

Truth in Lending Disclosure and Credit Card Agreement



The disclosures required by federal law in connection with the issuance to you of your new Platinum MasterCard are set forth immediately below under the heading "Truth in Lending Disclosures" or are enclosed herewith. Please keep these materials so you can refer to them if you have any questions regarding your credit card account. The terms and conditions governing the use of your credit card ("Card") are set forth herein under the heading "Credit Card Agreement" or are enclosed herewith. These terms and conditions may be amended or supplemented in the future by separate notices to you, and shall also include the terms and conditions to which you have agreed in your credit card application.

TRUTH IN LENDING DISCLOSURES

- 1A. **Finance Charge on Cash Advances.** A Finance Charge will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue on the unpaid average daily balance of such Cash Advances until the date of payment if paid during the same billing cycle, or until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date. The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances by the number of days in the billing cycle. Each daily balance of Cash Advances is determined by adding to the outstanding unpaid balance of Cash Advances at the beginning of the billing cycle any new Cash Advances posted to your account, and subtracting any payments as received or credits as posted to your account, but excluding any unpaid Finance Charges.
- B. **Finance Charge on Credit Purchases.** A Finance Charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25-day period, a Finance Charge will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date. The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges.
2. **Periodic Rate.**
- **Annual Percentage Rates (APR) are subject to change. Periodic Rate and card type issued will depend on credit worthiness:**
- (I) **Platinum MasterCard:** The Periodic Rates used to compute the FINANCE CHARGE are .825%, 1.075%, 1.242%, 1.492% or 1.742% per month. The corresponding ANNUAL PERCENTAGE RATES are 9.90%, 12.90%, 14.90%, 17.90% or 20.90%.
- (II) **Penalty Rate for Platinum MasterCard:** If your payment is 62 days past due, the Periodic Rate used to compute the FINANCE CHARGE will be 1.825% per month. The corresponding ANNUAL PERCENTAGE RATE will be 21.90%. Your periodic rate will return to the original, non-promotional rate of the card type issued if you make 12 consecutive payments of at least the minimum payment amount required and each payment is posted to your account no more than three days past the due date listed on each statement.
- **Periodic Rate for qualified balance transfers:**
- (I) **Reduced Finance Charge for Qualified Balance Transfers:** During the "Special Rate Period" (hereinafter defined), the Periodic Rate used to compute the FINANCE CHARGE on "Qualified Balance Transfers" (hereinafter defined) posted to Cardholder's Credit Union Credit Card Account ("Cardholder's Account") on or after the Effective Date is 0.000% per month. The corresponding ANNUAL PERCENTAGE RATE is 0.0% (the "Special Rate").
- (II) **Qualified Balance Transfers:** The Special Rate only applies to credit card balances transferred to Cardholder's Account from one or more other financial institutions ("Qualified Balance Transfers"). Balances may be transferred by convenience check or internally by the Credit Union. The Special Rate does not apply to balances created through the use of convenience checks drawn against Cardholder's Account to repay an existing Credit Union credit card balance. The Credit Union reserves the right to reinstate, retroactively, the normal Finance Charge currently applicable to Cardholder's Account (the "Normal Rate") in the case of any transaction that does not, in the reasonable judgment of the Credit Union, constitute a Qualified Balance Transfer.
- (III) **Duration of the Special Rate:** Except as provided in paragraph IV below, the Special Rate will apply from the date, on or after the Effective Date, that a Qualified Balance Transfer is posted to Cardholder's Account and will continue until the last day of the billing cycle which ends on or immediately after the six month anniversary date of such posting (the "Special Rate Period"). During the Special Rate Period, payments will be applied first to reduce that portion of the Cardholder's Account which is subject to the Special Rate.
- (IV) **Termination of Special Rate Under Certain Circumstances:** Cardholder shall be ineligible for the Special Rate, or the Normal Rate shall be reinstated prior to the end of the Special Rate Period under the following circumstances:
- Cardholder's Qualified Balance Transfer is less than Five Hundred Dollars (\$500.00).
 - Cardholder's Account is more than 10% over the applicable limit.
 - Cardholder's Card is canceled or surrendered, or Cardholder's Account is canceled or frozen by either Cardholder or the Credit Union.
 - Cardholder is or becomes bankrupt or insolvent.
 - Cardholder is sixty-two (62) days or more delinquent.
3. **Minimum Payment.** The minimum periodic payment required is the total New Balance as shown on your monthly billing statement if the amount is under \$26.00. If the New Balance exceeds \$26.00 the minimum periodic payment is 2% of that portion of the New Balance which does not exceed your credit limit, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, or \$26.00, whichever is greater.
4. **Other Charges.** A late payment charge may be imposed upon the amount of any minimum periodic payment which is not paid in full within 15 days of its scheduled due date. The amount of this charge shall be equal to the lesser of \$25.00 or 5% of the amount of the delinquent minimum periodic payment, but in no event shall such charge be less than \$25.00. A returned check handling fee may be imposed in an amount not to exceed \$20.00 per item. The following fees may also be imposed: over-the-limit fee—\$20.00 (assessed if card is over the limit at time of billing cycle), duplicate statement fee—\$3.50, copy of sales slip fee—\$3.50, copy of invoice fee—\$3.50, copy of check fee—\$3.50, and/or replacement card fee—\$3.00. Fees will carry finance charges as if they were credit purchases. Charges described are governed by section 408.145 of the revised statutes of Missouri.
5. **Foreign Currency Transaction Fee (Finance Charge).** For each transaction made in a foreign currency, we add an additional 1% of the transaction amount after its conversion into U.S. dollars. This foreign currency transaction fee will be added to the appropriate balance with the foreign currency transaction. The foreign currency transaction fee may cause the annual percentage rate on the billing statement on which the transaction made in a foreign currency first appears to exceed the nominal annual percentage rate.
6. **Transaction Fee for Cash Advances (Finance Charge).** To each cash advance we add an additional 2% of the amount advanced, but not less than \$5 or more than \$50. This fee will be added to the appropriate balance with the cash advance. The transaction fee may cause the annual percentage rate on the billing statement on which the advance first occurs to exceed the nominal annual percentage rate.

