

**VISA CREDIT CARD AGREEMENT AND FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**

In the following Visa Credit Card Agreement and Federal Truth-in-Lending Disclosure Statement (“Agreement”), the words “I,” “me,” “mine,” “my,” “us,” “they,” “their,” and “our” mean each and all of those who apply for or use a Digital Federal Credit Union (DCU) Visa Card(s) whether Prime Owner, Co-Borrower, or other authorized user. The words “you,” “your,” and “yours” mean DCU. “Card” means Visa Platinum, or Visa Platinum Rewards issued to me and any duplicates you may issue. “Account” means my Visa Credit Card Account with you. “Statement” means my Visa Monthly Statement of activity and payment information. "Letter" means the Visa Credit Card Approval Letter that is sent once a Visa is approved and is incorporated herein by reference. This account is subject to the *Visa Additional Federal Disclosure Table & Schedule of Fees and Service Charges* also incorporated herein by reference. I agree to its terms and conditions as well as the following terms and conditions and any amendments thereto, by requesting and receiving, signing, using, or permitting others to use the Visa Card(s) and/or Account issued to me by DCU.

**PAYMENT**

I promise to repay you in United States dollars at your office, or at the address indicated on my Statement, all sums advanced to me or any person I permit to use this account as well as any applicable FINANCE CHARGE, fee, or service charge in accordance with the terms and at the rates set forth herein. Payments will be credited to my DCU balance upon receipt. I will allow one business day for payments to be reflected in my available balance with Visa.

**ANNUAL PERCENTAGE RATE (APR)**

The APR used to calculate the FINANCE CHARGE when applicable on DCU's Visa Credit Card Accounts is a variable rate. The APR for my Visa Credit Card Account was stated in the Letter and was based in part on my personal credit history.

**PERIODIC FINANCE CHARGE**

FINANCE CHARGE begins to accrue from the date the transaction is posted to my Account. The FINANCE CHARGE is calculated (and stored) each day during the billing cycle by taking the beginning day’s balance and multiplying it by the Periodic Rate divided by 365. The total FINANCE CHARGE for the Billing Cycle is the sum of all stored FINANCE CHARGES for that cycle. No FINANCE Charge will be imposed on new purchases which appear for the first time during the Billing Cycle if the entire Previous Statement Balance (including unpaid FINANCE CHARGE) is paid in full by the payment Due Date and there is no new cash advance activity. Cash Advances will incur a daily FINANCE CHARGE for each day the Cash Advance balance remains on the account. You define Cash Advance in this disclosure under ACCESSING THE ACCOUNT.

FINANCE CHARGE is calculated using the balance as of the beginning of each day in the Billing Cycle. While transactions actually posted to my account on the Billing Cycle Close Date will be included in the Balances and other Totals at the bottom of each statement, they will not have been used in the calculation of

that cycle’s FINANCE CHARGE as the beginning balance for that day would have already been determined.

Average Daily Balance: Although the FINANCE CHARGE is calculated daily, the Average Daily Balance is provided on my statement for reference. The Average Daily Balance is the total FINANCE CHARGE for the cycle divided by the number of days in the cycle divided by the Periodic Rate. The Periodic Rate is APR divided by 365. I understand there may be minor variations due to rounding.

**MILITARY LENDING ACT DISCLOSURE**

For extensions of Consumer Credit to Covered Borrowers, as those terms are defined within the Military Lending Act regulations under 12 USC 232, Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To hear this disclosure and a description of you payment obligation, please contact DCU toll free at 800.328.8797, weekdays from 8:00 am to 9:00 pm and Saturdays from 9:00 am to 3:00 pm, Eastern time.

**MINIMUM PAYMENT**

I must pay at least the “Required Payment Due” by the payment “Due Date” shown on my Statement. The “Required Payment Due” includes the Minimum Payment Due, Past Due amounts, any outstanding fees, and any amount in excess of my Credit Limit, as applicable. I may pay more than the Required Payment Due, pay more frequently or pay the Previous Balance which includes any FINANCE CHARGE due, and by doing so will reduce my FINANCE CHARGE. Information regarding my Minimum Payment Due is stated in the Disclosure Table.

**APPLICATION OF PAYMENTS**

I understand that any Payment received is applied in the following order as applicable: (1) Miscellaneous and Late Fees, (2) all unpaid FINANCE CHARGE, (3) principal. Principal is reduced in the following order:

- Purchase balance as of last statement
- Cash advance balance as of last statement
- Purchase this cycle
- Cash advances this cycle

Payments received that are in excess of the required minimum will be applied to balances in descending rate order as applicable. If all principal balances have the same rate, the payment is applied to those balances that are in-grace first (e.g. new Purchases), then to non-grace balances (e.g. Cash Advance/Other Debit balances).

