

This Credit Card Account Agreement (this “**Agreement**”) contains the terms of your **Self-Help Credit Union Credit Card** and starts as soon as you sign or use the card. The **Credit Card Account Opening Disclosure** is incorporated into this document and is a part of this Agreement.

Your “**Card**” is the physical card, the account number, or any device (including a check) that can be used to access your credit card account. In this Agreement, the words “**Credit Union**,” “**we**,” “**us**” and “**our**” mean Self-Help Credit Union; the words “**you**” or “**your**” or “**Cardholder**” mean you, as the cardholder, and also anyone else who is an authorized user of your card.

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**Borrower’s  
Name:** \_\_\_\_\_

**Co-  
Borrower’s  
Name:** \_\_\_\_\_

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**Using Your  
Card**

You may use your card for purchases, cash advances or balance transfers. Each type of charge will have its own balance. Each balance may have a separate interest rate.

“**Credit Limit**” means the total amount that you can charge to your credit card account. The Credit Union sets your Credit Limit and may change your Credit Limit at any time. If you attempt a transaction that would cause your balance to exceed your Credit Limit, the Credit Union has the right to deny the transaction.

**Personal Identification Number (“PIN”):** The Credit Union will give you a PIN that you can use to access your account and for cash advances from your Card account at ATMs and other electronic terminals. You agree that you will not share your PIN with any other person, or carry your PIN with your Card or near your Card. You understand that you should memorize your PIN.

**Daily Limits:** *Please refer to you Credit card Account Opening Disclosure*

**Authorized Users:** You may request a Card for an authorized user in the name of a person identified by you. We may request information about the person to whom you want us to issue the Card and we reserve the right to deny your request for an Authorized User Card. You are responsible for all transactions made by an Authorized User. You have the right to revoke an Authorized User at any time either by notifying your local branch or by calling 1-888-241-2510 (Mastercard cardholders), 1-800-528-2273 (Visa cardholders).

**Foreign Currency Transactions:** Foreign currency transactions will be converted by Visa or Mastercard depending on which card is associated with your account, using a conversion rate that Visa or Mastercard determines. Visa and Mastercard charge a 1% fee for foreign currency transactions, which you agree to pay. The fee is applied after converting the transaction currency into U.S. dollars. Two separate entries will appear on your statement, one for the foreign currency transaction and one for the foreign transaction fee. For more information on Mastercard or Visa conversion rates on foreign currency transactions, visit their currency conversion website tools at <https://www.Mastercard.com/global/currencyconversion/index.html> or <https://usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html/>

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**Costs**

You agree to the rates and charges and methods of computation set forth in this document and in your **Credit Card Account Opening Disclosure**.

**How We Determine the Amount of Interest Charges.** The Credit Union calculates the interest charges on your account by applying the Daily Periodic Rate to the “average daily balance” of your account, including current transactions and multiplying the result by the number of days in the billing cycle. To calculate the “average daily balance,” we take the beginning balance of your account each day, add any new purchases and cash advances, and subtract any payments, credits, and unpaid interest charges. The resulting total is the daily balance. We then add together all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This amount is your “average daily balance.”

Your **Annual Percentage Rate (APR)** is variable; it will increase and decrease with the Prime Rate published in the Money Rate column of The Wall Street Journal. To determine your APR, we add an additional amount, called a Margin, to the Prime Rate. Your APR is the same for purchases, cash advances and balance transfers. The Daily Periodic Rate is 1/365 of the APR. If the Prime Rate should change, then your APR and Daily Periodic Rate will change and the new rate will take effect on the first day of the first or second billing cycle after the change in the Prime Rate. We may conduct periodic reviews of your creditworthiness, which may result in an increase or decrease in your Margin. The Margin in effect at the time you open your credit card account is set forth on your **Credit Card Account Opening Disclosure**.

