

VISA Platinum Credit Card Account Agreement

Everwise Credit Union • 110 S. Main Street, South Bend IN, 46601 • (800) 552-4745 • everwisecu.com

This Everwise Credit Union  VISA Platinum Credit Card Account Agreement and Disclosure Statement ("Agreement"), sets forth your rights and obligations and ours under your Everwise Credit Union Platinum Credit Card Account ("Account"). Please read it carefully and retain it for future reference; it contains the terms that will govern your Account. In this Agreement, the applicant, co-applicant, and any other person you authorize to use the account will be referred to as "you", "your", and "yours". There are two parts to this Everwise Credit Union Visa Platinum Credit Card Agreement: Everwise Credit Union Visa Platinum Credit Card Account and the Everwise Credit Union Visa Platinum Credit Card Account Agreement. The Everwise Credit Union Visa Platinum Credit Card Account shows a range of terms that includes both mail and online offers for new accounts available under this Agreement as of date of application. The combination of terms that could apply to you will differ depending on the specific card offer and on your creditworthiness at the time of application. Not all offers will contain introductory rates. The Everwise Credit Union Visa Platinum Credit Card Agreement contains important information related to consumer credit cards issued by Everwise Credit Union. Everwise Credit Union, or its agents, authorized representatives, successors or assignees, will be referred to as "we", "our", and "us". This Agreement becomes binding at the time you apply for the Account, use the Account, accept or sign a credit card issued on the Account, whichever event occurs first, not upon signatures to the application or agreement.

Promise to Pay: You promise to pay us, or our assigns, or to our order (in lawful money of the United States of America) the total amount of all transactions that you make on your Account. You also promise to pay the total amount of all transactions that others make on your Account with your permission, even if the amount transacted exceeds that which you had authorized. In addition, you promise to pay all other finance charges or interest, expenses, fees, or other fees that may be added from time to time, as provided for in this Agreement that become due on your Account.

Credit Limit: The credit limit for your Account will appear on your billing statement. You promise that you and others using your Account will not make transactions on your Account in an amount that exceeds your credit limit. You also promise to pay us the amount of any transactions on your account in excess of your credit limit, including interest, as we may require. Except as may be limited by applicable law, we, in our sole discretion, may increase or decrease your credit limit by any amount. We also may refuse to extend additional credit for any transaction if you have reached your credit limit or if you are in default (as defined below).

Minimum Monthly Payment: Each month, by the 28th day of the month ("Payment Due Date") you must pay us at least the ("Minimum Monthly Payment") shown on your Account Statement for the Billing Cycle. The Minimum Monthly Payment will be equal to the following:

- 2% of your New Balance, or \$25.00, whichever is greater; plus, any amount Past Due
- Rounding. The Minimum Monthly Payment will be rounded up to the highest \$1.00
- Payment of balance. If your Loan Account Balance at the end of a Billing Cycle is less than \$25.00, your Minimum Payment will be equal to the entire outstanding Loan Account Balance.
- You may pay off all or part of what you owe at any time. If you pay more than the Minimum Payment amount, you must continue to make your periodic minimum payments as otherwise required by this Credit Card Agreement.

Unless otherwise agreed or required by applicable law, your payments may be applied to what you owe us in any manner we choose. However, in every case, in the event you make a payment in excess of the required Minimum Monthly Payment, we will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on the applicable annual percentage rates.

Recurring payments: Visa has mandated that if you choose to store your account information with any third parties, we may also share updates to this information with these third parties. Please note that this only applies to third parties with whom you elect to share this information. You may opt out of this, however, if you chose to do so, it will be for ALL recurring transactions, not just one.

Advances: There are three types of transactions that you can make on your Account: Purchases, Balance Transfers or Cash Advances. You make a Purchase when you use your credit card to buy goods or services, these transactions will be posted to the Purchase segment of your Account Statement. You make a Balance Transfer when you transfer a balance on another credit card to this Account. Balance Transfers will be posted in the Purchase Transaction segment of your Account Statement unless shown separately. Balance Transfers to another Everwise Credit Union loan account, including THE Card Home Equity Loan, are not permitted on the Everwise Credit Union Platinum card. You make a Cash Advance Transaction when you use your credit card to obtain cash or cash equivalents. Cash equivalents include: ATM transactions, wire transfers, travelers' checks, money orders, foreign currency, lottery tickets, gaming chips and wagers. Cash Advances are posted to the Cash Advance Segment of your Account statement. You agree that we may charge your credit card Account for the amount of each transaction made on your Account. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

Billing Cycle: The term "Billing Cycle" means the interval between the days or dates of the regular Account Statements, which may vary in length, but is approximately 30 days. The specific period of time is described on each Account Statement. However, you will have a Billing Cycle even if a Statement is not required. We will often specify a Billing Cycle by the month in which its closing date occurs as provided on the Statement. For example, a "March Billing cycle" will have a closing date in March. We may also refer to a Billing Cycle as the "Billing Period." If your Account balance has charged off, we may switch to quarterly Billing Cycles to your Account.

