opening Disclosure and any other Account opening documents or any subsequent documents provided to You related to this Account (hereinafter collectively referred to as "Agreement") govern the terms and conditions of this Account. "We," "Us," "Our" and "Ours" and "Credit Union" refers to Virginia United Methodist Credit Union with which this Agreement is made. "You," "Your," and "Yours" refers to each applicant and co-applicant for the Account; any person responsible for paying the Account; and anyone You authorize to use, access or service the Account. "Card" means the Visa® credit card and any other access devices, duplicates, renewals, or substitutions, including convenience checks, the Credit Union issues to You. "Account" means the line of credit established by this Agreement and includes Your Card.

### SECURITY INTEREST

You grant the Credit Union a security interest under the Uniform Commercial Code and under any common law rights the Credit Union may have in any goods You purchase.

If You give the Credit Union a specific pledge of shares by signing a separate pledge of shares, Your pledged shares will secure Your Account. You may not withdraw amounts that have been specifically pledged to secure Your Account until the Credit Union agrees to release all or part of the pledged amount.

**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. Shares and deposits in an IRA or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest You have given in Your shares and deposits. You may withdraw these other shares unless You are in default. When You are in default, You authorize Us to apply the balance in these accounts to any amounts due. For example, if You have an unpaid credit card balance, You agree We may use funds in Your account(s) to pay any or all of the unpaid balance.**

Unless otherwise prohibited by federal and/or state law, collateral securing other loans You have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other Agreement.

- 1. USING YOUR ACCOUNT** — By using the Account or keeping the Card, You agree to the terms of this Agreement. You agree to use Your Account in accordance with this Agreement. Your Account must only be used for lawful transactions.
- 2. CREDIT LIMIT** — We may establish a credit limit as part of this Agreement, which You promise not to exceed. If You exceed the credit limit, You promise to repay immediately the amount which exceeds the credit limit, including amounts due to finance charges, fees or other charges. You may request a credit limit increase on Your Account only by a method acceptable to the Credit Union. We may increase or decrease Your credit limit, refuse to make an advance and/or terminate Your Account at any time for any reason permitted by law.
- 3. CONVENIENCE CHECKS** — We may, from time to time, issue convenience checks to You that may be drawn on Your Account. Convenience checks may not be used to make a payment on Your Account. If You use a convenience check, it will be posted to Your Account as a cash advance. We reserve the right to refuse to pay a convenience check drawn on Your Account for any reason and such refusal shall not constitute wrongful dishonor. You may request that We stop the payment of a convenience check drawn on Your Account. You agree to pay any fee as identified in this Agreement imposed to stop a payment on a convenience check issued on Your Account. You may make a stop payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentment of the check for payment to give Us a reasonable opportunity to act on Your request. In addition, Your request must accurately describe the check including the exact Account number, the payee, any check number that may be applicable, and the exact amount of the check. If permitted, You may make a stop payment request orally but such a request will expire after 14 days unless You confirm Your request in writing within that time. Written stop payment orders are effective

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only for six months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed. We are not required to notify You when a stop payment order expires.

If We re-credit Your Account after paying a check over a valid and timely stop payment order, You agree to sign a statement describing the dispute with the payee, to assign to Us all of Your rights against the payee or other holders of the check and to assist Us in any legal action.

You agree to indemnify and hold Us harmless from all costs and expenses, including attorney's fees, damages, or claims, related to Our honoring Your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to Us or the giving of inadequate time to act upon a stop payment request. Note: A convenience check is not a check as that term is defined under the Uniform Commercial Code. It is an advance from Your credit card Account with Us and Your stop payment rights are provided under this Agreement with Us.

**4. REPAYMENT** — You promise to repay all amounts You owe under this Agreement. Your promise to repay includes all transactions made to Your Account by You or anyone You authorize to use Your Account as well as all interest charges and fees.

For each billing period, You must pay at least the Minimum Payment Due by the Payment Due Date.

The Minimum Payment Due is 3.00% of Your total New Balance, or \$25.00, whichever is greater, plus any amount past due and any amount by which You have exceeded Your applicable credit limit. If Your total New Balance is less than \$25.00, then Your Minimum Payment Due is the amount of the total New Balance.

