

In this Agreement, the words "you" and "your" mean each person who has signed the application for the Card. Card means the Point Breeze Credit Union VISA® Platinum Credit Card and Point Breeze Credit Union VISA® Classic Credit Card, as the case may be, and any duplicates and renewals we issue. Account means your VISA® Credit Card line of credit account with us. "We," "us," "ours" and "Credit Union" mean Point Breeze Credit Union.

1. **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. For example, you are responsible for charges made by yourself, authorized users you designate, your spouse and minor children. You are also responsible for 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 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 you or one of the other persons responsible to pay the Account. Each of you who have signed the application is individually and jointly obligated for all payments due under this Agreement. You agree to use the Account for personal, family, household or charitable purposes. You will not use this Account for any illegal transactions. Notice to any Account owner is considered notice to all Account owners.
2. **LOST CARD NOTIFICATION:** If you believe your Card, and/or Personal Identification Number (PIN) has been lost or stolen, you will immediately call us at 800.472.3272.
3. **LIABILITY FOR UNAUTHORIZED USE:** You may be liable for the unauthorized use of your Credit Card. Unauthorized use means the use of the Card by someone other than you who does not have actual, implied or apparent authority for such use and from which you receive no benefit. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use, unless you are grossly negligent in the handling of your Card, or if we can prove that you used your Card fraudulently. You also agree to assist us in determining the facts and circumstances and other pertinent information relating to any loss, theft or possible unauthorized use and comply with such reasonable procedures as we may require in connection with our investigation. In any case, your liability will not exceed \$50 for unauthorized Cash Advances at ATMs. You will have no liability for unauthorized purchases made with your Credit Card.
4. **CREDIT LINE:** If we approve your application, we will establish a self-replenishing line of credit for you and notify you of its amount when we issue the Card. You agree not to let the Account balance exceed the approved credit line. Each payment you make on the Account will restore your credit line by the amount of the payment applied to the principal. You may request an increase in the amount of your credit line by written application or oral communication to us. The loan increase must be approved by the Credit Union. By giving you written notice we may reduce your credit line from time to time, or with good cause, revoke your Card and terminate this Agreement. Good cause includes but is not limited to your failure to comply with the Agreement, our adverse reevaluation of your credit worthiness or non-use of the card for a consecutive period of 24 months. You may also terminate this Agreement any time, but termination by either of us does not effect your obligation to pay the Account balance. The Cards remain our property and you must recover and surrender to us all Cards upon our request and upon termination of this Agreement.
5. **CREDIT LIMIT:** The Credit Union will tell you your credit limit; however, we have established other limits designed to protect you and the Credit Union. For security purposes these limits are not disclosed and may change without further notice. Other limits may include; the maximum amount we have approved to be carried in unpaid Account balances; maximum balance for each type of Cash Advance, Balance Transfer or Purchase limit; limits on the number or total dollar amount of certain transactions that we authorize in a single day; and limitations for certain geographic or merchant locations where we may not permit transactions to be made due to risk of illegal activity.
6. **CREDIT INFORMATION:** You authorize us to investigate your credit standing when opening, renewing or reviewing your Account, and you authorize us to disclose information regarding your Account to credit bureaus who inquire of us about your credit standing.
7. **MONTHLY PAYMENT:** We will mail you a statement every month showing your previous balance of purchases and Cash Advances, the current transactions on your Account, the remaining credit available under your credit line, the new balances of purchases and Cash Advances, the total new balance, the FINANCE CHARGE due to date and the minimum payment required. Every month you must pay at least the minimum payment within 25 days of your statement closing date. You may of course pay more frequently, pay more than the minimum payment required or pay the total new balance in full and you will reduce the FINANCE CHARGE by doing so. The minimum payment will be either: a). 2.4% of your total new balance or \$15, whichever is greater; or b). your total new balance if it is less than \$15 plus any portion of the minimum payment shown on prior statements that remains unpaid. In addition, if at any time your total new balance exceeds your credit line, you must immediately pay the excess upon our demand. We will apply your payments first to previously billed and unpaid FINANCE CHARGES on purchases, then previously billed and unpaid FINANCE CHARGES on Cash Advances, then any late charges (if applicable), then to current billing cycle, then to purchases this billing cycle and then to Cash Advances, whether or not billed on the monthly statement. However, any payment equal to or greater than the previous balance of purchases will be applied first to that balance and FINANCE CHARGE thereon to avoid the continuing accrual of FINANCE CHARGES on the amount. We may also allow you to skip a payment. If we do, we will notify you in advance of this option. If you choose to skip a payment when offered, we will continue to assess

