

## REQUESTS FOR CREDIT

This Agreement also applies to any amount in excess of your credit limit. If you request credit in any form which, if granted, would result in your total outstanding balance, including authorized purchases not yet posted to your account, being more than your credit limit (whether or not the balance before the request was more than the credit limit), we may

1. honor the request without permanently raising your credit limit;
2. honor the request and treat the amount which is more than your credit limit as immediately due; or
3. refuse to honor the request. We may advise the person who made the request that it has been refused.

If we refuse to honor a Check, we may do so by advising the person presenting the Check that credit has been refused, that there are insufficient funds to pay the Check, or in any other manner.

If we have previously honored requests for credit over your credit limit, it does not mean that we will honor further over-limit requests.

## SETOFF RIGHTS

With respect to this account only, we will not assert any setoff rights we may have by statutory right or otherwise if you are in default to prevent withdrawal of your unpledged Credit Union shares.

## EFFECT OF AGREEMENT

This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit, or other slips you sign or receive may contain different terms. If any part of this Agreement is found to be invalid, the rest remains effective. Our failure to exercise any of our rights under this contract does not mean that we are unable to exercise those rights later.

## GOVERNING LAW

This Agreement is governed by New York law except to the extent that Federal Laws and Regulations may apply.

## CREDIT INFORMATION

From time to time, we may require you to provide us with updated credit information. We may obtain consumer credit reports and information about you for updates, renewals, extensions of credit, reviews of your Account, collection of your Account, and any other permissible purpose. We may report information relating to your account and the use of this Card to Credit Reporting Agencies. The Card(s) is our property. You must return it to us on request.

## VISA ACCOUNT UPDATER - OPT-OUT

You will be automatically enrolled in the Visa Account Updater service. This service will update your credit card number and/or expiration date with only third parties that you have elected to share this information and that participate in the program. If you wish to opt-out of this service, contact us at 1-800-724-9282.

## YOUR BILLING RIGHTS

### KEEP THIS NOTICE FOR FUTURE USE

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

### NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the following address: Reliant Credit Union, 10 Benton Place, PO Box 40, Sodus, NY 14551-0040 or email to [reliant@reliantcu.com](mailto:reliant@reliantcu.com). Write to us as soon as possible. We must receive your written notice at this address no later than 60 days after we sent or made available the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. Please give the following information:

- Your name and account number (do not include account number if sending notification by email).
- The dollar amount of the suspected error.
- Describe the error and explain why it is wrong. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

## YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 2 complete billing cycles, but no longer than 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us and that it finally is.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

## 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 limitations on this right:

- a. 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
- b. The purchase price must have been more than \$50.

Any other disputes you must resolve directly with the plan merchant. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

## RELIANT COMMUNITY FEDERAL CREDIT UNION VISA PLATINUM CREDIT CARD PLAN AGREEMENT February 2023

In this Agreement, the words "you" and "your" refer to each and all of the persons who apply for a credit card issued by us. The words "we," "us," "our," "Credit Union," "Reliant," and "Reliant Credit Union" mean Reliant Community Federal Credit Union. "Card" means our Visa Platinum Credit Card and any duplicates and renewals we issue. "Checks" means checks or other withdrawal mechanisms that may be used in connection with a Card account and which, upon use, create cash advances.

You agree to the terms of this Agreement when you accept or use a Card or Check.

## NOTICE TO CARD USER (YOU)

1. DO NOT USE THE CARD BEFORE YOU READ THIS AGREEMENT OR IF IT CONTAINS ANY BLANK SPACES.
2. YOU MAY AT ANY TIME PAY YOUR TOTAL INDEBTEDNESS UNDER THIS CREDIT AGREEMENT.

## HOW TO USE YOUR CARD

You may use your Card to purchase, rent, or lease goods or to purchase services ("purchases") from persons who honor the Card. You may also obtain loans ("cash advances") from any bank, credit union, or other financial institution that accepts the Card or by using Checks we may provide you for that purpose. Checks may not be used to make payment on any Credit Union credit accounts. A Card or Check may not be used for an illegal transaction, such as unlawful gambling.

You can also use your Card to complete a transaction by using your Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine (ATM) or other type of electronic terminal that provides access to the VISA PLUS Network. An ATM withdrawal with a Card is a cash advance. Your monthly statement will identify the merchant, electronic terminal, or financial institution at which such transactions were made, but sales, cash advance, credit, or other slips cannot be returned with your statement. You will retain the copy of such slips furnished at the time of transaction in order to verify your monthly statement. The Credit Union may charge you for photocopies of slips you request.

## PAYMENT DUE DATE

Your payment due date will be on the same date each month. If the payment due date falls on a day when we do not receive or accept payments (including weekends and holidays), payments received on the next business date will not be considered late.

