



New Orleans Firemen's Federal Credit Union
 P.O.Box 689
 Metairie, LA 70004-0689
 (504)889-9090

Borrower: _____

Co-Borrower: _____

Date _____

CREDIT CARD AGREEMENT

In this Agreement the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; "Card" means the VISA credit card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means your VISA credit card line of credit account with the Credit Union, and "Credit Union" means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this agreement.

1. **BINDING ARBITRATION:** EXCEPT AS SPECIFICALLY PROVIDED IN OUR MEMBERSHIP AGREEMENT WITH YOU, WHICH IS INCORPORATED HEREIN BY REFERENCE, YOU ACKNOWLEDGE AND AGREE THAT THIS PLAN-AGREEMENT IS SUBJECT TO BINDING ARBITRATION; AND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION PURSUANT TO YOUR MEMBERSHIP AGREEMENT. THIS PROVISION SUBSTANTIALLY LIMITS OR AFFECTS YOUR RIGHTS, THEREFORE, YOU SHOULD READ IT CAREFULLY. IF YOU HAVE MISPLACED IT, ANOTHER COPY IS AVAILABLE TO YOU UPON REQUEST. NEITHER PARTY WILL HAVE A RIGHT TO HAVE A JURY DECIDE ANY CLAIM OR DISPUTE, AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER. FURTHER, NEITHER PARTY NOR ANYONE ON THEIR BEHALF CAN PURSUE A CLAIM OR DISPUTE IN A CLASS REPRESENTATIVE ACTION.
2. **Using Your Account.** If you are approved for an Account, the Credit Union will establish a line of credit for you and notify you of your credit limit. 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. Each payment you make to your account will restore your credit limit by the amount of the principal payment, unless you are over your credit limit. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union has the right to reduce your credit limit, refuse to make any advance and/or terminate your Account at any time for any reason not prohibited by law.
3. **Using the VISA Card.** You may use your Card to make purchases from merchants and others who accept VISA Cards. In Addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept VISA Cards, and from some automated teller machines (ATMs), such as the VISA ATM Network, that accept VISA Cards. (Not all ATMs accept VISA Cards.) To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your Card.
4. **Responsibility.** You agree to pay all charges (purchases and cash advances) 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 this is a Joint Account, Section 19 below also applies to your Account.
5. **Annual Percentage Rate and Finance Charges**
 - a. **Annual Percentage Rate.** ANNUAL PERCENTAGE RATE is the same for purchases, cash advances, and balance transfers. The ANNUAL PERCENTAGE RATE for VISA PLATINUM is 8.90%, 12.90% or 16.90%. The ANNUAL PERCENTAGE RATE for VISA PLATINUM REWARDS is 9.90%, 13.90%, or 17.90%. The ANNUAL PERCENTAGE RATE for VISA STEPPING STONES and VISA SECURED is 18.00%. Please refer to your VISA account opening disclosure for your specific rate.

•The ANNUAL PERCENTAGE RATE on VISA PLATINUM and VISA PLATINUM REWARDS may vary if a payment is received late twice in any six month period. In such circumstances we may increase the ANNUAL PERCENTAGE RATE on all balances incurred by this VISA credit card, including any debt now outstanding or any debt incurred in the future to 18.00%. Your account may again become eligible for a lower annual percentage rate after you have met the terms of this Credit Card Agreement for six consecutive months.
 For VISA STEPPING STONES and VISA SECURED, if a payment is received late twice in any six month period, your credit limit may be terminated

- b. **Finance Charge.** You have a 27 day grace (no finance charge) period on your purchase balance and for new purchases if you paid the Total New Balance on your last statement by the end of the grace period. You also have a 27 day grace period for new purchases if you did not have a purchase balance on your last statement. The grace period starts on the statement closing date. If you do not pay the Total New Balance by the end of the grace period, finance charge will be imposed on the unpaid purchase balance from the first day of the next billing cycle and on new purchases from the date they are posted to your Account. A finance charge is imposed on cash advances from the date they are posted to your Account.

To get the daily balance for purchases, new purchases are added to the day's beginning balance and payments and credits are subtracted; however, new purchases are not added if you paid the Total New Balance for purchases on your last statement by the end of the grace period or if you did not have a purchase balance on your last statement. Fees are not included in the calculation of the average daily balance. Finance charge will continue to accrue on your Account until what you owe under this Agreement is paid in full. Separate average daily balances are calculated for purchases and cash advances. The finance charge is calculated by multiplying the average daily balances by a monthly periodic rate, which is a ANNUAL PERCENTAGE RATE, that is stated on the application. To get each average daily balance, the daily balances for purchases and cash advances for the billing cycle are added and the totals are divided by the number of days in the cycle. To get the daily balance for cash advances, new cash advances are added to the days beginning balance and payments and credits are subtracted.

6. **Other Charges.** The following other charges (fees) will be added to your Account, as applicable:
 - a. **Return Payment Fee:** We will add a \$15.00 fee to the purchase balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission.
 - b. **Document Copy Fee:** You will be charged \$10.00 for each copy of a sales draft that you request (except when the request is made in connection with a billing error by the credit union).
 - c. **Late Payment Fee:** We will add a \$20.00 fee to the purchase balance for each billing period you fail to make the minimum payment by its due date.
 - d. **Returned NOFFCU Check/Stop Payment Fee:** In the event checks are issued on this account, we will add a \$18.00 fee to the cash advance balance when we decline to honor a NOFFCU check or when payment of a NOFFCU check is stopped at your request.
 - e. **Priority Shipping Fee:** For priority shipping requests we will charge a fee of \$25.00 per card number or PIN mailer which will be added to the purchase balance of your VISA loan.
 - f. **Replacement Card Fee:** For lost VISA cards, you will be charged a \$10.00 replacement fee per card which will be added to the purchase balance of your VISA loan.
7. **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 27 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 27 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you made extra or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 2.5% of your Total New Balance, or \$20.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

Signatures: You authorize your employer(s) and any other reference listed in this application to release and/or verify information to the Credit Union in order to determine your eligibility for a credit card. You understand that a consumer credit report may be requested in connection with this application and with any renewals, updates, or extensions of any new credit extended as a result of this application. The Credit Union is relying on what you have stated in this application and you acknowledge that what you have stated is true and correct and that you have provided a **COMPLETE** listing of all your debts and obligations.

Borrower _____ Date _____

Co-Borrower _____ Date _____

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 New Orleans Firemen's Federal Credit Union
P.O. Box 689
Metairie, LA 70004-0689

You may also contact us on the Web: www.noffcu.org

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 [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:

- 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.
- Within 90 days of receiving your letter, we must either correct the error or explain why we believe the bill was correct.

While we investigate whether or not there has been 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 at:

The New Orleans Firemen's Federal Credit Union
P.O. Box 689
Metairie, LA 70004-0689

or electronically at: www.noffcu.org

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.

SPECIAL RULE FOR CREDIT CARD PURCHASES — If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two (2) limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- The purchase price must have been more than \$50.00.

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