FINANCE CHARGES. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your financial institution. We reserve the right to accept payments made in foreign currency. If we do, we will select the currency conversion rate at our discretion.

8. **IRREGULAR, LATE AND PARTIAL PAYMENTS:** We may accept late payments or partial payments marked "payment in full", or other words with the same or similar meaning, and such action shall not constitute final settlement of your Account or a waiver or forgiveness of any amounts owed under the Agreement. Partial payments or prepayments will not delay your next scheduled payment and you will still need to make the minimum scheduled payment by the next scheduled due date to keep your Account current. Any payment that delays the reduction of your balance will increase your total interest cost. If a check is presented for payment before the date you write on the check or the check is not dated, the Credit Union has the right to return it unpaid. You will hold the Credit Union harmless for any action in payment or non-payment of the check.
9. **FINANCE CHARGES:** You have a 25-day grace (no FINANCE CHARGE) period on your purchase balance and on new purchases if you paid the total new balance for purchases on your last statement by the end of the grace period. You also have a 25-day grace period for new purchases if you did not have a previous 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, FINANCE CHARGES will be imposed on the unpaid purchase balance from the first date of the last billing cycle and on new purchases from the day they are posted to your account. For Cash Advances and Balance Transfers, FINANCE CHARGES will begin to accrue from the date of the transaction and continue to accrue until payment in full is credited to your account. Separate average daily balances are calculated for purchases and Cash Advances. The FINANCE CHARGE is calculated by multiplying the average daily balance by a monthly periodic rate.

VISA® Credit Card Rates	
Monthly Periodic Rate	ANNUAL PERCENTAGE RATE
.829	9.95
.996	11.95
1.163	13.95
1.413	16.95
1.665	19.95

*Your rate is set forth in your approval letter.

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 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. 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. Fees are not included in the calculation of the average daily balance. FINANCE CHARGES will continue to accrue on your Account until what you owe under this Agreement is paid in full.

10. **LATE CHARGES:** In addition to the continued accrual of the FINANCE CHARGE at the daily periodic rate, if you fail to pay at least the minimum payment within 10 days after it is due, we may assess a late charge equal to the minimum payment due. Late charges will not exceed \$25.00.
11. **CONDITIONS UNDER WHICH ANY OTHER CHARGES MAY BE IMPOSED:** These charges will be added to your purchase balance.
 - a. **RETURNED CHECK:** A \$10.00 fee may be imposed if payment is made with a check that is dishonored on the second presentment.
 - b. A \$25.00 fee will be charged to your account if you request a copy of a sale or Cash Advance draft that is not part of a charge back or fraud claim.
 - c. **ADDITIONAL CARDS:** We may charge a \$5.00 fee per Card issued. Postage costs are not waived.
12. **DEFAULT, ACCELERATION, CREDIT SUSPENSION AND COLLECTION COSTS:** You will be in default 1) if you fail to make a minimum payment within 25 days after your monthly statement closing date; 2) if you fail to keep any promises you may have made under this Agreement or under other agreements you may have made with us; 3) if you die; 4) if you file a petition for bankruptcy, have a bankruptcy petition filed against you or if you become involved in an insolvency receivership or custodial proceedings; 5) if anyone attempts to take any of your funds held by us via legal proceedings or if you have a judgment or tax lien filed against you; 6) if you make any false, inaccurate, or misleading statements in any credit application or credit update; or 7) if we, in good faith believe that your ability to repay what you owe is or will soon be impaired or that you are unwilling to make your payments. When you are in default the Credit Union can demand immediate payment of the entire amount you owe without giving you advance notice. If we demand immediate payment, you agree to continue paying interest charges and fees until what you owe has been paid, and any shares that were given as security for your Account may be applied toward the amount owed. You agree to all reasonable costs of collection, including court cost(s), attorney's fees and any cost incurred in the recovery of the Card, subject to applicable law. Even if your unpaid balance is less than your credit limit, you will have no credit available during any time that any aspect of your Account is in default. You will also be required to pay our collection expenses including court costs and an additional sum equal to 25% of the aggregate of the principal and interest due if your Account is referred to an attorney at law or to an agency for collection.
13. **DELAY IN ENFORCING:** We can delay enforcing any right under this Agreement without losing that right or any other right.