**LATE CHARGE**

A Late Charge will be assessed on my Account if my “Required Payment Due” is not received by you at the address on the front of my Statement by the payment “Due Date.” The “Required

Payment Due” will include the Minimum Payment Due, Past Due Amounts, any Fees and Late Charges, and any amount in excess of my Credit Limit.

**OTHER FEES**

Additional fees, as stated in your *Schedule of Fees and Service Charges*, may apply.

**CREDIT LIMIT**

You established a Credit Limit for me. This was stated in my Letter. I agree not to let the unpaid balance exceed this Credit Limit. I agree to advise you of any change in my financial condition which may affect my creditworthiness. I agree that I will update the credit information I have provided you, from time to time, on your request. I may request an increase in my Credit Limit with the understanding that Credit Limit increases must be approved by you.

**PURCHASES, ADVANCES, AND LIMITATIONS**

I may make purchases and request advances in accordance with the current loan policies up to my Credit Limit. I understand and agree that all purchases, advances, and other transactions requested by me are subject to your authorization and/or approval and that, for security reasons you may limit the number of these transactions authorized daily. If circumstances beyond your reasonable control (such as the electronic authorization system being “down”) prevent authorization from being obtained, I understand that approval may be based on an adjusted Credit Limit, not to exceed my actual available Credit Limit.

**ACCESSING THE ACCOUNT**

I may authorize a purchase by presenting my Card or Card Number to a participating VISA plan merchant. Authorized Cash Advances, for purpose of this disclosure and reflected on my Statement as such, would be transactions by any of the following methods: presenting my Card or Card Number to you or another financial institution and signing or authorizing a cash advance draft; my properly completing a VISA draft; using my Personal Identification Number (PIN) in conjunction with my Card at an Automated Teller Machine (ATM) or other type of electronic terminal that provides access to the VISA system; transferring or withdrawing funds directly from my DCU Visa Account through Online Banking, your home banking system; authorizing a Balance Transfer whether via your home banking system, in-person at a branch location, or over the phone via your Call Center; or, having previously authorized your advancing of funds from this Account to clear the amount of any overdraft on my DCU Checking Account up to my available Credit Limit, in such increments as you may determine, and without any advance notice to me.

My Card and/or Account may not be used for any illegal activity or transaction. Further, I may not utilize my Card and/or Account for the purchase of any goods or services on the Internet that involves gambling of any sort. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted on an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved

and processed, I will still be responsible for such charges.

**ELECTRONIC FUNDS TRANSFER**

In the event that the use of my Card or Account Number constitutes an electronic funds transfer, the terms and conditions of the “*Electronic Services Disclosure and Agreements*” I received from you will govern such transactions to the extent that it expands or amends this Agreement.

**PREPAYMENT OR IRREGULAR PAYMENTS**

Although I must pay the Total Minimum Payment Due, I understand that I have the right to make additional payments at any time without penalty. I also understand I will only be charged a FINANCE CHARGE to the date I repay my entire loan. I may make larger payments without penalty and this may reduce the total amount of FINANCE CHARGE I will repay. Any partial payment that (a) delays or (b) accelerates the repayment of my unpaid balance will (a) increase or (b) decrease my FINANCE CHARGE.

**DEFAULT**

I may be considered to be in default if (a) I do not pay the Total Minimum Payment Due on time, (b) my share account(s) is seized or attached by legal process and I have authorized you to automatically transfer payments from such account(s) to my VISA account, (c) I exceed my Credit Limit, (d) I fail to adhere to any of the terms of this Agreement, (e) my creditworthiness is impaired, (f) I die, become insolvent or I am the subject of bankruptcy or receivership proceedings, (g) I am in default on any other loan(s) with you, or (h) I have made any misrepresentation in connection with the loan application and/or this Agreement. If I am in default, you may terminate this Agreement, terminate any accumulated points (if applicable), and demand immediate payment of my entire loan. I understand that FINANCE CHARGES, Late Charges and other fees (if any) permitted under this Agreement will continue to accrue until I repay my entire loan. I also agree to pay your collection costs, reasonable attorney's fees, and court costs should they become necessary. If I am in default at the time of reissue of my Card(s), you will not reissue my Card(s).

