

# Visa Diamond Credit Card Agreement

In this agreement the words “you” and “your” mean each and all 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 CENTRAL ONE FEDERAL CREDIT UNION or anyone to whom the Credit Union transfers this Agreement.

**1. 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 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 anytime. Each payment you make to your Account will restore your credit limit by the amount of the payment to principal, 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 an advance and/or terminate your Account at any time for any reason not prohibited by law.

**2. 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 (ATM's), such as the Visa ATM Network, that accept Visa Cards. Not all ATM's 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.

**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 Card. 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 16 below also applies to your Account.

## 4. Finance Charges.

**(a) When the finance charge begins to accrue. (i) Purchases:** You have a 25-day grace (no finance charge) period on your purchase balance and for 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 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, finance charges will be imposed on the Total New Balance from the first day of the next billing cycle and on new purchases from the date they are posted to your Account. **(ii) Cash Advances and Balance Transfers:** Finance charges are imposed on Cash Advances and Balance Transfers from the date they are posted to your account. A \$1.00 minimum finance charge will apply.

**(b) Figuring the finance charge.** The amount of the finance charge you will be charged depends on the type of card you have. The applicable finance charge, listed as an annual percentage rate, is as follows.

Card Type	Annual Percentage Rate	Monthly Periodic Rate	Margin
Diamond (lower rate)	14.24	1.187	5.74
Diamond (higher rate)	17.50	1.458	10.74

Your Diamond card rate will be either 14.24% or 17.50% with the applicable rate determined by your creditworthiness.

Your annual percentage rate will be based on the Index plus the Margin (shown above). The “Index” is the Prime Rate in effect on the first day of each calendar month as published in the *Wall Street Journal*. Each date on which your interest rate could change is called a “Change Date.” The Change Date shall be the first date of the next statement cycle. The Index in existence on the Change Date is called the “Current Index.” Your annual percentage rate will be calculated by adding the Margin to the Current Index. The “Margin” we use depends on the type of card you have as indicated above. The maximum Annual Percentage Rate that can apply is 17.50%

The effect of an increase in the annual percentage rate will result in a higher amount of the minimum payment being applied to interest. The outstanding principal balance will be reduced more slowly, resulting in a higher payment in the next billing cycle. Because the principal balance will be reduced more slowly, additional payments will be required to pay off the remaining balance.

**(c) Average Daily Balance for Purchases, Cash Advances, Balance Transfers.** Separate average daily balances are calculated for purchases, cash advances and balance transfers. The finance charge for purchases, cash advances and balance transfers is calculated by multiplying the average daily balance by the daily periodic rate multiplied by the number of days in the billing cycle. To get each average daily balance, the daily balances for purchases, cash advances, and balance transfers for the billing cycle are calculated 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 payment and credits are subtracted. To get the daily balance for transfers, transfers are added to the day's beginning balance and payment 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.

**5. Other Charges.** The following other charges will be added to your Account as applicable: **(a) OVER THE LIMIT FEE:** \$29.00 **(b) LATE FEE:** \$29.00 after the second day **(c) RETURNED CHECK FEE:** \$20.00 **(d) COPY OF SALES DRAFT:** \$5.00 **(e) CARD REPLACEMENT FEE:** \$10.00.

**6. 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 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 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. If you make 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 rounded to the next highest dollar, but not less than \$25.00 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.

**7. Payment Allocation.** Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses. Payments will be applied with the highest rate first.

**8. Security Interest.** If you give the Credit Union a specific pledge of share by signing a separate pledge of shares, your pledged shares will secure your Account. Collateral securing other loans you have with the Credit Union shall also secure this Loan, except that your home will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.

**9. 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 make 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 demand immediate payment

of your full Account balance without 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.

**10. Liability for Unauthorized Use.** For card transactions on the Visa system, your liability for the unauthorized use of your Card will be \$0. You will still need to notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use of the card. Federal Regulation Z guidelines of unauthorized use for non-Visa network transactions state you may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use within 2 business days of discovery. In any case, your liability will not exceed \$50.00 if we are notified within 2 business days. That limit may be increased if the credit union can prove that you or those you authorize to use the card have been negligent. You can notify the Credit Union by calling us at 1-800-527-1017 or writing to us at the address on the back of this brochure.

