

**BALTIMORE COUNTY EMPLOYEES
FEDERAL CREDIT UNION
CARDHOLDER AGREEMENT**

16. **Assignments.** We may sell, assign or transfer your account with us, or all or any part of any account balance, together with our rights under this Cardholder Agreement to any other person or entity without notice to you. You may not sell, assign or transfer your account or your rights of obligation under this Cardholder Agreement.
17. **Card Renewal.** Cards are issued with an expiration date. We have the right not to renew your card for any reason.
18. **Paragraph Headings; Waivers; Governing Law.** The paragraph headings in this Cardholder Agreement are for convenience only and do not limit any of its provisions. You agree that if we grant any waiver, modification or other indulgence of any kind at any time, it shall apply only to the specific instance involved and will not act as a waiver, modification or indulgence for any other or future act, event or condition. We may delay enforcing any of our rights under this Cardholder Agreement without losing them. You agree not to hold us responsible for the failure of any merchant, bank or anyone else to extend credit on the basis of the Card, that we may make only such advances on the basis of the Card as we deem appropriate, and that we may impose limitations on the extension of credit. This Cardholder Agreement is governed by the Federal Credit Union Act and any applicable rules and regulations of the National Credit Union Administration.
19. **Responsibility.** You are responsible for charges made by yourself, authorized users you designate, and anyone who has signed this Agreement and in addition, charges made by anyone else to whom you give the Card and 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 in writing and you must return all Cards. Your obligation to pay the Account Balance continues, even though an agreement, divorce decree or other court judgement to which we are not a party may direct you or one of the other persons, responsibility to pay the account. Any person using the Card is jointly responsible with you for charges made but if that person signs the Card he or she becomes a party to this Agreement and is also jointly responsible for all charges on the account, including yours. Also, the Visa Card may not be used for any illegal transaction.
20. **Lost Card Notification.** If you believe the card has been lost or stolen you will immediately call **1-800-VISA-911** for assistance 24 hours a day, 365 days a year, or **1-410-581-9994** for collect calls outside the U.S. You understand that your total liability to the Credit Union is zero for any card transactions resulting from theft, loss or other unauthorized use of the card that occurs prior to the time you give notice to the Credit Union.
21. **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 Baltimore County Employees Federal Credit Union, 23 W. Susquehanna Avenue, Towson, MD 21204. Write us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which

the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information. Your name and account number; the dollar amount of the suspected error; describe the error and explain, if you can why you believe there is an error. If you need more information, describe the item you are not sure about.

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 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 didn't 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 when it finally is.

Special Rules 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.

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

1. **Meaning of Words.** In this Cardholder Agreement the words “you” and “your” mean each and all of those who apply for the card or who sign this Agreement. “Card” means VISA Credit Card and any duplicates and renewals we issue. “Account” means your VISA credit card account with us. “We”, “us”, and “ours” means the Baltimore County Employees Federal Credit Union.
2. **Acceptance of Cardholder Agreement and Use of Card.** Upon acceptance or use of our Card, if we issue you a Card, you agree to the terms and conditions of this Cardholder Agreement. You must sign your Card before you can use it. All cards issued to you remain our property and must be returned to us upon request. You may use your Card to purchase or lease goods or to purchase services (such usages being called “purchases”) from persons who honor the Card. You may also obtain loans called “cash advances” from any party that accepts the Card.
3. **Joint Accounts.** If this is a Joint Account, each person on the Account must sign the Agreement (by signing on 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 purchase or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.
4. **Credit Review and Release Information:** You authorize the Credit Union to investigate your credit standing when opening and reviewing your Account for renewal. You also authorize the Credit Union to disclose information regarding your Account to credit bureaus.
5. **Credit Limit.** Your credit limit is the total amount of credit established by us for your use in making purchases and obtaining cash advances. We will tell you your credit limit when we send your Card to you and on each monthly statement. We may, from time to time, either upon your request, or at our option, increase or decrease your credit limit, and we will notify you if we do. You agree that the total amount of credit outstanding at any time for purchases and cash advances, together with all charges which we make against your account as provided for in this Cardholder Agreement, must never be more than your credit limit. If you request credit in any form (purchases or cash advances) which would result in your total outstanding balance including purchases or cash advances not yet posted to your account exceeding your credit limit, we may (i) honor your request without permanently raising your credit limit, in which case you may pay your outstanding balance in accordance with the terms of this Cardholder Agreement as if you did not exceed your credit limit or (ii) honor your request without permanently raising your credit limit, treating the amount in excess of your credit limit as immediately due, or (iii) refuse to honor your request, or (iv) assess such charges as are set forth in this Agreement. If we refuse, we may notify any person or merchant through whom you made the request of our refusal. If from time to time we do honor your requests for credit in excess of your credit limit, this will not mean that we will continue to honor your request in the future.