You may pay more frequently, pay more than the Minimum Payment Due 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 Due each month Your Account has a balance (other than a credit balance). The Credit Union may delay replenishing Your credit limit until the date the payment is posted or the Credit Union confirms the payment has cleared.

Your payment of the required Minimum Payment Due may be applied to what You owe the Credit Union in any manner the Credit Union chooses, as permitted by applicable law. If You make a payment in excess of the required Minimum Payment Due, the Credit Union will allocate the excess amount first to the balance with the highest annual percentage rate ("APR") and any remaining portion to the other balances in descending order based on applicable APR, unless otherwise prescribed by applicable law. We may accept checks marked "payment in full" or with words of similar effect without losing any of Our rights to collect the full balance of Your Account with Us.

**5. INTEREST AND FINANCE CHARGES** — We will begin charging You interest on new purchases on the first day of the following billing cycle. We will begin charging You interest on cash advances and balance transfers on the date of the transaction or the first day of the billing cycle in which the transaction is posted to Your Account, whichever is later (transaction date). However, We will not charge You any interest on new purchases if You paid the entire new balance on the previous cycle's billing statement by the Payment Due Date of that statement. To avoid an additional finance charge on the balance of purchases, You must pay the entire new balance on the billing statement by the Payment Due Date of that statement.

#### **How We Calculate Your Balance:**

Interest charges on Your Account are calculated separately for purchases, balance transfers and cash advances ("Transaction Type"). We figure the interest charge for each Transaction Type by applying the periodic rate to each corresponding "average daily balance." To get the "average daily balance" for a Transaction Type We take the beginning balance for that Transaction Type each day, add any new transactions of that type (excluding new purchases), and subtract any unpaid interest or other finance charges and any applicable payments or credits. This gives Us the daily balance for each Transaction Type. Then, for each Transaction Type, We add up all the daily balances for the billing cycle and divide each total by the number of days in the billing cycle. This gives Us the "average daily balance" for each Transaction Type.

**6. FEES** — In addition to the periodic rate, additional fees may be imposed on Your Account. If applicable to Your Account, the fee amounts and explanations are disclosed on the Account Opening Disclosure accompanying this Agreement.

**7. FOREIGN TRANSACTIONS** — Purchases and cash advances made in foreign currencies will be debited from Your Account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee (finance charge), calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances, and credits to Your Account. A foreign transaction is any transaction that You complete or a merchant completes on Your Card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies, or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether You are located inside or outside the United States at the time of the transaction. The Foreign Transaction Fee is set forth on the Account Opening Disclosure accompanying this Agreement.

**8. AUTHORIZATIONS** — We do not guarantee authorization of a transaction, either by Us or by a third party, even if You have sufficient credit available. You agree that We will not be liable for failing to give an authorization. We also reserve the right to limit the number of transactions that may be approved in one day. We reserve the right to deny certain transactions for any reason and at Our sole discretion, including for default, suspected fraudulent or unlawful activity, internet gambling or any indication of increased risk related to the transaction or the Account. You agree that We have no requirement to notify You of the specific reason We denied a transaction. If We detect unusual or suspicious activity, We may suspend Your credit privileges until We can verify the activity, or We may close the Account.

**9. INFORMATION UPDATING SERVICE AND AUTHORIZATIONS** — If You have authorized a merchant to bill charges to Your Card on a recurring basis, it is Your responsibility to notify the merchant in the event Your Card is replaced, Your Account information (such as Card number or expiration date) changes, or Your Account is closed. However, if Your Card is replaced or Your Account information changes, You authorize Us, without obligation on Our part, to provide the updated Account information to the merchant in order to permit the merchant to bill recurring charges to Your Card. You authorize Us to apply such recurring charges to Your Card until You notify Us that You have revoked authorization for the charges to Your Card.

Your Card is automatically enrolled in an information updating service. Through this service, Your updated Account information (such as Card number or expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before Your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke Your authorization allowing Us to provide updated Account information to a merchant, please contact Us.

**10. PREAUTHORIZED CHARGES** — We may suspend preauthorized recurring charges with merchants if, for example, Your Card is lost or stolen, You default, or We change Your Account for any reason. If preauthorized recurring charges are suspended, You are responsible for making direct payment for such charges until You contact the merchant to reinstate recurring charges.