## CREDIT LIMIT

The total amount of credit outstanding at any time, together with all charges we make against your account as provided in this Agreement, must not be more than your credit limit. We will tell you your credit limit when we send your Card to you and on each monthly statement. However, if the outstanding balance temporarily exceeds the credit limit, you agree to repay the excess immediately, even if we have not yet issued a bill. Obtaining excess credit does not increase the credit limit. We may change your credit limit from time to time without advance notice to you, unless you are under the age of 21. Credit limit increases for those under age 21 can only be considered if any cosigner approves of the increase in writing and assumes joint liability for the increase. You can apply for an increase in your credit limit at any time but credit limit increases must be approved by us in accordance with our lending policies and procedures. We may also revoke your Card and terminate this Agreement. We will notify you if we do so.

## REPAYMENT

You promise to pay us the amounts of all credit you obtain, any insurance payments and other fees we charge against your account, and **FINANCE CHARGES** as described in the **FINANCE CHARGE** paragraph.

You may pay the entire amount outstanding at any time. **Each month** you must pay at least the Minimum Payment on your monthly statement within 25 days of your statement closing date. The minimum payment each month will be the sum of:

- 2.5% of the Total New Balance
- ("Total New Balance" is the previous balance minus payments and credits; plus purchases, cash advances, and any finance charges.)
- the amount of any past due payment(s)
- any late fee amount(s)

**reliant**<sup>1</sup>  
COMMUNITY FEDERAL CREDIT UNION

10 BENTON PLACE | PO BOX 40 | SODUS, NY 14551  
800-724-9282 | [reliantcu.com](http://reliantcu.com)

The minimum payment will be rounded up to the next whole dollar. Your minimum payment will always be at least \$25.00 or the Total New Balance, whichever is smaller. No interest shall be earned or paid on amounts owed to you by the Credit Union. We will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first. Payments in excess of the minimum payment will be applied first to the balance bearing the highest APR, and then to each successive balance bearing the next highest APR until the payment is exhausted. All payments will be credited to your account for the billing cycle in which payment is received. You may not make a Minimum Payment prior to the commencement of the billing cycle for which the payment is intended. You may pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance(s) in full and you will reduce the **FINANCE CHARGE** by doing so. We can accept late payments or partial payments or checks or money orders marked "payment in full" or with words having a similar meaning without losing any of our rights under this Agreement. In addition, at any time your Total New Balance exceeds your Credit Limit you must immediately pay the excess upon demand.

Existing balances will be subject to an increase in an APR in the following cases: A change in the variable rate due to a change in the Index; or  
The expiration of a rate for a specified period of time (e.g. introductory or promotional period) disclosed clearly before the start of the time period.

#### **FOREIGN TRANSACTIONS**

Purchases made in foreign currencies will be charged to the Card account in U.S. dollars. The exchange rate for international transactions will be a rate selected by Visa from the range of rates available in wholesale currency markets, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, which may not be the same date as the transaction date or posting date.

#### **PAYMENT HOLIDAYS**

We may allow you, from time to time, to omit a monthly payment. We will notify you as to any month in which the option is available. If you omit a payment, **FINANCE CHARGES and insurance charges, if any, will continue to accrue on your balance.** A payment holiday does not extend the period within which you must pay the Total New Balance in order to completely avoid a **FINANCE CHARGE** on purchases. A minimum payment will be due in the month following the month in which you skip your payment.

**OTHER CHARGES** (See the Visa Disclosure for current fees.)

1. Annual Fee: You will not be charged an annual fee.
2. Late Fee: Each time you fail to make a required payment within 10 days after the Payment Due Date shown on the monthly statement to which the payment relates, you will be charged a late fee on statement closing date thereafter without any grace period until the required payment is made.
3. Returned Payment Fee: If your payment is returned for any reason, you will be charged a return payment fee.
4. Insufficient Funds Fee: If you use a Check and there is not enough availability under the credit limit to cover it you will be charged an insufficient funds fee.
5. Expedited Card Delivery Fee: If you request a rush on your replacement card, we may charge a rush fee.

#### **FINANCE CHARGE**

The **FINANCE CHARGE** (interest) is calculated at a monthly periodic rate determined by dividing the applicable **ANNUAL PERCENTAGE RATE** by twelve. The **ANNUAL PERCENTAGE RATE** is subject to change quarterly. You have a 25 day grace period on your purchase balance and for new purchases if you pay the Total New Balance for purchases by the Payment Due Date on your last statement. You also have a 25 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 for purchases by the end of the grace period, a **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, convenience checks, and balance transfers from the date they are posted to your account. Separate average daily balances are calculated for purchases and cash advances. The **FINANCE CHARGE** is calculated by multiplying the average daily balances by the monthly periodic rate. 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 day's beginning balance and payments and credits are subtracted. 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 Payment Due Date or if you did not have a purchase balance on your last statement. Unpaid fees and finance charges from the prior month are included in the calculation of the average daily balance. A **FINANCE CHARGE** will continue to accrue on your account until what you owe under this Agreement is paid in full.

#### **VARIABLE RATE, MARGIN, AND INDEX**

The **ANNUAL PERCENTAGE RATE** is a variable rate. The variable rate is determined by adding a specified number of percentage points, called the "Margin", to an "Index." The Margin is based on your credit history. Your Margin will be assigned on a date determined by us every six months based on a review of your credit history and will remain in effect until the new review of your credit history.

