

Credit Union. The Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union. If this is a joint Account, Section 17 of this Agreement also applies to termination of the Account.

13. CREDIT REVIEW AND RELEASE OF INFORMATION – YOU authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).

14. RETURNS AND ADJUSTMENTS - Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six (6) months.

15. Additional BENEFITS/CARD ENHANCEMENTS - The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

16. FOREIGN TRANSACTIONS - Visa. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a 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. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee of 1 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

17. MERCHANT DISPUTES - The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within one hundred (100) miles of your home.

18. JOINT ACCOUNTS - If this is a joint Account, each person on the Account must sign the Agreement (by signing the application). Each of you will be individually and jointly responsible for paying

all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.

19. LAW AND EFFECT OF AGREEMENT -This Agreement is governed by the laws of the State of New York. The agreement applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

20. NO WAIVER - The Credit Union can delay enforcing any of its rights any number of times without losing them.

21. STATEMENTS AND NOTICES - Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

22. FINAL EXPRESSION -This is the final expression of the terms and conditions of this VISA credit card agreement between you and the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

23. COPY RECEIVED - You acknowledge that you have received a copy of this Agreement. You understand that the use of your credit card will constitute acknowledgement of receipt and agreement to the terms of the credit agreement.

24. MINIMUM PAYMENT – The minimum payment is 2.5% of your Total New Balance, or \$25.00, whichever is greater, plus the amount of any prior minimum payments that you failed to make, and any amount that 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.

25. ADDRESS CHANGE – If you change your address, please inform the credit union in writing by mailing your change to 2520 Browncroft Blvd., Rochester, NY 14625 or stopping into a branch and speaking to a member service representative.

#### YOUR BILLING RIGHTS

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: Member Services, Family First of NY Federal Credit Union, 2520 Browncroft Boulevard, Rochester, NY 14625

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 advance 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.



**FAMILY FIRST**  
CREDIT UNION

#### East Rochester Office

375 Fairport Rd.  
East Rochester, N.Y. 14445

#### Greece Office

1110 Long Pond Rd  
Rochester, N.Y. 14626

#### Penfield Office

2520 Browncroft Blvd.  
Rochester, N.Y. 14625

#### Henrietta Office

1225 Jefferson Road  
Rochester, N.Y. 14623

#### Webster Office

850 Ridge Rd.  
Webster, N.Y. 14580

[www.familyfirstny.com](http://www.familyfirstny.com)



**VISA**  
Classic/Platinum

**VISA Credit Card**  
Agreement



**FAMILY FIRST**  
CREDIT UNION

VISA rates are current  
as of April 29, 2020

## VISA Classic and Platinum Credit Card Agreement

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances	<b>7.15% to 18.0%*</b> This APR is based on your creditworthiness and will vary with the market based on Prime Rate.
Penalty APR and When it Applies**	<b>17.9%.</b> This APR may be applied to your account if you become more than sixty consecutive days late. If your APRs are increased for this reason, the penalty APR will apply to both your new charges and existing balances until you make six consecutive minimum payments when due.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of the billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances, Balance Transfers and Convenience Checks on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for a credit card, go to <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
Fees	
Annual and Transaction Fees	Annual, Balance Transfer, Cash Advance Fee - <b>None</b> ; Foreign Transaction Fee - <b>1%</b> of each transaction in U.S. Dollars.
Penalty Fees	Late Payment - <b>\$20</b> , or minimum payment amount if less than \$20. Over-the Credit Limit - With opt-in, <b>\$10</b> , or the credit limit exceeded, whichever is less; otherwise <b>\$0</b> . Returned Payment - <b>\$30</b>
Other Fees	Replacement Card Fee - <b>\$15</b> ; additional <b>\$25</b> for rush service.

**How we will calculate your balance:** We use a method called “average daily balance (including new purchases)”. The “average daily balance” method is described in detail below.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided below.

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 Family First of NY Federal Credit Union or anyone to whom Family First of NY Federal Credit Union transfers this Agreement.

1. USING YOUR ACCOUNT - When you are approved for an Account, the Credit Union establishes a line of credit for you and notifies 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. 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 an advance and/or terminate your Account at any time for any reason not prohibited by law.

2. USING YOUR CARD - You may use your Card up to your credit limit to make purchases from merchants and others who accept VISA Cards. However, you may not use your Card to initiate any type of electronic gambling transaction through the Internet. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. 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). (Not all ATMs accept VISA Cards.) To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that was issued to you for use with your Card. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state or local law.

3. 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 17 below also applies to your Account.