**11. DEFAULT** — You will be in default under this Agreement if You fail to pay the Minimum Payment Due by its Payment Due Date; pay by a check or similar instrument that is not honored or that We must return because it cannot be processed; pay by automatic debit that is returned unpaid; make any false or misleading statements in any credit application or credit update; file for bankruptcy; or die. You will also be in default if You fail to comply with the terms of this Agreement or any other Agreement You have with Us.

If You default, We may close Your Account and require You to pay any unpaid balance immediately, subject to applicable law. In this Agreement and on Your Credit Card Application, You gave Us a security interest in all individual or joint share and/or deposit accounts with the Credit Union and authorized Us, if You defaulted, to apply the balance in these accounts to any amounts due. You agree We may rely on Your agreement and authorization to, upon Your default, apply any balance to any amounts due on Your Account.

**12. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION** — If You notice the loss or theft of Your credit card or a possible unauthorized use of Your Card, You should write to Us immediately at P.O. BOX 13680, Richmond, VA, 23225 or call Us at (866) 454-6216, seven days a week 24 hours a day or (866) 657-0004, Monday through Friday 9:00 AM to 5:00 PM.

You will not be liable for any unauthorized use that occurs after You notify Us. You may, however, be liable for unauthorized use that occurs before Your notice to Us. You will have no liability for unauthorized use unless You are found to be fraudulent or negligent in the handling of Your Account or Card. In any case, Your liability for unauthorized transactions will not exceed \$50.

**13. CHANGING OR TERMINATING YOUR ACCOUNT** — As permitted by law, the Credit Union may change the terms of this Agreement and any attached Disclosure from time to time. Notice of any change will be given in accordance with applicable law. To the extent permitted by law, changes to the Agreement may apply to Your existing account balance as well as to future transactions.

**Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, Washington, and Wisconsin Residents** - Either You, Your spouse or the Credit Union may terminate this Agreement at any time, but termination by You, Your spouse or the Credit Union will not affect Your obligation to pay the account balance plus any finance and other charges You or Your spouse owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges You owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. The Card or Cards You receive remain the property of the Credit Union and You must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by You or the Credit Union.

**Residents of all other states** - Either You or the Credit Union may terminate this Agreement at any time, but termination by You or the Credit Union will not affect Your obligation to pay the account balance plus any finance and other charges You owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges You owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. The Card or Cards You receive remain the property of the Credit Union and You must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by You or the Credit Union.



**14. AUTHORIZED USERS** — Upon Your request, We may issue additional Cards for authorized users that You designate. You must notify Us in writing of any termination of an authorized user's right to access Your Account. Your notice must include the name of the authorized user and Your Account number and/or any subaccount number issued to the authorized user along with the authorized user's Card and any convenience or other access checks issued to the authorized user. If You cannot return the authorized user's Card or access checks and if You request Your Account to be closed, We will close Your Account and You may apply for a new Account. Alternatively, We may, at Our sole discretion, issue You a new Account number and a new Card.

**15. CREDIT REPORTS** — You authorize the Credit Union to obtain credit reports and any other information We may need to verify Your identity and use of the Account when opening Your Account and for any update, increase, renewal, extension, collection, or review of Your Account. You authorize the Credit Union to disclose information regarding Your Account to credit bureaus and creditors who inquire about Your credit standing.

**16. JOINT ACCOUNTS** — If this is a joint Account, each of You will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of You individually to repay the entire amount owed under this Agreement. Each of You authorizes the other(s) to make transactions on the Account individually. Any one of You may terminate the Account and the termination will be effective as to all of You.

**17. EFFECT OF AGREEMENT** — This Agreement is the contract which applies to all transactions on Your Account even though the sales, cash advances, credit or other slips You sign or receive may contain different terms.

**18. SEVERABILITY AND FINAL EXPRESSION** — This Agreement is the final expression of the terms and conditions of Your Account. This written Agreement may not be contradicted by evidence of any alleged oral Agreement. Should any part of this Agreement be found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

**19. ILLEGAL TRANSACTIONS PROHIBITED** — You agree that You will not use Your Card for any transaction, including any type of electronic gambling transaction through the Internet, that is illegal under applicable federal, state, or local law. Even if You use Your Card for an illegal transaction, You will be responsible for all amounts and charges incurred in connection with the transaction. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

**20. APPLICABLE LAW** — The terms and enforcement of this Agreement shall be governed by federal law and the law of Virginia.