Interest (Finance) Charges

Interest (Finance) Charge Calculation Method for Credit Purchases: The interest (finance) charges on merchant or credit purchase transactions ("Purchase Transactions") begin to accrue on the transaction date. The interest (finance) charges for a Billing Cycle are computed by applying the daily periodic rate to the average daily balance (for Purchase Transactions) multiplied by the number of days in the Billing Cycle. The average daily balance is determined by dividing the sum of the daily balances during the Billing Cycle, by the number of days in the Billing Cycle. To get the daily balance we start with the beginning balance of your Account each day (for Purchase Transactions) to which we add all new purchases and any other debits and subtract the amount of payments and credits to your Account. Then we total the daily balances (for Purchase Transactions) for each day of the Billing Cycle and divide the result by the number of days in the Billing Cycle. This gives us the Average Daily Balance of your Account (for Purchase Transactions) for the Billing Cycle.

Variable Annual Percentage Rate (APR) for Credit Purchases: We will charge *Interest Charges* and *Fees* to your Account as disclosed on your Statement and other Disclosures. In general, *Interest Charges* begin to accrue from the day a transaction occurs. However, we will not charge you interest on any new transactions posted to the purchase *Segment* of your *Account* if you paid the total balance across all *Segments* of your *Account* in full by the due date on your *Statement* each month. From time to time, we may give you offers that allow you to pay less than the total balance and avoid *Interest Charges* on new purchase *Segment* transactions. If we do, we will provide details in the specific offer.

We will generally treat *Fees* as purchase transactions unless otherwise specified below. These *Fees* apply to your *Account* only if your *Interest Rate and Interest Charge Disclosures* provide for them. We may increase your *Interest Charges* and *Fees* as described in the Fees and Charges section of this agreement.

Interest (Finance) Charges Calculation Method for Balance Transfers: The interest (finance) charges on Balance Transfer Transactions begin to accrue on the transaction date. The interest (finance) charges for a Billing Cycle are computed by applying the daily periodic rate to the average daily balance (for Balance Transfer Transactions) multiplied by the number of days in the Billing Cycle. The average daily balance is determined by dividing the sum of the daily balances during the Billing Cycle, by the number of days in the Billing Cycle. To get the daily balance we start with the beginning balance of

your Account each day (for Balance Transfer Transactions) to which we add all new Balance Transfer Transactions and any other debits and subtract the amount of payments and credits to your Account. Then we total the daily balances, (for Balance Transfer Transactions) for each day of the Billing Cycle and divide the result by the number of days in the Billing Cycle. This gives us the Average Daily Balance of your Account (for Balance Transfer transactions) for the Billing Cycle.

Variable APR for Balance Transfers: We will charge *Interest Charges* and *Fees* to your Account as disclosed on your Statement and other Disclosures. In general, *Interest Charges* begin to accrue from the day a transaction occurs. However, we will not charge you interest on any new transactions posted to the purchase *Segment* of your *Account* if you paid the total balance across all *Segments* of your *Account* in full by the due date on your *Statement* each month. From time to time, we may give you offers that allow you to pay less than the total balance and avoid *Interest Charges* on new purchase *Segment* transactions. If we do, we will provide details in the specific offer.

We will generally treat *Fees* as purchase transactions unless otherwise specified below. These *Fees* apply to your *Account* only if your *Interest Rate and Interest Charge Disclosures* provide for them. We may increase your *Interest Charges* and *Fees* as described in the Fees and Charges section of this agreement.