4. PERIODIC AND CORRESPONDING ANNUAL PERCENTAGE RATE - The APR (Annual Percentage Rate) that is used to compute the finance charge is variable. Rates are determined and adjusted monthly the day after statements are generated by adding a margin to the highest Prime Rate published in the Wall Street Journal on the first day of the previous month. The margin is determined based on an evaluation of each member's credit history. The margin will range from 2.24% to 13.25%. The APR will never be less than 6.00%

5. FINANCE CHARGES - New purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero or credit balance at the beginning of that billing cycle or you paid the entire New Balance on the previous cycle's billing statement by the Payment Due Date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to your account. To avoid an additional finance charge on the balance of purchases, you must pay the entire New Balance on the billing statement by the Payment Due Date of that statement. A finance charge begins to accrue on cash advances, balance transfers and convenience checks from the date you get the cash advance, balance transfer and convenience checks or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later.

The finance charge is calculated separately for purchases and cash advances balance transfers and convenience checks. For purchases, the finance charge is computed by applying the monthly periodic rate to the average daily balance of purchases. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of purchases. Then, we add all the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases.

For cash advances, balance transfers and convenience checks the finance charge is computed by applying the monthly periodic rate to the average daily balance of cash advances, balance transfers and convenience checks. To get the average daily balance of cash advances, balance transfers and convenience checks we take the beginning outstanding balance of cash

advances, balance transfers and convenience checks each day, add in any new cash advances, balance transfers and convenience checks and subtract any payments and/or credits that we apply to the cash advance, balance transfers and convenience checks balance. This gives us the daily balance of cash advances, balance transfers and convenience checks. Then, we add all the daily balances of cash advances, balance transfers and convenience checks for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances, balance transfers and convenience checks.

The ANNUAL PERCENTAGE RATE for your VISA Credit Card is based on certain credit-worthiness criteria.

Penalty APR: When you fail to make the minimum payments due for 60 consecutive days or more, the monthly periodic rate on your account will increase to 1.4917% per month, which is an ANNUAL PERCENTAGE RATE of 17.9%. This rate will remain in effect until six consecutive months of on-time minimum payments have been received.

6. OTHER CHARGES - The following other charges (fees) will be added to your Account, as applicable:

- Over-the-Credit Limit Fee. With opt-in, you may be charged a fee of \$10.00 or the amount that the credit limit was exceeded, whichever is less, if your New Balance on your statement date, less any fees imposed during the cycle, is over your credit limit. You will be charged the fee each subsequent month until your New Balance on the statement date, less any fees imposed during the cycle, is BELOW your credit limit. You can revoke your opt-in to go over the credit limit at any time. If you have not opt-ed-in, you will not be charged an over-the-credit-limit fee even if your New Balance goes over your credit limit.
- Late Payment Fee. If you are eleven (11) or more days late in making a payment, a late charge of \$20.00 or the minimum payment amount, if less than \$20.00, will be added to your account balance.
- Return Check Fee. If a check or share draft used to make a payment on your account is returned unpaid, you will be charged a fee of \$30.00 for each item returned.
- Card Replacement Fee. You will be charged \$15.00 for each replacement card that you request. If you request a rush, an additional \$25.00 will be added to the fee.
- Document Copy Fee. You will be charged \$10.00 for each copy of a sales draft or \$5.00 per statement that you request (except when the request is made in connection with a billing error made by the credit union).

7. PAYMENTS - Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or twenty-five (25) 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 twenty-five (25) 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. Payments must be made in U.S. dollars. Mail payments to: 2520 Browncroft Blvd., Rochester, NY 14625.

8. PAYMENT ALLOCATION - Subject to applicable law, your minimum payment amount may be applied to what you owe the Credit Union in any manner the Credit Union chooses. Amounts paid in excess of the minimum payment amount will be applied to the balance with the highest interest rate.

9. SECURITY INTEREST - If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares, your pledged shares will secure your Account. 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. In addition, your Account is

secured by all other shares you have in any individual or joint account with the Credit Union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. Non-pledged shares may be withdrawn, unless you are in default under this agreement. If you should default, you authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on your Account. 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, you will not be deemed a covered borrower, and 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. Collateral securing other loans you have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.

10. DEFAULT - You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under 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 credit update. You will also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe. When you are in default, the Credit Union has the right to suspend your credit, close your account, cancel your credit cards issued on it and demand immediate payment of your full Account balance, including court costs and reasonable attorney's fees, without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your Account may be applied towards what you owe.

11. LIABILITY FOR UNAUTHORIZED USE - LOST/STOLEN CARD NOTIFICATION - You agree to notify us immediately, orally or in writing at 2520 Browncroft Boulevard, Rochester, NY 14625 or telephone (800) 356-1101 Monday through Saturday 9:00 A.M. to 5:00 P.M. EST or (800) 528-2273 twenty-four (24) hours a day, seven (7) days a week, of the loss, theft, or unauthorized use of your Credit Card. You may be liable for the unauthorized use of your Credit Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your credit card, unless you are grossly negligent in the handling of your card. In any case, your liability will not exceed \$50. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to the loss, theft, or possible unauthorized use of your credit card and comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user.

12. CHANGING OR TERMINATING YOUR ACCOUNT - The Credit Union may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law and specified in the notice to you, the change will apply to your existing Account balance as well as to future transactions. Either you or the Credit Union may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized. The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by you or the