**21. ENFORCING THIS AGREEMENT** — We can delay in enforcing or fail to enforce any of Our rights under this Agreement without losing them.

**22. COLLECTION COSTS** — If We refer collection of Your Account to a lawyer who is not Our salaried employee, You are liable for any reasonable attorney's fees We incur, plus the costs and expenses of any legal action, as further disclosed on this Agreement, or to the extent allowed by law.

**23. ASSIGNMENT** — We may assign any or all of Our rights and obligations under this Agreement to a third party.

**24. CALIFORNIA RESIDENTS** — A married applicant may apply for a separate Account. 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.

**25. FLORIDA RESIDENTS** — You (borrower) agree that, should We obtain a judgment against You, a portion of Your disposable earnings may be attached or garnished (paid to Us by Your employer), as provided by Florida and Federal law.

**26. MARYLAND RESIDENTS** — To the extent, if any, that Maryland law applies to Your Account, We elect to offer Your Card Account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.

**27. MISSOURI RESIDENTS** — Oral Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect You (borrower(s)) and Us (creditor) from misunderstanding or disappointment, any Agreements We reach covering such matters are contained in this writing, which is the complete and exclusive statement of the Agreement between Us, except as We may later agree in writing to modify it.

**28. NEW YORK RESIDENTS** — We may obtain a credit report in connection with this Account, including for any review, modification, renewal or collections associated with this Account. Upon Your request, You will be informed whether such report was requested and, if so, the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services at 800.342.3736 or [www.dfs.ny.gov](http://www.dfs.ny.gov) to obtain a comparative listing of credit card rates, fees and grace periods.

**29. OHIO RESIDENTS** — The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**30. SOUTH DAKOTA RESIDENTS** — If You believe there have been any improprieties in making this loan or in the lender's loan practices, You may contact the South Dakota Division of Banking at 1601 N. Harrison Ave, Suite 1, Pierre, SD 57501, or by phone at 605.773.3421.

**31. WISCONSIN RESIDENTS** — If You are married, please contact Us immediately upon receipt of this Agreement at the address or phone number listed on this Agreement and provide Us with the name and address of Your spouse. We are required to inform Your spouse that We have opened an Account for You.

**32. NOTICE TO UTAH BORROWERS** — This written Agreement is a final expression of the Agreement between You and the Credit Union. This written Agreement may not be contradicted by evidence of any oral Agreement. 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.

**33. THE FOLLOWING IS REQUIRED BY VERMONT LAW — NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

## **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 the address listed on Your statement.

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 three 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** or electronically. 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** or electronically at the address listed on Your statement.

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.



THE  
UNITED METHODIST  
CREDIT UNION

P.O. Box 13680  
Richmond, VA 23225  
Phone: 804-672-0200  
Fax: 804-672-0444  
www.tumcu.org

## APPLICATION AND SOLICITATION DISCLOSURE



VISA CLASSIC

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	9.99 - 16.99
APR for Balance Transfers	9.99 - 16.99
APR for Cash Advances	9.99 - 16.99
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 any interest on purchases if you pay your entire balance by the due date each month.
For Credit Card Tips from the Consumer Financial Protection Bureau	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> .
Fees	
Transaction Fees - Foreign Transaction Fee	1.00% of each transaction in U.S. dollars
Penalty Fees - Late Payment Fee - Returned Payment Fee	Up to \$25.00 Up to \$25.00

### How We Will Calculate Your Balance:

We use a method called "average daily balance (excluding new purchases) (including new balance transfers and cash advances)."

### Effective Date:

The information about the costs of the card described in this application is accurate as of: April 21, 2022  
This information may have changed after that date. To find out what may have changed, contact the Credit Union.

**For California Borrowers, the Visa Classic is a secured credit card. Credit extended under this credit card account is secured by various personal property and money including, but not limited to: (a) any goods you purchase with this account, (b) any shares you specifically pledge as collateral for this account on a separate Pledge of Shares, (c) all shares you have in any individual or joint account with the Credit Union excluding shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law, and (d) collateral securing other loans you have with the Credit Union excluding dwellings.**

### Other Fees & Disclosures:

#### Late Payment Fee:

5.00% of the amount of the required minimum payment, if you are eight or more days late in making a payment. However, the fee will not exceed \$25.00.