<b>Charges and Fees:</b>	APR for Purchases, Cash Advances and Balance Transfers: <b>Please refer to your Credit Card Account Opening Disclosure</b>	
	Foreign Currency Transaction Fee:	1%
	Late Payment Fee:	5% of the minimum payment due, not to exceed \$20.00
	Returned Payment Fee	\$25
	Pay-by-Phone Fee (if paying with a debit card or credit card):	\$10
	Card Replacement Fee:	\$8
	PIN Replacement Fee:	\$5
	Statement Copy:	\$5

**Payments and Periodic Statements**

**Periodic Statements:** A statement will be mailed to you after the last day of each month in which there was a balance or activity on your Account. We reserve the right to stop periodic statements if your Account is inactive. Notify the Credit Union immediately of any charge or item which you believe to be incorrect or subject to dispute. If we do not receive written notice from you of an incorrect or disputed charge within 60 days of the statement mail date, then all charges and items on your monthly statement will be considered to be correct; please refer to YOUR BILLING RIGHTS, for information on how to prepare the written notification.

**Payments:** If you choose to pay less than the total new balance as shown on your monthly statement, then you must make a minimum payment. The minimum payment is 2.5% of your total new balance or \$25, whichever is greater. Payments above the Minimum Payment due will be applied first to higher interest rate balances and then to lower interest rate balances. Payments received at a branch office by 5 pm EST Monday through Friday will be credited the same business day. Payments received electronically through an optional payment service, including through online banking, will be credited based on the terms presented during use of the service. Payments made by phone on a business day will be credited the same day if made before 5 pm EST.

**Late Charges:** A late charge of 5% of the minimum payment due, up to \$20, will be added to your Account balance if you fail to make a payment equal to or greater than the Minimum Payment shown on your monthly statement on or before the Payment Due Date shown on that monthly statement. You will have to pay the late charge only once for each late payment. Any payment you make will be treated as being your oldest payment due.

**Changes**

We can change some of your rates and terms in accordance with the law. This table shows some of the possible changes. You will receive a written notice that will explain how the changes will apply. You cannot change the terms of this agreement.

Type of change	What may trigger the change	Advance notice you will receive
Interest rate increase on new charges	In the first year, if prime rate changes; after that, any reason	For prime rate changes, no notice; Otherwise, 45 days
Interest rate increase on existing balances	Prime rate changes	No notice required
Increase or decrease to your Credit Limit	Any reason	None
Some fees and other terms	Any reason	Up to 45 days for certain fee and minimum payment changes

**You are responsible for the following:**

- You agree not to use the Card if such use would cause your balance to exceed your Credit Limit.
- You agree to pay immediately upon demand any amount in excess of the Credit Limit.
- You are responsible for all transactions and cash advances made using your Card, by you, any Authorized User or any other person you allow to use your Card
- You agree to notify us IMMEDIATELY if you believe your Card has been lost or stolen or if someone has used or may use your Card without your permission, by contacting your local branch or by calling 1-888-241-2510 (Mastercard cardholders) or 1-800-528-2273 (Visa cardholders).
- You agree to cooperate with us in our investigation of any possible unauthorized use of your Card.
- You will not authorize anyone else to use your personal Card and you will not transfer your Card to anyone.
- You will not use your Card in an illegal transaction or in connection with an internet gambling transaction.
- You will take reasonable steps to protect the security and confidentiality of the PIN for your Card.

**Additional Information:**

**Ownership, Termination and Expiration:** The Credit Union may, at any time, suspend your Credit Card account and your ability to use your Card, for any reason allowed by law, such as if we suspect fraud or suspicious activity, or for security reasons. The Card remains the property of the Credit Union at all times. We may, at any time and for any reason, terminate a Card and your use of the Card and may request the Card to be surrendered. Your Card will expire on the expiration date on the Card. Upon termination or expiration, we may stop accepting transactions from the Card and we may decline to authorize a transaction with the Card. You remain responsible for any use of your Card even after the Card terminates or expires. You agree not to use or attempt to use any expired or revoked Card to obtain credit.