**TERMINATION**

You may terminate this Agreement upon adverse re-evaluation of my creditworthiness or my default. By giving written notice, either you or I may terminate this Agreement for other good cause. In addition, you may suspend credit privileges or reduce my credit limit upon adverse re-evaluation of my creditworthiness. Written requests to remove a borrower's right to obtain advances or make purchases under this Agreement will permanently close the account to any further advances or purchases. I must write you at: DCU, Attn: Card Services, 220 Donald Lynch Blvd., PO Box 9130,Marlborough, MA 01752-9130. In no event will any termination relieve me of my obligation to repay sums already borrowed, Late Charges, Fees and Late Charges, collection costs, reasonable attorney's fees, court costs, and FINANCE CHARGE.

**CHANGE OF NAME, ADDRESS, EMPLOYMENT, OR CREDITWORTHINESS**

I agree to notify you of any change in my name, address, employment, or creditworthiness.

**LATE PAYMENTS AND INCREASE TO APR**

If I fail to pay at least the total “Minimum Payment Due” by the payment “Due Date” my payment will be considered late and I may be considered in default. If my payment is considered 60 days late at any time, I understand the Annual Percentage Rate (APR) used in calculating the FINANCE CHARGE, will be changed to that stated in the enclosed Disclosure Table. The adjusted rate will be effective as of the date stated in the notice which you will send me no later than 45-days prior to implementing the change and will remain in effect indefinitely unless the first six (6) payments due after the application of the Penalty Rate are made on time, in which case the rate will be restored to that which was in effect prior to the Penalty Rate being applied. If at anytime you consider my account in default, I understand you may demand full payment and return of my Card(s). I also agree to pay outstanding Fees, collection costs, reasonable attorney fees, and court costs as applicable.

**RESPONSIBILITY**

I agree to repay you according to the terms of this Agreement for all purchases, advances, FINANCE CHARGES, Fees and Late Charges, and collection costs arising from the use of the Account by me or any other person I permit to use my Account even if that person exceeds my permission. Any person using the Account is jointly and severally responsible with me.

**CHANGE IN TERMS**

This agreement is the contract which applies to all transactions on my Account even though the sales, cash advance, credit, or other slips I sign or receive may contain different terms. I understand that you may amend, modify, add to, or delete from this Agreement any of the terms and conditions including the method of application and the amount of FINANCE CHARGE, effective as to any subsequent advance, by mailing a notice of the change to me at my last known address. I also understand that any such notice will be mailed at least forty-five (45) days prior to the effective date of the change as required by Federal or other law. Notice of the change in terms is required, but may be sent as late as the effective date of the change where the change has been agreed to in writing by me.

**SURRENDER OF CARD(S)**

The Card(s) remains your property and I agree to surrender the Card to you upon request. You may cancel, modify, or restrict the use of the Card and/or Account with or without notice: if my Account is in default, if you are aware that I have violated any term of this or any other DCU Disclosure or Account Agreement whether or not you suffer a loss, or when necessary to maintain or restore the security of my Account(s) which you may choose to do, for example, if my Card remains inactive in excess of twelve months and there is no outstanding balance.

**LOST OR STOLEN CARD(S) AND UNAUTHORIZED USE**

I agree to notify you within 48 hours if I believe my Card(s) has been lost or stolen. To report a lost or stolen Card(s), or the unauthorized use of my Card(s), Account Number, Personal Identification Number (PIN), or any combination of the three, I must call you at: 800.328.8797, or write you at: DCU, Attn: Card Services, 220 Donald Lynch Blvd., PO Box 9130,



Marlborough, MA 01752-9130. I may be liable for the unauthorized use of my Account. I will not be liable for unauthorized use that occurs after I notify you by phone or when you receive my written notification at the above address. In any case, my liability for unauthorized use will not exceed \$50.00. However, in accordance with Visa International, Inc. Operating Rules and Regulations, my liability for fraudulent transactions resulting from the use of a lost/stolen Card will be \$0.

TRANSACTION SLIPS

My Statement will identify the merchant, electronic terminal, or financial institution at which transactions were made but sales, cash advances, credit, or other slips cannot be returned with the Statement. I will retain the slips furnished at the time of transaction in order to verify my Statement activity. You may charge a Duplicate Copy fee for any photostatic copies of slips I request.

CREDIT INFORMATION

I authorize you to investigate my credit standing when opening, renewing, or reviewing my Account and I authorize you to disclose information regarding my Account to others who inquire of you about my credit standing to the extent authorized by law.