Interest (Finance) Charges for Cash Advances: The interest (finance) charges on Cash Advance Transactions begin to accrue on the date you obtain the Cash Advance or the first day of the Billing Cycle in which it is posted to your Account, whichever is later. The interest (finance) charges for a Billing Cycle are computed by applying the daily periodic rate to the average daily balance (for Cash Advance Transactions) multiplied by the number of days in the Billing Cycle. The average daily balance is determined by dividing the sum of the daily balances during the Billing Cycle, by the number of days in the Billing Cycle. To get the daily balance we start with the beginning balance of your Account each day (for Cash Advance transactions) to which we add all new Cash Advance transactions and any other debits and subtract the amount of payments and credits to your Account. Then we total the daily balances (for Cash Advance transactions) for each day of the Billing Cycle and divide the result by the number of days in the Billing Cycle. This gives us the Average Daily Balance of your Account (for Cash Advance transactions) for the Billing Cycle.

Variable APR for Cash Advances: We will charge *Interest Charges* and *Fees* to your Account as disclosed on your Statement and other Disclosures. In general, *Interest Charges* begin to accrue from the day a transaction occurs. However, we will not charge you interest on any new transactions posted to the purchase *Segment* of your *Account* if you paid the total balance across all *Segments* of your *Account* in full by the due date on your *Statement* each month. From time to time, we may give you offers that allow you to pay less than the total balance and avoid *Interest Charges* on new purchase *Segment* transactions. If we do, we will provide details in the specific offer.

We will generally treat *Fees* as purchase transactions unless otherwise specified below. These *Fees* apply to your *Account* only if your *Interest Rate and Interest Charge Disclosures* provide for them. We may increase your *Interest Charges* and *Fees* as described in the Fees and Charges section of this agreement.

Minimum Interest (Finance) Charge: If you are charged interest (finance charges), the charge will be no less than \$.50.

How to Avoid Paying Interest (Finance) Charges on New Purchase Transactions: You can avoid Finance Charges on new purchases by paying the full amount of the entire balance owed each month within 25 days of your statement closing. *This is called a grace period on new purchases.* Otherwise, the new balance of purchase, and subsequent purchases from the date they are posted to your account, will be subject to a Finance Charge. *There's no grace period on balance transfers and cash advances.* Cash advances and balance transfers are always subject to a Finance Charge from the date they are posted to your account.

Variable Rate Index: The annual percentage rate may change and will be based on the value of an index plus a margin. The index is the Prime Rate published in the Money rates column of the *Wall Street Journal*, as published on the first day of the month prior to the change dates. If the *Journal* is not published on that day, then see the immediately preceding ("Index"). The change dates will occur monthly on the 1st day of the new cycle following a prime rate change.

Rate Changes: The annual percentage rate may increase if the Index rate increases. An Index rate increase will result in a higher interest charge and it may have the effect of increasing the amount of time required to repay the outstanding balance. An Index rate decrease will result in a lower interest rate charge and it may have the effect of decreasing the amount of time required to repay the outstanding balance. The annual percentage rate can increase or decrease on the Change Dates. An Index rate increase or decrease will take effect on the first day of the billing cycle. If the Index rate changes more frequently than the annual percentage rate, we will use the Index rate in effect on the day we adjust the annual percentage rate to determine the new annual percentage rate. In such a case, we will ignore any changes in the Index rate that occur between annual percentage rate adjustments.

Rate Change Limitations: Any percentage rate changes are subject to the maximum annual percentage rate allowed by applicable law.

Fees and Charges

Late Charge: You will pay a \$25.00 late fee, or the maximum allowed by law pursuant to Indiana Code §§ 24-4.5-3-203.5, at the time we exercise our remedies under this contract if a payment is received more than 10 days after it is due. Michigan residents: You will pay a late fee equal to the greater of \$15.00 or %5 of the minimum balance.

Returned Check Charge: We may charge you \$25.00, each time your payment, check, draft, or similar item is returned for any reason, by your bank or financial institution for nonpayment.

Convenience Fees: At your request, we may pass along convenience charges, such as; expedited mailing of your credit card or balance transfer checks up to \$26.00

Stop Payment fees: We may charge you \$18.00 for a stop payment placed on a balance transfer check initiated by you, or a stop payment on a convenience check written by you.

Balance Transfer fees: We will charge you \$10 or 2% per transaction, whichever is greater. The fee will be charge to your credit card account.

Loan Payment Fee: Expedited Payment Method: You may make your loan payment by traditional means (in person or by mail). You may also request, as an optional payment method, the Expedited Payment Service for a fee up to \$10.00 per payment.

Credit Insurance – Payment Protection Plan

Credit Insurance - Payment Protection Plan: Payment Protection plans from Central States Indemnity Co of Omaha. Open enrollment for this product is marketed to you upon the opening of your account and again every April and October.

