



**MEMBERS 1<sup>st</sup>**  
FEDERAL CREDIT UNION

## Members 1st Federal Credit Union - Credit Card Agreement

**Introduction.** This Visa Credit Card Agreement ("Agreement") and the Disclosures accompanying this Agreement will govern Your Visa Credit Card issued by Members 1st Federal Credit Union. By signing this Agreement, activating the Card, using the Card, or permitting someone else to use the Card, You agree to be bound by the terms of this Agreement.

**1. Meaning of Words.** The following words have the following meanings in this Agreement and in the monthly billing statement sent hereunder:

- (a) "Agreement" means the Visa Credit Card Agreement and Disclosure furnished by us.
- (b) "We", "Us" and "Our" means Members 1st Federal Credit Union, a federally chartered credit union, with principal offices located in Mechanicsburg, PA.
- (c) "You" and "Your" means each person who signs the application for the Account, is authorized to use the Account or otherwise agrees to be bound by the terms of this Agreement.
- (d) "Card" means any and all Visa Credit Cards we issue to You or to an authorized user of your Account pursuant to this Agreement.
- (e) "Account" means your Visa Credit Card Account with us.
- (f) "Line of Credit" means the self-replenishing line of credit we make available to Your Account.
- (g) "Advance" means any credit extended on Your Account for any purchases or Cash Advances.
- (h) "Cash Advances" mean (i) any cash or credit extended on Your Account by us or by any other institution that accepts a Card, (ii) any withdrawal of cash made by using a Card and personal identification number ("PIN") at an automated teller machine ("ATM") or other type of electronic terminal that provides access to the Visa system, or (iii) the amount of any balances transferred to Your Account from another credit card or account.

**2. How To Use This Account.** Your Account may be used to purchase or lease goods and services ("Purchases") from a merchant by presenting a Card or by giving a Card Account number. You must follow any reasonable and proper procedures required by those honoring the card. Your Account may also be used to obtain Cash Advances.

- (a) By receiving cash or credit from financial institutions that accept a Visa Credit Card.
- (b) By making cash withdrawals with a Card at an ATM or other type of electronic terminal that provides access to the Visa system; or
- (c) By transferring to Your Account a balance from another credit card or account.

**3. Responsibility.** You agree to pay all Advances, Interest Charges and other fees or charges charged to Your Account arising from the use of a Card, or the Account, by You or anyone You authorize or permit to use Your Account, or a Card, even if You do not notify us that others are using Your Account or a Card. Your responsibility for charges made by anyone You authorize or permit to use Your Account or Card continues until You notify us in writing at 5000 Louise Drive, P. O. Box 40, Mechanicsburg, PA 17055, and recover and destroy any Card in such person's possession. Your obligation to pay the Account balance



**MEMBERS 1<sup>st</sup>**  
FEDERAL CREDIT UNION

4. **Liability for Unauthorized Use.** You understand that Your total liability to us shall not exceed fifty dollars (\$50) resulting from the loss, theft or other unauthorized use of a Card that occurs prior to the time You give notice to us provided that: You (a) provide timely notification of the loss, (b) agree to assist us in connection with any investigation we perform in connection with unauthorized use of the Card, and (c) complete such necessary documentation as per our request.
5. **Lost Card Notification.** If You believe a Card has been lost or stolen, You must immediately call us at 1(833) 269-2621.
6. **Credit Line.** If we approve Your application, we will establish a Line of Credit for You and notify You of its amount when we issue a Card. This amount is the credit limit for the Account. Unless You have agreed to over limit services, You also agree not to let the Account balance exceed this approved credit limit. Each payment You make on the Account will restore Your credit limit by the amount of the payment that is applied to the principal balance owed on the Account. You may request an increase in Your credit limit, which must be approved by us in our sole discretion. We may increase Your credit limit at any time, and at our sole discretion, based on our evaluation of Your account status with only such notice as is required by applicable law. We may reduce Your credit limit or terminate this Agreement for any reasons not prohibited by applicable law, in our sole discretion, with only such notice as is required by applicable law. You consent to our decision to increase or not to increase Your credit limit, whether such decision is made in response to Your request, or whether unilaterally made by us. You may also terminate this Agreement at any time, but termination by either of us does not affect Your obligation to pay the Account balance. To terminate this Agreement, You must notify us in writing at 5000 Louise Drive, P. O. Box 40, Mechanicsburg, PA 17055, and recover and surrender to us the Card. The Card remains our property.
7. **Credit Information.** You authorize us to investigate Your credit worthiness when opening, renewing or reviewing Your Account, and You authorize us to disclose information regarding Your Account, including any negative information, if applicable, to credit reporting agencies and other creditors who inquire of us about Your credit standing. Members 1st Federal Credit Union utilizes a performance base lending policy that will determine Your Annual Percentage Rate on Your individual creditworthiness, which is outlined in Section 9, Interest Charge.
8. **Payments.** We will mail You a billing statement every month showing Your previous balance comprised of Purchases and Cash Advances, the current transactions on Your Account, Your credit limit, the available credit, the new balance, the Interest Charges for the billing cycle, and the minimum payment required. You may receive electronic statements and make payments by enrollment online at [Members1st.org](https://www.members1st.org). Each month You must pay at least the minimum payment shown on Your statement by the payment due date shown on the statement or no later than twenty-five (25) days from the statement closing date, whichever is later. If Your statement says Your payment is "Now Due," Your payment is due no later than twenty-five (25) days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the 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 will be either i) two percent (2%) of Your new**