14. **SEVERABILITY:** If any provision of this Agreement is held invalid, all provisions that are severable from the invalid provision remain in effect.
15. **ACCESSING THE ACCOUNT:** To make a purchase or Cash Advance there are three alternatives: (a) Present the Card to a participating VISA® plan merchant, to us or to other financial institutions, and then sign the sales or Cash Advance draft that has been imprinted or swiped with your Card information; (b) complete the 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 system; and use the Credit Union's Online Banking system to transfer available funds from your Credit Line to your share, share draft or other Credit Union Account. You will retain the copy of such slips furnished at the time of the transaction to verify the monthly statement. The Credit Union may charge a reasonable fee for photocopies of slips you request.
16. **CARD RENEWAL:** Cards are issued with an expiration date. We have the right not to renew your Card for any reason.
17. **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 are in excess of what is owed, in accordance with Regulation Z §226.11, the entire payment amount received will be applied to your Account and a credit balance remains on your Credit Card Account. You may receive a refund for any part of the remaining credit balance within seven (7) days from receipt of a written request. Credit balances maintained for six (6) months or more will be transferred to your Share Savings Account. If the amount of the overpayment is greater than \$300, the amount exceeding the \$300 overpayment will be applied to your Share Savings Account.
18. **FOREIGN TRANSACTIONS:** Purchases and Cash Advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. A 1% International Transaction Fee will be assessed on all transactions with currency conversion where the merchant country differs from the country of the Card issuer. A .8% International Transaction Fee will be assessed on all transactions without currency conversion where the merchant country differs from the country of the Card issuer. The converted transaction will be shown separately from the International Transaction Fee on your billing statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements. The exchange rate for transactions in foreign currency will be a rate selected by VISA from the 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 plus the 1% International Transaction Fee.
19. **PLAN MERCHANT DISPUTES:** We are not responsible for the refusal of any plan merchant or financial institution to honor your Card. We are subject to claims and defenses (other than tort claims) as set forth herein under, "Special Rules for Credit Card Purchases." You must resolve any other disputes directly with the plan merchant. We may limit the dollar amount and/or the number of transactions which may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify that activity. We may approve transactions which cause the balance to exceed your credit line without waiving any of our rights to this Agreement.
20. **CASH ADVANCES:** Cash Advances can be obtained through an ATM, Credit Union offices and other financial institutions. Upon your written direction or through the Credit Union's Online Banking website, Cash Advances may be made against your VISA® Account and applied to any of your Credit Union share accounts, or other accounts in the same manner as if the Cash Advance were paid to you. Deposit of the Cash Advance to any of your Credit Union accounts obligates you to repayment of the Cash Advance per the terms of this Agreement.
21. **BALANCE TRANSFER(S):** Balance Transfers are treated as a Cash Advance. FINANCE CHARGES for Balance Transfers will begin to accrue from date of the transaction and continue to accrue until payment in full is credited to your account. Total value of transfer request(s) cannot exceed credit line and/or credit availability whichever is less. The Credit Union sends either full or partial payment to your creditors in the order you list them. Allow at least 2 weeks from request date for processing of the Balance Transfer. Continue paying each creditor until the transfer appears as a credit. Do not transfer any disputed purchase or other charge because you may lose your dispute rights.
22. **EFFECT OF AGREEMENT:** This Agreement is the contract that 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. We may amend this Agreement from time to time by sending you the advance written notice required by Federal and State law. Your use of the Card after the effective date of the amendment will indicate your Agreement to the amendment. If we so indicate in our notice, any amendment on or after the date on which it becomes effective, shall apply to all then outstanding indebtedness under the plan, including any indebtedness that shall have arisen out of the purchase made or loans obtained prior to the effective date of amendment.