**Refusal to Honor Card:** The Credit Union has no liability or responsibility if any merchant refuses to honor the Card.

**Consumer Reporting Agencies:** The Credit Union may report information about your Account to consumer reporting agencies. Late payments, missed payments, or other defaults under this Agreement may be reflected on your credit report. We may also access your credit report for any permissible purpose under the Fair Credit Reporting Act, including periodic reviews of your creditworthiness, collections, and future credit line increases

**Events of Default:** At the Credit Union's option, all amounts due from you to the Credit Union will become immediately due and payable if any of the following circumstances apply: (a) default by the Cardholder in making any payment when due and payable, (b) default by the Cardholder under any provision of this Agreement, (c) the Cardholder's death or becoming insolvent or making an assignment for the benefit of creditors, (d) a petition being filed or any other proceeding being commenced under the Federal Bankruptcy Act or any state insolvency statute by or against the Cardholder, or (e) a receiver being appointed for, or a writ or order of attachment, levy or garnishment being issued against the Cardholder or any of the Cardholder's property, assets or income. To the extent permitted by law, you agree to pay attorney's fees and collection costs we incur in collecting amounts you owe us and enforcing our rights under this Agreement.

**Refunds and Merchant Disputes:** If you are entitled to a refund or credit for any reason, you agree to accept a credit to your Card instead of a cash refund, if the merchant does not provide cash refunds. You will settle all disputes about purchases you make using your Card with the merchant who honored the Card. We are not responsible for the delivery, quality, safety, legality or other aspect of goods or services that you purchase from others with the Card.

**Liability for Unauthorized Use:** If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should notify us immediately by calling your local branch during normal business hours. After hours call 1-888-241-2510 (Mastercard cardholders) or 1-800-528-2273 (Visa cardholders). 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 you notify us. In any case, your liability will not exceed \$50.

**SECURITY INTEREST:**

**You voluntarily grant to the Credit Union, as a condition of your use of the Credit Card Account, a consensual security interest in the present and future deposits in any accounts that you have an ownership interest in at the Credit Union, except any accounts that would have an adverse tax consequence if pledged as collateral, such as an Individual Retirement Account (IRA) or a Health Savings Account (HSA). You acknowledge that the Credit Union has a statutory lien in your shares and dividends on deposit in all joint and individual accounts held with the Credit Union now and in**

the future, to the extent of any loan made and any charges payable. The statutory lien does not apply to shares in any Individual Retirement Account.

You grant to the Credit Union a security interest in the collateral securing loan(s), other than mortgages relating to your primary residence, that you have with the Credit Union, now and in the future, including any proceeds from the sale of such collateral and of insurance thereon, up to the unpaid balance of the loan.

**Enforcement of Security Interest:** You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on your Credit Card Account if you should default.

**PLEDGE OF SHARES: SHARE SECURED CARD ONLY:** By initialing in this box, you pledge to the Credit Union the accounts listed below to secure your Credit Card Account. You authorize the Credit Union to apply any share (deposit) balance in such accounts to pay any amount due under this Agreement if you are in default. [Once pledged, these shares are unavailable for withdrawal.]

Account No.: \_\_\_\_\_ Current Balance: \_\_\_\_\_ Initials: Borrower: \_\_\_\_\_ Co-Borrower: \_\_\_\_\_

Account No.: \_\_\_\_\_ Current Balance: \_\_\_\_\_ Initials: Borrower: \_\_\_\_\_ Co-Borrower: \_\_\_\_\_

Borrower's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Borrower's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE**

This section of the Agreement 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:  
Self-Help Credit Union  
P.O. Box 3619  
Durham, NC 27702  
Attn: Credit Card Services

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

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

**What Will Happen After We Receive Your Letter**

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

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

- If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

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**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*:

Self-Help Credit Union  
P.O. Box 3619  
Durham, NC 27702  
Attn: Credit Card Services

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.

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