**MEMBERS 1<sup>st</sup>**  
FEDERAL CREDIT UNION

Interest charges on cash advances, balance transfers and new purchases, provided that payments in excess of the minimum monthly payment will be allocated first to higher rate balances, as applicable. We may accept checks marked "payment in full", "accord and satisfaction" or with words of similar effect without losing any of our rights to collect the full balance of Your Account, and any such words will not be binding on us. Payments received at the address on Your billing statement by 5:00 PM Eastern Time on any business day will be credited to Your Account as of that date; payments received by mail at that address after 5:00PM Eastern Time on a weekend will be posted to Your Account as of the next business day. Payment crediting Your Account may be delayed up to five days if Your payment is received by mail at any other address or not accompanied by the remittance portion of Your Account statement.

#### 9. Interest Charge.

- **Annual Percentage Rate.** The Annual Percentage Rate is variable and is determined by adding together an index and a margin. The index is the Prime Rate published in the Money Rates table of the Wall Street Journal as of the last business day of each month and a margin. An increase or decrease in the index will cause a corresponding change in Your Annual Percentage Rate on the first day of Your next new billing cycle. To determine the monthly periodic rate, we divide the Annual Percentage Rate by 12. Changes to the Periodic Rate and Annual Percentage Rate will apply to the entire unpaid principal balance. The Annual Percentage Rate will not exceed 18.0% or the maximum allowed by law, whichever is greater. The monthly Periodic Rate is equal to one-twelfth of the APR.
- **Method A- Average Daily Balances (including New Cash Advances).** An Interest Charge will be imposed on all Cash Advances from the date made or the first day of the billing cycle in which the Cash Advance is posted to Your Account whichever is later, and will continue to accrue until the date of payment. The interest charge on Cash Advances for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by taking the beginning balance of Cash Advances on Your Account each day, and adding any new Cash Advances and subtracting any payments or credits that are applied to Cash Advances but excluding any unpaid Interest Charges.
- **Method G- Average Daily Balance (Including New Credit Purchases).** An Interest Charge will be imposed on Purchases only if You elect not to pay the entire new balance shown on Your monthly billing statement for the previous billing cycle on or before the payment due date of that statement. If You elect not to pay the entire new balance shown on Your previous monthly billing statement by the payment due date, an Interest Charge will be imposed on the unpaid average daily balance of Purchases from the previous statement closing date and on new purchases from the date of posting to Your Account during the current billing cycle and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire new balance is paid in full or until the date of payment if later than the payment due date. The Interest Charge on Purchase for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days





required payments by the date that it is due, resulting in a delinquency status of sixty (60) days or greater. You will be in Default if You break any promise You make under this Agreement or any other agreement You enter into with us related to the subject of this Agreement. You will be in Default if You die, file for bankruptcy, or become insolvent, that is, unable to pay Your obligations when they become due. You will be in Default if You make any false or misleading statements in any credit application or update of credit information. You will be in default if legal process, including a writ or order of attachment, levy or garnishment, is issued against any of Your property, including deposit and share accounts with us. You will also be in Default if something happens which we believe may substantially reduce Your ability to repay what You owe. When You are in default we can demand immediate payment of the entire amount You owe under this Agreement. If immediate payment is demanded, You will continue to pay interest, at the applicable interest rates in effect under this agreement, until what you owe has been repaid. We can also take appropriate action as authorized under the Uniform Commercial Code to repossess any and all collateral pledged to secure repayment under this Agreement. To the extent permitted by applicable law, You will also be required to pay our collection expenses, including court costs and reasonable attorneys' fees. We can also exercise any other rights given to us by law when You are in Default. If You become sixty (60) days or more delinquent, Default pricing will be initiated after the appropriate notification. Default pricing will convert all balances to an APR of 18.0% for a minimum period of six (6) months. The Default/Penalty APR will apply until You become current and make six consecutive minimum monthly payments. Should You the cardholder become delinquent again within that period a new six (6) month period will begin from that point in time forward. Afterward, without additional delinquency, Your account will revert to the previous (if applicable) performance base APR that shall be applied to the Account, which is outlined within the application and in Section 9, Interest Charge.