#### Returned Payment Fee:

\$25.00 or the amount of the required minimum payment, whichever is less.

#### Card Recovery Fee:

\$5.00.

#### Rush Fee:

\$25.00

#### Card Replacement Fee:

\$15.00.

#### Statement Copy Fee:

\$5.00





## BUSINESS CREDIT CARD AGREEMENT

This Business Credit Card Agreement ("Agreement") includes this document, any letter, card carrier, card insert, addendums, any other document accompanying this Agreement, any application that you signed or submitted to the Credit Union, and any notification of changes to this Agreement. The words "you" and "your" mean each person, each business or organization ("organization"), and each officer or owner of the organization who agrees to be bound by this Agreement as set forth below. The words we, our, us and "Credit Union" means the Virginia United Methodist Credit Union, dba The United Methodist Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement. The word "card" means the Visa business credit card you receive from the Credit Union and any duplicates, renewals, or substitutions the Credit Union issues to you. The word "account" means the credit card line of credit account the Credit Union approves for you that is subject to this Agreement.

**1. PERSONS BOUND.** By signing, or otherwise authenticating, any business loan application stating your agreement to be bound by this Agreement or by using the card or account we issue to you, or by authorizing an employee to use the card or account we issue to you, you agree to be bound by the terms of this Agreement. If you are an officer or owner obtaining an account for your organization, you agree to the terms of this Agreement in your personal capacity as well as your capacity as an officer or owner authorized to bind the organization to this Agreement.

**2. USING YOUR ACCOUNT.** If you are approved for an account, the Credit Union will establish a line of credit for you. The amount of your credit limit is set forth on the Addendum accompanying this Agreement. You agree that your credit limit is the maximum amount (purchases, finance charges, plus "other charges") that you will have outstanding on your account at any time. If you exceed your credit limit, you must pay the amount you are over your limit plus any fees and unpaid finance charges before payments will begin to restore your credit limit. In addition, a fee may be imposed for exceeding your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union may increase or decrease your credit limit, refuse to make an advance, and/or terminate your account at any time for any reason not prohibited by law. If you are permitted to obtain on your account, we may from time to time issue convenience checks to you that may be drawn on your account.

**3. STATEMENT OF BUSINESS PURPOSE.** You agree that you have represented to us that you are obtaining your account for business purposes and that all purchases, balance transfers, use of any convenience checks issued on your account, and any other use of your account will only be for a business purpose. You agree that you will never use your account for any personal, household, or family purposes.

**4. USING YOUR CARD.** You may use your card to make purchases from merchants and others who accept your card. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your card. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Even if you use your card for an illegal transaction, you will be responsible for all amounts and charges incurred in connection with the transaction. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

**5. RESPONSIBILITY.** You agree to pay all charges (purchases, , balance transfers, use of convenience checks, and any other charge) to your account that are made by you or anyone whom you authorize to use your account. You also agree to pay all finance charges and other charges added to your account under the terms of this Agreement or another agreement you made with the Credit Union. If there is more than one person bound to this Agreement, each will be individually and jointly responsible for paying all amounts owed under this Agreement. If you are an organization, **the officer or owner that obtained the account for the organization is also personally obligated for all charges made under the account.** This means that the Credit Union can require any one of you to individually repay the entire amount owed under this Agreement. In addition, each person bound under this Agreement, as well as any authorized user, may make purchases individually.

**6. INTEREST RATE.** The Interest Rates applicable to purchases and balance transfers are disclosed on the Addendum that accompanies this Agreement. Any penalty rate that may be imposed is also disclosed on the Addendum. These rates may be either fixed or variable as disclosed in the Addendum accompanying this Agreement. If the rate for your account is fixed, the rate charged on purchases, balance transfers, and any penalty rate will not vary from month to month unless we notify you in advance that the rate will change. If the rate for your account is variable, as indicated on the accompanying Addendum, the rate charged on purchases and, balance transfers and any penalty rate will vary periodically as disclosed in the Addendum accompanying this Agreement. The initial rate on your account for certain types of transactions may be an introductory discounted rate (Introductory Rate) that is lower than the rate that would ordinarily apply for that type of transaction. If an Introductory Rate applies to your account, the rates and the period of time it will be effective is shown on the Addendum accompanying this Agreement. After the Introductory Rate period expires, the Interest Rate will automatically increase to the rates that would ordinarily apply for that type of transaction based on the terms of this Agreement.