**11. 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. Use of your Card after receiving notice of a change will indicate your agreement to the change. 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 or 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 Credit Union. The Credit Union has the right to require you 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 16 of this Agreement also applies to termination of the Account.

**12. Credit 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. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**13. 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 \$1.00 or more, it will be refunded upon your written request or automatically after six months.

**14. Additional Benefits/Card Enhancements.** The Credit Union may 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.

**15. Foreign Transactions.** If you effect a transaction with your Visa in a currency other than U.S. dollars, Visa International Inc. will convert the charge into a U.S. Dollar amount. Visa International will use its currency conversion procedure, which is disclosed to institutions that issue Visa cards. Currently the currency conversion rate used by Visa International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by Visa International for the processing cycle by which the transaction is processed, increased by an adjustment factor established from time to time by Visa International. The currency conversion rate used by Visa International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. On all credit card currency conversions, the Visa Network charges a 1% commission. This credit union reserves the right to recover the applicable cost at time of conversion.

**16. Joint Accounts.** If this is a joint Account, each person on the Account must sign the Agreement. 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.

**17. Effect of Agreement.** This Agreement is the contract which 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.

**18. No Waiver.** The Credit Union can delay enforcing its rights any number of times without losing them.

**19. 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.

**20. Collection.** To the extent permitted by law you agree to pay reasonable costs, including attorneys' fees, in the event the Credit Union sues you to enforce this Agreement. This Agreement is binding upon your heirs, personal representatives and successors and if more than one, jointly and severally.

**21. Copy Received.** You acknowledge that you have received a copy of this Agreement by using the card.

**22. Fraud.** Use of this card for gambling, fraudulent or illegal transactions, and or solicitation via the web, direct mail, or any other recognized form of commerce, is against the law. Offenders will be prosecuted. Transactions identified for the purposes of illegal gambling will be denied.

**23. Signatures.** By signing in the Signature area of the application form that you submitted to this credit union, you agree to the terms of this Agreement. You should retain this Agreement for your records.

**24. Risk Based Pricing.** The applicant's credit information could affect the terms of their loans if the terms are materially less favorable than those offered to a substantial portion of new loan applicants.

**25. Negative Reporting.** Per Regulation V, also known as the FACT ACT, the credit union may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**26. Military Lending Act.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with the credit insurance premiums (if any); fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). For more information, please contact Central One Federal Credit Union at 800-527-1017.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>14.24%</b> or <b>17.50%</b> when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	The APR for Balance Transfers is the same as the APR for purchases as described on this table.
APR for Cash Advances	The APR for Cash Advances is the same as the APR for purchases as described on this table.
Penalty APR and When it Applies	These cards do not carry a penalty rate.
Paying Interest	Your due date is 25 days after the close of each billing cycle. We will not charge interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>

Fees	
Annual Fee	<b>\$0</b>
Transaction Fees Balance Transfer Cash Advance Foreign Transaction	<b>\$0</b> <b>\$0</b> Either <b>1%</b> for currency conversion or <b>0.8%</b> for non-currency conversion.
Penalty Fees Late payment Over-the-Credit Limit Returned Payment	<b>\$29</b> (after the second day) <b>\$29</b> <b>\$20</b>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).”

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

The information about the cost of the card described on this application was printed on July 27, 2023 and was accurate as of that date, but is subject to change after that date. You should call the credit union at 800-527-1017 or write to: Central One Federal Credit Union, 714 Main Street, Shrewsbury, MA 01545 for any changes in the information about the cost of the card since the time of printing.

### YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

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: Central One FCU – 714 Main Street, Shrewsbury, MA 01545

[You may also contact us on the Web at [www.centralfcu.com](http://www.centralfcu.com)]

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:

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 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.

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 [or electronically] at: Central One FCU, 714 Main Street, Shrewsbury, MA 01545. You may also contact us on the Web at [www.centralfcu.com](http://www.centralfcu.com).

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.