**11. Using the Card.** You may use the Card, Card Account number, expiration date, security code and/or PIN to make transactions on Your Account. You will not authorize anyone else to use Your personal Card (other than users You have authorized who have been added to the Account) and You will not transfer Your Card to anyone. **You agree that You will not use or permit anyone to use the Card issued on this Account for any transaction that is illegal under applicable federal, state or local law.** Without limiting the generality of the Default provisions contained elsewhere in this Agreement, You agree that illegal use of any financial service will be deemed an action of Default and/or breach of contract and such a service and/or other related services may be terminated at our discretion. **You further agree, should illegal use occur, to waive any right to sue us for such illegal use or any activity directly or indirectly related to it. Additionally, You agree to indemnify and hold us harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use. We reserve the right to decline any transactions and or block Your account for ongoing security and risk mitigation purposes that we consider fraudulent, questionable, suspicious, or illegal, as determined by us in our sole discretion, and You further understand that we will not knowingly authorize charges related to online gambling.**

**12. Returns and Adjustments.** Merchants and others who honor a Card may give credit or returns or adjustments, and they will do so by sending us a credit transaction receipt, which we will post to Your Account. If Your credits and payments exceed what You owe us, we will hold and apply this credit balance



**MEMBERS 1<sup>st</sup>**  
FEDERAL CREDIT UNION

selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date. On foreign transactions You agree to pay all currency exchange charges.

14. **Merchant Disputes.** We are not responsible for the refusal of any merchant or financial institution to honor a Card.
15. **Security Interest.** If You give the Credit Union a specific pledge of shares to secure Your Account by signing a separate pledge of shares, You grant Us a security interest in such pledged shares. 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 acknowledge and agree that Your pledge does not apply during any periods when You are a covered borrower under the Military Lending Act. For clarity, under the Military Lending Act, You will not be deemed within a period when Your pledge will apply, if: (i) You Established Your credit card Account when You were not a covered borrower; or (ii) You cease to be a covered borrower.
16. **Fees and Other Charges.** In addition to the periodic rate, additional fees may be imposed on Your Account, the fee amounts and explanations are disclosed on the Account Opening disclosure, which accompanies this Agreement, and is incorporated here in as if set forth in full.
17. **Paid Ahead Options.** We may allow You, from time to time, to omit a monthly payment. We will notify You on Your monthly statement when the option is available. If You omit a payment, Interest Charges will accrue on Your balance in accordance with this agreement. A Paid Ahead option does not extend the period within which You must pay the new balance in order to completely avoid interest charges on purchases. A minimum payment will be due in the month following the month in which You omit Your payment. Depending on Your previous payment size Paid Ahead could be active for a total of two (2) weeks additional payment cycles before requiring another minimum payment amount.
18. **Effective Agreement.** This Agreement is a contract which applies to all transactions on Your Account, even though the receipts You sign or receive for Purchases, Credits, Cash Advances or other transactions may contain different terms. We may amend this Agreement from time to time by sending You written notice. As required by applicable law, we will give You written notice before the effective date of the amendment. To the extent applicable law permits, and as we indicate in our notice to You, amendments will apply to Your new Account balances not existing balances prior to the effective date of the amendment.
19. **Choice of Law.** This Agreement shall be construed in accordance with the applicable laws of the Commonwealth of Pennsylvania and applicable federal laws.
20. **Dispute Resolution and Jury Trial Waiver.** Any controversy, dispute or claim ("Claim") arising out of or relating to this Agreement, Your account, and/or the relationships of the parties hereto shall be exclusively resolved by the Court of Common Pleas located in Cumberland County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO HAVE A JURY DECIDE THEIR CASE. HOWEVER,**



**MEMBERS 1<sup>st</sup>**  
FEDERAL CREDIT UNION

including an attorney's fees, shall be borne by the non-prevailing party, unless otherwise required by law.

This mandatory dispute resolution provision shall survive the closing of Your Account and the termination of this Agreement.

*Rev 9/2019*

## YOUR CREDIT CARD 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: Members 1st Federal Credit Union, Card Services Group, P.O. Box 40, Mechanicsburg PA 17055-4899. 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 sixty (60) days after the error appeared on your statement.
- At least four (4) business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

### What Will Happen After We Received Your Letter.

When we receive your letter, we must do two things:

1. Within thirty (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 ninety (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.



**MEMBERS 1<sup>st</sup>**  
FEDERAL CREDIT UNION

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 ten (10) days telling us that you still refused 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 fifty dollars (\$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 fifty dollars (\$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 that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

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