Exception for New Accounts: The assigned Margin that will be in place following the introductory rate period will not change during the initial 12 months after the account is opened.

The "Index" is the highest Prime Rate published in *The Wall Street Journal* on the last business day of the month preceding the current calendar quarter. This means that the Index may change every three months. Any change will occur on the first day of the billing cycle during the months of January, April, July, and October. The variable rate will never be greater than the Ceiling Rate of 18.00% APR. Your **ANNUAL PERCENTAGE RATE** will increase or decrease when the Prime Rate changes. Your **ANNUAL PERCENTAGE RATE** may increase or decrease when your credit history is reviewed annually.

An increase in the **ANNUAL PERCENTAGE RATE** may cause you to pay a larger Periodic **FINANCE CHARGE** and will usually result in an increase in your minimum monthly payment. An increase in the APR due to a change in the Margin requires a 45-day written notification prior to the effective date of the rate increase.

#### **INSURANCE**

Group credit insurance providing coverage to pay your account in the event of loss of life or disability may be offered to you from time to time. **PURCHASE OF THIS INSURANCE IS STRICTLY OPTIONAL.** If purchased, the insurance will protect us if an event occurs for which benefits are provided. Please contact us for additional "Description of Coverage" details. We determine the cost of this insurance by multiplying the insurance rate then in effect by your Total New Balance on each billing date. Auto Rental Collision Damage and Travel Accident insurance are provided at no cost to you. Other cardholder benefits may also be available.

#### **RESPONSIBILITY**

If we issue you a Card, you agree to repay all debts and the **FINANCE CHARGE** arising from the use of the Card and the Card account. If this Agreement applies to a joint account, you are individually and together responsible for any balance outstanding. You are responsible for charges made by anyone else to whom you give the Card, whether or not the person stays within the limits of use set by you; this responsibility continues until the Card is recovered.

You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and you return all Cards. Your obligation to pay the account balance continues even though an agreement, divorce decree, or other court judgment to which we are not a party may direct one of you or another person to pay the account.

#### **STATEMENTS**

As required by law, we will send you a monthly statement that will show all balance transfers, cash advances, purchases, **FINANCE CHARGES**, other charges (except expedited card delivery fees which will be shown on your share account statement), payments, and credits posted to your Account during the billing cycle covered by the statement. The statement will show your Previous Balance, your Total New Balance, and the Payment Due Date by which we must receive your minimum monthly payment. Your statement will also include information on how long it will take you to pay off your balance if you only make the minimum payment each month and do not make any additional charges. If there is more than one of you, we will send the monthly statement only to the person named in our system as the primary account holder.

#### **REASONS FOR REQUIRING BALANCE DUE**

You will be in default and we can require immediate payment of all amounts you owe if:

- you fail to make any required payment by the due date;
- your total balance exceeds your credit limit; or
- you fail to abide by any other term of this Agreement.

You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, or your death. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. Collateral securing other loans with us may also secure this loan.

Our failure to exercise any of our rights when you default does not mean that we are unable to use those rights upon later default.

#### **COLLECTION COSTS AND ATTORNEY FEES**

Unless prohibited by applicable law, if you default, we can also require you to pay collection and court costs we actually incur in a collection proceeding, and a reasonable attorney's fee if we refer your account for collection to an attorney.

#### **RETURNS AND ADJUSTMENTS**

Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit 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 against future purchases and cash advances, or if it is \$1 or more, refund it to our written request. After 6 months, Reliant will refund the balance with no written request required.

#### **REFUSAL TO HONOR**

We are not liable for any refusal to honor your Card or Checks or for any retention of your Card by us, any other financial institution, or any seller or lessor of goods or services.

#### **TERMINATION**

We may suspend or terminate your rights to obtain credit at any time for any reason. Your obligations under this Agreement continue after the Agreement is terminated. We can terminate or suspend use of your Card or Checks without prior notice or reissue a different Card or Checks at any time. If we ask, you will cut the Card or Checks in half and surrender them to us or our agent, or mail them to us.

#### **AMENDMENTS (Changes)**

We may amend this Agreement by notifying you of the Amendment(s), hereinafter called the Change(s). The notice will tell you the effective date of the Change(s). The notice will inform you if you have the right to reject a Change.

We may at any time add new credit card services or replace your Card with another Card.

#### **UNAUTHORIZED USE OF YOUR CARD**

Visa's Zero Liability policy provides you with complete protection from unauthorized use of your card or account information. Your liability for unauthorized transactions is \$0. If you give your Card to someone, all of their use is considered authorized by you. You should report all unauthorized use of your credit card to Reliant Community Federal Credit Union, 10 Benton Place, PO Box 40, Sodus, NY 14551 (Telephone 1-800-724-9282).

#### **LOST CARD NOTIFICATION**

If you believe your Card(s) has been lost or stolen, you will immediately telephone the Credit Union at 1-800-724-9282. After Credit Union hours call 1-800-654-7728.

#### **CANCELLATION**

You may cancel your Card account at any time by notifying us in writing and returning the cut in half Card(s) and Checks issued to you in connection with this account. However, you remain responsible to pay the amount you owe us according to the terms of this Agreement.