For more information, Central States Indemnity can be reached at P.O. Box 34888, Omaha NE 68134 or 1-800-445-6500.

Other Terms and Conditions:

You may be eligible to add your Everwise Credit Union Visa® Platinum Credit Card to Apple Pay™, Google Pay™, and Samsung Pay™. Apple Pay™, Google Pay™, and Samsung Pay™, allows you to conveniently make purchases with your device wherever Visa® contactless payments are accepted. Please Note: In your Apple Pay™, Google Pay™, and Samsung Pay™ account, you will see a unique device account number listed under your Everwise Credit Union Visa®. This number improves security because it's only used with your device. Use this number whenever an Apple Pay™, Google Pay™, and Samsung

Pay™ merchant asks for the last 4 digits of your card number. Pay with Apple Pay™, Google Pay™ , and Samsung Pay™ at participating merchants displaying the Apple® or Apple Pay™, Google Pay™ and Samsung Pay™ symbols. Additionally, Apple Pay™, Google Pay™, and Samsung Pay™ can be used with participating merchants displaying the Apple Pay™, Google Pay™, and Samsung Pay™ button when you're shopping with an app. Apple Pay™ purchases you make with this card will be marked as "Apple Pay" on your statements. Google Pay™ purchases you make with this card will be marked as "Google Pay" on your statements. Samsung Pay™ purchases you make with this card will be marked as "Samsung Pay" on your statements. Please note that you may need to accept additional terms and conditions before accepting and using Apple Pay™, Google Pay™, and Samsung Pay™.

The storage and usage of your Everwise Credit Union Visa® Platinum card or Everwise Credit Union Platinum Rewards card information (credentials corresponding to your Everwise Credit Union Visa® Platinum card or Everwise Credit Union Platinum Rewards card account number) in this digital wallet are subject to the Everwise Credit Union Visa® Platinum card or Everwise Credit Union Visa® Platinum Rewards card Terms and Conditions, as amended from time to time. Please contact Everwise Credit Union Member Call Center at 1-800-552-4745 for additional information.

You agree not to attempt to log on to any Website and make purchases using your Everwise Credit Union Visa ® Platinum Credit Card from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to these Websites and make purchases from one of these countries may result in your access to your Everwise Credit Union Visa ® Platinum Credit Card being restricted and/or terminated.

Card Alerts: You may sign up for alerts on your mobile devices to get an alert when certain transactions are processed, such as international, fuel, or online purchases. *Standard text messaging and data rates may apply.

Card Fraud Alerts: You agree to provide the Credit Union with a valid mobile number. You agree that the Credit Union may send you text messages through your wireless provider. Card Fraud Alerts will be sent through U.S. carriers only and does not include international service. The Credit Union does not charge for Card Fraud Alerts, but you are responsible for all charges and fees associated with text messaging imposed by your wireless service provider. You understand and agree that text messages may include personal or confidential information about you such as your account activity or the status of your account. The Credit Union shall not be responsible for the confidentiality, privacy or data security of any information sent to you through text messaging. You agree to indemnify, defend, and hold the Credit Union harmless from any third-party claims, liability, damages, or costs arising from your use of Card Fraud Alerts or from you providing us with a mobile phone number that is not your own. You agree that the Credit Union will not be liable for failed, delayed, or misdirected delivery of any information sent through the Card Fraud Alerts service; any errors in such information; any action you may or may not take in reliance on the information; or any disclosure of account information to third parties resulting from your use of the Card Fraud Alerts service. The Credit Union will not be liable to you for special, indirect, or consequential damages.

Commissions: You understand and agree that we (or our affiliate) will earn commissions or fees on any insurance products and may earn such fees on other services that you buy through us or our affiliate.

Security: Collateral (other than household goods or any dwelling) given as security under this Agreement or for any other loan you may have with us will secure all amounts you owe us now and in the future if that status is reflected in the "Truth-in-Lending Disclosure.

Signature Requirement: You agree to sign the back of your credit card as soon as you receive it and any use of the card by the borrower(s) or authorized user(s) indicates his/her consent to the terms of this agreement.

Change of Personal Information: You agree to notify us in writing immediately if you change your name, home, or mailing address, or daytime telephone number.

Credit Information: You agree that we may re-examine and re-evaluate your creditworthiness at any time. You authorize us to obtain from time to time information from others, such as stores and credit reporting agencies, concerning you and your credit accounts. You also authorize us to respond from time to time to requests from others for credit or experience information about you and your Account.