Your Finances. Our Promise.

Baltimore County Employees
Federal Credit Union

**23 W. Susquehanna Avenue
Towson, Maryland 21204**

6. **Purchases, Cash Advances, and Repayment.** For all purchases which you make with your Card and for all cash advances which you obtain with your Card, you promise to pay to us the total amount of all such credit, together with any other charges we may make against your account and **FINANCE CHARGES** as described below. We will tell you the total amount of all outstanding credit and other charges, including **FINANCE CHARGES** which you owe to us on a monthly billing statement. You may pay the entire amount outstanding, shown as the "Total New Balance" on the billing statement at any time without penalty. However, you must pay each month at least the "Minimum Payment Due" shown on your monthly billing statement which is the "Current Minimum Due" and any "Past Due" amount, unless you have made prior arrangements with us to skip a monthly payment. The "Current Minimum Due" each month will be the greater of \$10.00 or 3% of the Total New Balance for purchases and cash advances. If your Total New Balance is less than \$10.00, it will be payable in full.

If we allow you to skip a monthly payment, **FINANCE CHARGES** will continue to be applied to your outstanding balance. Also, this will not extend the time within which you must pay your Total New Balance in order to avoid a **FINANCE CHARGE** on purchases. The "Current Minimum Due" will be due in the month following the month you skip.

We may accept late payments or partial payments, or checks or money orders which you have marked "payment in full" without losing any of our rights under this Cardholder Agreement. It is important that payments be sent or made in person to Baltimore County Employees Federal Credit Union, Post Office Box 64689, Baltimore, Maryland 21264.

7. **International Transactions.** 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, plus 1%.

8. **Application of Payments.** Your payments will be applied by us in the following manner: (i) If your payment is large enough we will apply it to pay your Total New Balance in full. If your payment is greater than your Total New Balance we will apply the excess first to pay new cash advances and next to pay new purchases occurring after the closing date shown on your billing statement. If you make no new cash advances or purchases, the excess will be shown as a credit balance on your next billing statement for which you may by written request get a refund when the credit balance is in excess of \$1.00 or more. (ii) If your payment is less than the Total New Balance, we will apply the payment first to any unpaid charges and then to any **FINANCE CHARGE** with the balance, if any, first to the entire cash advances balance and next to the entire purchases balance. In addition, at any time your total new balance exceeds your credit line, you must immediately pay the excess upon our demand.

9. **Finance Charge on Purchases.** Purchases will bear a **FINANCE CHARGE** on the first day of the billing period in which the purchase is posted to your account. If there was no unpaid Previous Balance at the start of a billing period, purchases made during that billing period will bear a **FINANCE CHARGE** from the first day of the following period only if you do not pay in full the Total New Balance by

the Payment Due Date for that billing period as shown on your billing statement. Therefore, to avoid a **FINANCE CHARGE** on purchases, you must pay the purchases New Balance by the Payment Due Date for each billing period. The Payment Due Date for each billing period is approximately 25 days from the Closing Date of the billing period as shown on your billing statement.

If you have any unpaid purchases balance at the start of a billing period, we figure the **FINANCE CHARGE** on your account for purchases by applying the periodic rate to the "Average Daily Purchases Balance" of your account, including current transactions. To get the "Average Daily Purchases Balance" we take the beginning balance each day excluding the billing date of the previous billing period and including the billing date of the current billing period, including any charges outstanding each day during the billing period and adding any purchases and sales debit adjustments and subtracting them from any sales payments or credit. This gives the "Daily Balance." Then, we add up all the daily purchases balances for the billing period and divide the total by the number of days in the billing period. This gives us the "Average Daily Purchases Balance."