PLAN MERCHANT DISPUTES

You are not responsible for the refusal of any plan merchant or financial institution to honor my Card. You are subject to claims and defenses (other than tort claims) arising out of goods or services I purchase with the Card, only if I have made a good faith attempt but have been unable to obtain satisfaction from the plan merchant, and (a) my purchase was made in response to an advertisement you sent or participated in sending me; or (b) my purchase cost more than \$50 and was made from a plan merchant in my state or within 100 miles of my current mailing address. I must resolve any other dispute directly with the plan merchant.

FOREIGN TRANSACTIONS

Purchase and Cash Advances I make in foreign countries and in foreign currencies will be billed to me in U.S. dollars. The exchange rate between transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or the government-mandated rate in effect for the applicable central processing date.

PAYMENTS MARKED “PAID IN FULL”

You may accept checks or other types of payment which are marked “payment in full” or use other language to indicate full satisfaction of any indebtedness, without being bound by such language or waiving any rights under this Agreement. Full satisfaction of indebtedness shall be accepted by you only in a written agreement, signed by an authorized representative.

RETURNS AND ADJUSTMENTS

Merchants and others who honor my Card may give credit for returns or adjustments, and they will do so by transmitting a

credit to my Account. If this credit exceeds my outstanding balance, any residual will be transferred to my share account.

DELAY IN ENFORCEMENT

You can delay enforcing any of your rights under this Agreement without losing them.

GOVERNING LAW

I understand and agree that this Agreement is made in Massachusetts and shall be governed by the Laws of the

Commonwealth of Massachusetts to the extent that Massachusetts law is not inconsistent with controlling federal law. I also understand that Massachusetts' choice of law rules shall not be applied if they would result in the application of non-Massachusetts law.

INTEGRATED DOCUMENT(S)

Any separate sheet of paper labeled “Additional Federal Disclosure” which is delivered with or separate from this document is an integrated part of this Agreement and is incorporated by this reference.

ADDITIONAL TERM APPLICABLE TO VISA CHECKS

Check Uses: I can use my Visa Checks (“Checks”) to purchase goods and services or to obtain cash up to the amount of my Credit Limit. Use of my Checks is a cash advance on my Visa Account.

Limitations: You are not required to honor a Check that will cause me to exceed my Credit Limit. You will not pay a Check if at the time the Check is presented, I am in default or you have suspended, terminated, or canceled my Account. Each Check must be in the form you have issued to me. Checks may be used only by the person(s) whose name(s) is printed on the Checks. I am responsible for all authorized use of my Checks. I may not use my Checks to pay any amount which I owe you under my Account.

Periodic Statements: My Statement will show me an itemization of the Checks posted to my Account during the billing cycle. Checks paid by you will not be returned to me with my Statement.

Returned Check Fee: You will charge a fee per returned Check which will be billed to my Account, if my Check(s) cannot be paid.

Stop Payment: Provided such request is timely, so that you shall have a reasonable opportunity to act upon it under your rules, I may order a Stop Payment on a Check drawn on my Account, other than one that has been guaranteed. You may, but shall not be obligated to, receive such order orally. In such event, the order shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written stop payment orders will remain in effect only six (6) months unless renewed in writing. I have the burden of establishing the fact and amount of loss resulting from payment contrary to a bind-

ing stop payment. You will charge a fee when I place a Stop Payment on my check(s) which will be billed to my Account.

Surrender of Visa Checks: Checks are your property. You reserve the right to revoke them at any time. I agree to return them at your request.

COPY RECEIVED

I acknowledge receipt of this copy of your “Visa Credit Card Agreement and Federal Truth-in-Lending Disclosure Statement” and accept and agree to its terms and conditions.

NOTICE

See the statement below for important information regarding my right to dispute billing errors.

MY BILLING RIGHTS (KEEP THIS NOTICE FOR FUTURE REFERENCE)

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

NOTIFICATION IN CASE OF ERRORS OR QUESTIONS ABOUT MY STATEMENT

If I think my Statement is wrong, or if I need more information about a transaction on my Statement, I must write you on a separate sheet at: DCU, Attn: Card Services, 220 Donald Lynch Blvd., PO Box 9130, Marlborough, MA 01752-9130.

I must write as soon as possible. You must receive notification from me no later than sixty (60) days after you send me the FIRST Statement on which the problem or error appeared. I may telephone you but doing so WILL NOT preserve my rights. In my letter, I must:

- 1. Tell you my name and account number;
- 2. Reference the dollar amount of the suspected error; and,
- 3. Describe the error or the transaction and explain as clearly as I can why I believe it is an error or why I need more information.