Lost or Stolen Card or Unauthorized Use: You agree to notify us immediately if any card issued on your Account is ever lost or stolen or used in a manner not authorized by you. You can notify us by calling the phone number on your billing statement. You also agree to assist us in determining the facts and circumstances relating to any such unauthorized uses.

Liability for Unauthorized Use: You may be liable for the unauthorized use of any of your credit cards. You will not be liable for unauthorized use that occurs after you notify us that any of your cards have been lost or stolen, or are being used without your authorization. In the case of unauthorized use occurring before you notify us, you may be liable for up to \$50.

Age Requirement: You must be 18 years of age to apply; applicants between the ages of 18 and 21 must have the independent ability to make the required Minimum Monthly Payment, as described above; or has a signed agreement, by a cosigner, guarantor, or joint applicant, who is at least 21 years old, to be either secondarily liable for the amounts due on this credit card account, and we have determined that such cosigner, guarantor, or joint applicant has the independent ability to make the required Minimum Monthly Payments."

Joint and Several Liability: Each person who signed your Credit Card Application and each person who uses your Account will be individually liable for all credit extended on the Account. All such persons will be liable as a group as well. This means that we can collect from or sue any one of them without giving up any of our rights against the others. Upon receiving a request from any party to your Account or receiving inconsistent instructions from different parties to your Account, we, at our sole option and without notice to any other party, may cancel your Account or refuse any request with respect to your Account, including a request for credit.

Default: If you fail to comply with any of the terms or conditions of this Agreement or any other loan agreement you have with us or anyone else, you will be in default. We will consider you to be in default if we determine that there has been a substantial adverse effect (insolvency) on your ability to repay the debt incurred on this account, you become incapacitated, upon your death, or if you file a bankruptcy petition or have one filed against you, or if we believe in good faith that you may not be able to perform your obligations under this Agreement.

Our Rights upon Your Default: If you are in default, we may at our option to the extent permitted by law do any of the following, without notice:

- We may terminate the credit card account and make all or any part of the amount owing by the terms of this Agreement immediately due.
- We may temporarily or permanently prohibit any additional advances on the Account.
- We may temporarily reduce the Credit Limit.
- We may make a claim for any and all insurance benefits or refunds that may be available on your default.
- We may use any and all remedies we have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy we do not give up our right to use another remedy. We do not waive a default if we choose not to use a remedy. By electing not to use any remedy, we do not waive our right to later consider the event a default and to use any remedies if the default continues or occurs again.

Cross Default: You understand and agree that any breach or default of the terms and conditions of this Agreement shall also be deemed to be a default of any and all other loan, line of credit account and credit card agreements you now have with us or obtain in the future with us. Further, you understand and agree that your breach or default of the terms and conditions of any other loan, line of credit account or credit card agreements you now have with us or obtain in the future with us shall be deemed to be a default of the terms and conditions of this Agreement. This "Cross Default" agreement shall not apply to any loan, line of credit account or credit card agreement by real property or where otherwise prohibited by Federal or State Law or Regulation.

Security Interest for Credit Card: If you owe a debt to us or any of our affiliates (either now or in the future), you grant us a right of set off to, and a security interest in, all of your accounts to secure the debt. Debts include any overdrafts or fees you owe, as well as amounts owed us by another person or entity if you have guaranteed that you will pay their debts. If the debt is due or overdue, we may use the funds in any of your accounts to pay all or part of the debt. If your account is a joint account, we may use the funds in the joint account when permitted by law to pay the debt of any account owner, and we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, to which we are entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date. Our security interest will be governed by Uniform Commercial Code Article 9, whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any electronically deposited federal or state benefit payments (including Social Security benefits). If you don't want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits.

Collection Costs: In the event collection efforts are required to obtain payment on this Account, to the extent permitted by law, you agree to pay all court costs, private process serve fees, investigation fees or other costs incurred in collection and reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement.

Closure of Account: Even if you are not in default, we may close your Account or suspend your credit privileges at any time without prior notice. If your Account is closed, you are obligated to pay the outstanding balance, any interest (finance) charges, and all other charges, fees, and costs that are or become due on your Account. You must also return your credit card to us if asked to do so.

Change of Terms: We may change the terms of this Agreement by mailing or delivering to you written notice of the changes as prescribed by the Federal Truth-in-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate. We may also add new terms, conditions, services, or features to your Account. To the extent required by law, we will notify you in advance of any change in terms by mailing a notice to you at your address as shown on our records.