The Finance Charge on Purchases is calculated by multiplying the "Average Daily Purchases Balance" by a monthly periodic rate.

The **ANNUAL PERCENTAGE RATE** for your Card will be one of the three rates disclosed below and is based on certain credit-worthiness criteria.

Monthly Periodic Rate	Annual Percentage Rate
.6586%	7.90%
.8250%	9.90%
.9917%	11.90%

10. **Finance Charges on Cash Advances.** Cash advances will bear a **FINANCE CHARGE** from the date the advance is posted to your account. If you have an unpaid cash advances balance at the start of the billing period or if you obtain any cash advances during a billing period, we figure the **FINANCE CHARGE** on your account for cash advances by applying the periodic rate to the "Average Daily Loan Balance" of your account. To get the "Average Daily Loan Balance" of loans made on your account by cash advances, we take the beginning balance each day, excluding the billing date of the previous period and including the billing date of the current period and add any new cash advances from which we subtract any payments or credits. This gives us the "Daily Balance." Then, we add up all the Daily Balances for the billing period and divide the total by the number of days in the billing period. This gives us the "Average Daily Loan Balance."

The Finance Charge on Cash Advances is calculated by multiplying the "Average Daily Loan Balance" by a daily periodic rate.

The **ANNUAL PERCENTAGE RATE** for your Card will be one of the three rates disclosed at the top of the next page and is based on certain credit-worthiness criteria.

Daily Periodic Rate	Annual Percentage Rate
.0216%	7.90%
.0271%	9.90%
.0326%	11.90%

11. **Other Charges.** No Annual Fee. You agree to pay us a late fee of \$20.00 if your VISA payment is not received by the due date on the billing statement. You agree to pay us a charge of \$5.00 for a replacement card and/or PIN.

12. **Default.** You will be in default under this Cardholder Agreement (i) if you do not make any required payment by the date that it is due or if you fail to comply with or perform any of the terms, conditions or provisions of this Cardholder Agreement; (ii) if you begin, or if any other person puts you in a bankruptcy, insolvency or receivership proceeding; (iii) if you have furnished to us any credit information which is materially incorrect in any respect; (iv) if you attempt to make purchases or cash advances in excess of your credit limit without permission; or (v) if you die.

13. **Effect of Default.** If you are in default under this Cardholder Agreement, at our option, we can require immediate payment of all amounts you owe to us under your account. I understand and agree that the credit union has the authority to impress and enforce a lien on all present and future shares in my name to the extent of that portion of the loan balance which may be in default, including costs of collection and reasonable attorneys fees. If we refer your account to an attorney or collection agency for collection, you will have to pay a collection fee, an attorney's fee of 20% of all amounts due, plus all court costs incurred by us in connection with the collection proceeding.

14. **Cancellation.** You may cancel your account at any time by notifying us in writing. If this is a joint account we will consider a request by one of you to terminate or cancel this Cardholder Agreement as a request by all of you. However, you remain responsible to pay all amounts you owe us according to the terms of this Cardholder Agreement. We may cancel or suspend your Card at any time without prior notice or we may reissue a different Card at any time. Notice to any one of you is considered notice to all of you. Any Card or other credit instrument which we supply to you is our property and must be returned to us immediately upon demand or upon notice of cancellation.

15. **Amendments.** We can change any of the terms of this Cardholder Agreement including, but not limited to, the method of computing all **FINANCE CHARGES** of the "Applicable **Annual Percentage Rate**" at any time. If we do, however, we will mail you written notice of the change or changes. If we make changes to the Cardholder Agreement and you do not agree to the changes, you must notify us in writing and return all of your cards and you must pay us the outstanding balance of your account at your option, either all at once or under the terms of this Cardholder Agreement before it was changed. If you do not take these actions, you will have agreed to the change or changes in the notice. Any change or changes which become effective as to you will apply to all then outstanding unpaid indebtedness on your account, including indebtedness arising out of purchases made on cash advances obtained prior to the effective date of the change.