**7. FINANCE CHARGE CALCULATION METHOD FOR PURCHASES.** New purchases posted to your Account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero or credit balance at the beginning of that billing cycle or you paid the entire New Balance on the previous cycle's billing statement by the Payment Due Date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to your Account. To avoid an additional finance charge on the balance of purchases, you must pay the entire New Balance on the billing statement by the Payment Due Date of that statement. The finance charge is calculated separately for purchases. For purchases, the finance charge is computed by applying the periodic rate to the average daily balance of purchases. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of purchases. Then, we add all the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases.

**8. OTHER CHARGES.** In addition to the Interest Rate, additional fees may be imposed on your account. The amount and description of these fees are disclosed on the Addendum accompanying this Agreement.

**9. PAYMENTS.** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement. Your due date is at least 25 days after the close of each billing cycle. All payments must be made in U.S. dollars and if made by a negotiable instrument such as a check or money order, must be in a form acceptable to us and drawn on a U.S. financial institution. 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 for your account is shown on the Addendum accompanying this Agreement. In addition to the minimum payment you must also pay, by the date specified on the statement, 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 your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit. Subject to applicable law, your payments may be applied to what you owe to the Credit Union in any manner the Credit Union chooses. We may accept checks marked "payment in full" or with words of similar effect without losing any of our rights to collect the full balance of your account with us.

**10. FOREIGN TRANSACTIONS.** Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or the cardholder statement posting date.

A fee (finance charge), calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases and credits to your account. A foreign transaction is any transaction that You complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies, or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether You are located inside or outside the United States at the time of the transaction. The Foreign Transaction Fee is set forth on the Addendum accompanying this Agreement.



**11. COLLECTION COSTS.** You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorneys' fee, as permitted by applicable state law.

**12. SECURITY INTEREST.** If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares, your pledged shares will secure your account. You may not withdraw amounts that have been specifically pledged to secure your account until the Credit Union agrees to release all or part of the pledged amount. In addition, your account is secured by all other shares you have in any individual or joint account with the Credit Union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this Agreement. You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on your account if you should default. Collateral securing other loans you have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this account, notwithstanding anything to the contrary in any other agreement.

**13. DEFAULT.** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you: break any promise you make under this Agreement; exceed your credit limit; are a natural person and you die; are an organization and you cease to exist; are an organization and you change your legal structure so that the person obligating the organization to this Agreement is no longer authorized to bind it to legal agreements; file for bankruptcy or become insolvent; make any false or misleading statements in any credit application or credit update; or if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe. When you are in default, the Credit Union has the right to demand immediate payment of your full account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges at the applicable interest rate until what you owe has been paid, and any shares that were given as security for your account may be applied towards what you owe.

**14. CHANGING OR TERMINATING YOUR ACCOUNT.** The Credit Union may change the terms of this Agreement and any attached Addendum from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law, the change will apply to your existing account balance as well as to future transactions.

Either you or the Credit Union may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your account after termination, unless the transactions were unauthorized.

The card or cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all cards upon request or upon termination of this Agreement whether by you or the Credit Union. The Credit Union has the right to require you to pay your full account balance at any time after your account is terminated, whether it is terminated by you or the Credit Union.

**15. CHANGING OR TERMINATING AUTHORIZED USERS.** Upon your request, we may issue additional cards for authorized users that you designate. You must notify us in writing of any termination of an authorized user's right to access your account. Your letter must include the name of the authorized user and your account number and/or any subaccount number issued to the authorized user along with the authorized user's card and any convenience or other access checks issued to the authorized user. If you cannot return the authorized user's card or access checks and if you request your account to be closed, we will close your account and you may apply for a new account.