If I have authorized you to make my Credit Card payment automatically from my Savings or Checking Account, I can stop the payment on any amount I think is wrong. To stop the payment, I must write you at: Digital Federal Credit Union, Attn: Loan Servicing, 220 Donald Lynch Blvd., PO Box 9130, Marlborough, MA 01752-9130. You must RECEIVE my letter no later than three (3) business days before the automatic payment is scheduled to occur.

MY RIGHTS AND YOUR RESPONSIBILITIES AFTER YOU RECEIVE MY WRITTEN NOTICE

You must acknowledge my letter within thirty (30) days, unless you have corrected the error within that time. Within ninety (90) days, you must either correct the error or explain why you believe the Statement was correct. After you receive my letter and during your investigation, you cannot try to collect any amount I question or report me as delinquent for my failure to pay this amount. You can continue

to send me a Statement for the amount I question, including any FINANCE CHARGES and you can apply any unpaid amount against my credit limit. I do not have to pay the amount in question while you are investigating but am still obligated to pay the portion(s) of my Statement that are not in question.

If you find that you made an error, I will not have to pay any FINANCE CHARGE related to any questioned amount. If you did not make an error, I may have to pay applicable FINANCE CHARGES and I will have to make up any missed payments on the questioned amount. In either case, you will send me a Statement showing the amount I owe and the date that it is due. If I then fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within ten (10) days telling you that I refuse to pay, you must make everyone that you report to aware that I have questioned your Statement and you must tell me the name of anyone you report to. Further, you must notify anyone that you report to upon resolution of this matter.

If you do not follow these rules, you cannot collect the first \$50 of the questioned amount, even if my Statement was correct.

SPECIAL RULES FOR CARD PURCHASES

If I have a problem with the quality of property or services purchased with my Credit Card, and I have tried in good faith to correct the problem with the merchant, I may have the right to not pay the remaining amount due on that property or service provided (a) I made the purchase in my home state or within 100 miles of my current mailing address; and (b) the purchase was for more than \$50.

These limitations do not apply if you own or operate the merchant, or if you mailed the advertisement for the property or services.

SEVERABILITY


If any provision of this Agreement is found to be unlawful or unenforceable, that provision shall be deleted from this Agreement and the remaining provisions shall remain in full force and effect.

*Effective January 2019*



VISA® CREDIT CARD AGREEMENT AND FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

IMPORTANT DOCUMENT PLEASE KEEP FOR YOUR RECORDS

  
220 Donald Lynch Blvd • PO Box 9130  
Marlborough, MA 01752-9130  
800.328.8797  
dcu.org • dcu@dcu.org  
TTY: 800.395.5146 (For Hearing Impaired Only)

**- Additional Federal Disclosure Table -**

<b>Annual Percentage Rate (APR) for Purchases, Balance Transfers, and Cash Advances</b>	<p><b>DCU Visa: 9.25% to 18.00%</b> when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on Prime Rate*.</p> <p><b>DCU Rewards Visa: 12.00% to 18.00%</b> when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on Prime Rate*.</p> <p><b>DCU Secured Visa: 12.25%</b> After that, your APR will vary based on Prime Rate*.</p>
<p><b>Penalty APR (delinquency) and When It Applies</b></p> <p><b>How Long Will the Penalty APR Apply?</b></p>	<p><b>18.00%</b> This APR may be applied to your account if you make a late payment.</p> <p>If your APR is increased for this reason, the Penalty APR will apply until you have made six consecutive payments (minimum or higher) when due, beginning with the first payment due following the effective date of the change.</p>
<b>How to Avoid Paying Interest on Purchases</b>	<p>Your due date is approximately 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.</p>
<b>Minimum Interest Charge</b>	<p>None</p>
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<p>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></p>
<b>Fees</b>	
<b>Annual Fee</b>	<p>None</p>
<p><b>Minimum Finance Charge:</b></p> <ul style="list-style-type: none"> <li>• Balance Transfer</li> <li>• Cash Advance</li> <li>• Foreign Currency Transaction</li> </ul>	<p>None None None</p>
<p><b>Penalty Fees:</b></p> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Overlimit</li> </ul>	<p>Up to \$35.00 per occurrence None</p>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)".

\* The Prime Rate used to determine your APR is the Prime Rate as published in the Wall Street Journal at the end of the month immediately preceding the start of each billing cycle.

The above information is current as of June 13, 2022, and is subject to change after that date. Please contact us at any branch, by emailing us at [dcu@dcu.org](mailto:dcu@dcu.org) or by calling 800.328.8797 if you wish to ascertain what changes, if any, have been made to the Credit Union's Visa credit card program since that date. (See also DCU's *Visa Credit Card Agreement and Federal Truth in Lending Disclosure Statement*).