23. **GOVERNING LAW:** This Agreement is governed by the Annotated Code of Maryland, Financial Institutions Article Title 6 and the Annotated Code of Maryland, Commercial Law Article, Title 12, Subtitle 9.
24. **VISA STATEMENTS AND NOTICES:** On a regular basis, you will receive a statement showing all transactions for this account during the period covered by the statement. Statements and notices will be mailed to you at the most recent address you have given the Credit Union in writing, or by securely logging into Online Banking and changing your address within the site. Notice to any one of you will be notice to all.
25. **UPDATING INFORMATION:** You promise that you will promptly give the Credit Union written notice if you move, change your name, phone number or employment, or if any other information you provide to the Credit Union changes. You also agree to provide the Credit Union with updated financial information about yourself upon request.
26. **COPY RECEIVED:** By signing, using or accepting the Point Breeze Credit Union VISA® Card, you acknowledge receipt of this Agreement and agree to the terms herein.
27. **STOP PAYMENT:** If before a Balance Transfer drawn on your account has been honored, you notify us not to pay it we will Stop Payment on the check. You must send us a written and signed Stop Payment order which states the number, payee, amount and date of the check on which payment is to be stopped. We may disregard any such order six months after our receipt unless you renew it in writing.
28. **CLOSING YOUR ACCOUNT:** You can cancel or close your Account by writing to us at Point Breeze Credit Union, Attn: Card Services, 2 Philadelphia Court, Baltimore, MD 21237. Your notice becomes effective within five days after we receive it. If you cancel your Account, you must immediately pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue FINANCE CHARGES and other charges and be subject to the terms and conditions of this Agreement. You also agree to return your Card(s) to us.
29. **ILLEGAL TRANSACTIONS PROHIBITED:** You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law.
30. **BONUS AND INCENTIVE PROGRAMS:** From time to time, bonus points or other incentive programs may be offered by us in conjunction with your Card. You agree that a special bonus point promotion or incentive only applies during the period specified by us for the particular promotion and only for the transactions specified. Program participation may be cancelled if at any time you are in default under this agreement. You also agree that points or credits may have no monetary value and may only be used as specified under the program. We may, at any time and subject to applicable law, change the program and you agree that any points or credits will be forfeited immediately upon closure of the Account by you or us.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

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

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT

If you think your VISA® statement is incorrect, or if you need more information about a transaction on your statement, write to us as soon as possible. Mail to: Point Breeze Credit Union, Attn: Card Services, 2 Philadelphia Court, Baltimore, MD 21237. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us at 410.584.7228 or Toll Free at 888.233.7228, but doing so will not preserve your rights. In your letter, give the following information:

1. Your name and Account number.
2. The dollar amount of the suspected error.
3. 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 statement was correct.

After we receive your letter, we cannot try to collect any amount you question and we cannot report you as delinquent. We can continue to send statements to 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 the questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that an error was made on your statement, you will not have to pay any FINANCE CHARGES related to any questioned amount. If there was no error, you 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 it is due. If you fail to pay the amount owed, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you refuse to pay, we must tell anyone we report you to that you have a question about your Account. We must tell you the name of anyone we reported you to, and we must tell anyone we reported you to that the matter has been settled between us when it finally is.

If we didn't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

SPECIAL RULES FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchased with your Credit Card and you have tried in good faith to correct the problem with the merchant, you have the right not to pay the remaining amount due on the property or services.

There are two limitations on this right:

1. 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
2. The purchase 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.