**16. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION.** You may be liable for the unauthorized use of your card or account. Notify us immediately, in writing or by telephone, at P.O. Box 13680, Richmond, VA 23225 or call us at (866) 454-6216 24 Hours a day/Seven(7) Days a Week or (866) 657-0004 from 9:00 a.m. to 5:00 p.m.. EST (Monday through Friday) if your card is lost, stolen, or you suspect there has been unauthorized use of your card or account. After we receive your notification, you will not be liable for any further unauthorized use of your card or account.

If you are an organization with 10 or more employees and we have issued 10 or more cards on your account for use by your employees, **you will be liable for all unauthorized use** of your cards or account before notification to us unless your liability may be limited by Visa liability limitation rules as set forth below. Otherwise, you will be liable for up to \$50 for the unauthorized use of your card or account before notification to us unless your liability is further limited by Visa liability limitation rules as set forth below. Unauthorized use does not include use of a card by an authorized user in an unauthorized manner.

If your card is a Visa, You may not be liable for any unauthorized transactions unless you are found to be fraudulent or negligent in the handling of your card or account.

**17. CREDIT REVIEW AND RELEASE OF INFORMATION.** You authorize the Credit Union to investigate your credit standing when opening or reviewing your account. You authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).

**18. RETURNS AND ADJUSTMENTS.** Merchants and others who honor your card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six (6) months.

**19. ADDITIONAL BENEFITS/CARD ENHANCEMENTS.** The Credit Union may from time to time offer additional services to your account, such as travel accident insurance or a liability waiver program, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

**20. EFFECT OF AGREEMENT.** This Agreement is the contract which applies to all transactions on your account even though the sales, credits, or other slips you sign or receive may contain different terms.

**21. NO WAIVER.** The Credit Union can delay enforcing any of its rights any number of times without losing them.

**22. STATEMENTS AND NOTICES.** Unless separate subaccounts have been set up under your account for authorized users, statements and notices will be mailed to you at the appropriate address you have given the Credit Union. You agree to notify us at least 10 days in advance of any change in address. Notice sent to any one person bound under this Agreement will be considered notice to all. If we have agreed to send statements for subaccounts under your account that have been issued to authorized users, we will send statements to the appropriate address you have provided for that authorized user. You agree to notify us at least 10 days in advance of any change in address for an authorized user. You are responsible for payment of all amounts shown on a statement delivered to an authorized user.

**23. NOTIFICATION OF CHANGE IN LEGAL STRUCTURE, OFFICERS OR OWNERS.** If you are an organization, you agree to notify us within 10 days of any change in your legal structure or any change in your officers or owners.

**24. SEVERABILITY AND FINAL EXPRESSION.** This Agreement is the final expression of the terms and conditions of your account. This written Agreement may not be contradicted by evidence of any alleged oral agreement. Should any part of this Agreement be found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

**25. GAMBLING TRANSACTIONS PROHIBITED.** You may not use your card to initiate any type of gambling transaction.

**26. GOVERNING LAW.** This Agreement is governed by the laws of the state of Virginia.



P.O. Box 13680  
Richmond, VA 23225  
Phone: 804-672-0200  
Fax: 804-672-0444  
www.tumcu.org



## BUSINESS CREDIT CARD ADDENDUM

This addendum is incorporated into and becomes part of your LOANLINER® Business Credit Card Agreement.  
Please keep this attached to your LOANLINER® Business Credit Card Agreement.

CREDIT CARD NAME:

CREDIT LIMIT:

### FIXED RATE

### INTEREST RATE

<b>Purchases:</b>	7.99
<b>Balance Transfers:</b>	7.99

**Your Interest Rate is fixed but is subject to change upon advance notice to you.**

### FEES:

<b>Transaction Fees</b> - Foreign Transaction Fee	1.00% of each transaction in U.S. dollars
<b>Penalty Fees</b> - Late Payment Fee - Returned Payment Fee	5.00% of minimum payment if you are ten (10) or more days late in making a payment \$30.00

**Balance Transfers:** We may permit you to transfer the balance of an account that you owe to another creditor to your account with us. If we approve a balance transfer, finance charges will be calculated and will accrue according to the same method as for purchases.

**Method for Computing the Balance for Purchases:** Average Daily Balance (Including New Purchases)

**Minimum Payment:** Your monthly payment will be 3.00% of your total new balance, or \$25.00, whichever is greater plus outstanding unpaid fees and charges, all prior unpaid payments and any amount that exceeds your credit limit.