Merchants and Your Card: We are not responsible or liable for anyone's refusal to honor your card or for anyone's retention of your card.

Payments Marked "Paid in Full": We may accept checks, money orders, or other types of payment marked "payment in full" or using other language to indicate full satisfaction of indebtedness, without our being bound by such language or waiving any rights under this Agreement. Full satisfaction of indebtedness shall be accepted by us only in a written agreement, signed by one of our authorized employees.

Foreign Currency Transaction: You agree that we may convert any charge or credit made to your Account in currency other than U.S. dollars into U.S. dollars following our own procedures for determining the exchange rate, and charge or credit your Account for the U.S. dollar amount. The amount determined by following our own procedures may be the same as, greater than, or less than the amount that would be calculated by conversion on the date when the transaction was actually initiated.

Illegal Transactions: You warrant and agree that the Credit Card, other access device or any related account will not be used to make or facilitate any illegal transactions(s) as determined by applicable law: and that any such use, including any such unauthorized use, will constitute an event of default under this Agreement. We may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us) under applicable law, including but not limited to any transaction involving or relating to any gambling activity. Certain federal and or state laws such as the Unlawful Internet Gambling Enforcement Act or Third Party Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You further understand and agree that such limitations are not in our control and we will have no liability for the enforcement of this provision.

ATM Transactions: Withdrawals at ATM machines may be made using your Credit Card and personal identification number. Cash withdrawals may not exceed \$500.00 per calendar day. Except as otherwise provided in this Agreement, advances through ATM access will be treated as a Cash Advance. Owners of ATMs that we do not own may charge fees in addition to any fees described in this Agreement. This is not a fee charged by Everwise Credit Union; however, any such fee will be added to your Account. The party charging the fee is required to provide appropriate disclosures to you with regard to any such fees.

Waivers: We may waive or decline to enforce any of our rights under this Agreement without affecting any of our other rights. To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a payment, you waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

Termination: Either you or we may, unless prohibited by law, terminate this Account at any time by giving written notice to the other. Termination by any one of you terminates the Account for all of you. Termination will not affect your obligation to repay advances made prior to the termination, in accordance with the terms of this Agreement.

Financial Reports and Additional Documents: You will provide facts to update information contained in your original Credit Card Application or other information related to you, at our request. You also agree that we may, from time to time, as we deem necessary, make inquiries pertaining to your employment, credit standing and financial responsibility in accordance with applicable laws and regulations.

Governing Law: This Agreement and your Account, as well as our rights and duties and your rights and duties regarding this Agreement and your Account, will be governed by and interpreted in accordance with federal law to the fullest extent possible and to the extent federal law does not apply, in accordance with Indiana law, regardless of where you live and use your Account, or as may be required by the Military Lending Act. This Agreement is made in Indiana. All credit will be extended from Indiana.

Severability: Should any provision of this Credit Card Agreement be determined to be invalid or unenforceable, that determination will not affect the validity or enforceability of any other provision.

Liability for Unauthorized Use: If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at: Everwise Credit Union, Customer Service, P.O. Box 31112, Tampa, FL 33631-3112, or call us at 877-271-8328.

Your Billing Rights: Keep This Document 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:
Customer Service, P. O. Box 31112, Tampa, FL 33631

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 charge in question may remain on your statement, and we may continue to charge you interest (finance charges) 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 (finance charges) 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 (finance charges) 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.

To use this right, all of the following must be true:

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* at:
Everwise Credit Union, Customer Service, P.O. Box 31112, Tampa, FL 33631-3112

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.

ARBITRATION AND WAIVER OF CLASS ACTION

You and the Credit Union agree that both parties shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). You agree that we do not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, attachment, repossession, replevin, or foreclosure, but instead we may proceed in court for those judicial remedies without waiving any right to elect arbitration to resolve any claim or counterclaim you may make against us. This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

1. **Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.
2. **Effective Date.** This Arbitration Agreement is effective upon the 61st day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.
3. **Claims Arising Prior to Effective Date:** THIS BINDING ARBITRATION CONSENT AND AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE. If a Claim is filed or initiated prior to the Effective Date, this Binding Arbitration Consent and Agreement will not apply to such Claim.
4. **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. However, if the Credit Union prevails, then you will not be required to pay its attorneys' fees and cost.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

5. **Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
6. **Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.
7. **Survival:** This Arbitration Agreement will survive termination of the Account Agreement.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, OR call AAA at (800) 778-7879.