CREDIT CARD AGREEMENT

The person ("Cardholder") whose name is embossed on the face of the credit card ("Card") issued pursuant to Cardholder's credit card application, and each Cardholder, in the event more than one Card is issued bearing the same account number, by signing or using said Card or Cards, agrees with Tigers Credit Union ("Credit Union") as follows:

- Goods and services ("Credit Purchases") may be purchased or leased by means of such Card by Cardholder from any retail business establishment ("Seller") who honors same upon the execution of a sales slip evidencing such Credit Purchase and bearing the account number of Cardholder embossed on the face of such Card. Additionally, loans ("Cash Advances") may be obtained through use of such Card (a) upon execution of a written request of Cardholder in a form furnished to him from any bank that is a member, alone or in association with others and MasterCard International Inc. (pursuant to Cardholder's credit card application), or (b) upon execution of a written separate agreement with the Credit Union for a credit card overdraft financing agreement, if offered by the Credit Union. Cash Advances may also be obtained through the use of convenience checks supplied by the Credit Union.
- Cardholder shall be liable and agrees to pay the Credit Union for Credit Purchases made by, or for Cash Advances extended to, Cardholder or anyone else using such Card unless the use of such Card is by a person other than the Cardholder (a) who does not have actual, implied or apparent authority for such use, and (b) from which Cardholder receives no benefit. Additionally, Cardholder shall be jointly and severally liable and agrees to pay for all Credit Purchases and Cash Advances obtained through the use of any other Card bearing Cardholder's account number that has been issued to another person by reason of such person being a member of Cardholder's family, or otherwise issued upon Cardholder's request (all such Cards bearing the same credit card account number hereinafter collectively called "Related Cards").
- Each Card is the property of the Credit Union, is not transferable and must be surrendered upon demand. It can be canceled as well as repossessed by the Credit Union or its designee, and the privileges thereof revoked, at any time without prior notice.

4. Cardholder shall not use Card or permit the use of Related Cards to obtain Credit Purchases or Cash Advances which will increase Cardholder's credit card indebtedness to the Credit Union to an amount in excess of the limit established by the Credit Union.
5. All Credit Purchases and Cash Advances are effected at the option of the Seller and Cash Advancing Bank, respectively, and the Credit Union shall not be responsible for refusal by any Seller or Cash Advancing Bank to honor the Card or any Related Card. Any refund, adjustment or credit allowed by Seller shall not be by cash but rather by a credit advice to the Credit Union which shall be shown as a credit on Cardholder's account statement with the Credit Union.
6. The Credit Union will send to Cardholder, at monthly intervals determined by the Credit Union, a statement reflecting for the prior monthly period all Card and Related Card transactions. Such statement shall be deemed correct and accepted by Cardholder and all holders of Related Cards unless the Credit Union is notified to the contrary in writing within 60 days of mailing of such statement. Cardholder will pay such statement by remitting to the Credit Union within 25 days of the closing date reflected on the statement either the full amount billed or, at Cardholder's option, an installment equal to at least the required minimum payment stated in paragraph 3 of the Truth in Lending Disclosures on reverse.
7. Interest on Cash Advances and Credit Purchases will be charged in accordance with the finance charge calculation method referred to in Paragraph 1 of the Truth in Lending Disclosures on reverse.
The current interest rate per annum under the Credit Union's credit card plan is the ANNUAL PERCENTAGE RATE set forth in Paragraph 2 of the Truth in Lending Disclosures on reverse which is applicable to the type of credit card issued to you. In no event shall the interest rate payable under this agreement exceed the maximum rate permitted by law.
8. If the Card is canceled or surrender is demanded by the Credit Union, or if Cardholder defaults in any payment due, or is deceased, bankrupt or insolvent, or any attachment or garnishment proceedings are initiated against Cardholder or his property, the Credit Union may elect to declare all amounts then owed to the Credit Union to be immediately due and payable without notice or demand of any kind. If Cardholder has other loans from the Credit Union, or takes out other loans with the Credit Union in the future, collateral securing those loans will also secure the Cardholder's obligations under this agreement. However, unless the Cardholder expressly agrees otherwise, the Cardholder's household goods and any dwelling will not secure Cardholder's obligations under this agreement even if the Credit Union has or later acquires a security interest in the household goods or a security interest in the dwelling. To the extent that Cardholder has specifically identified and expressly pledged such accounts in Cardholder's credit card application or other separate agreement, the Credit Union shall have a security interest in Cardholder's deposit accounts held by the Credit Union in order to secure Cardholder's obligations under this agreement.
9. This agreement may be amended from time to time by the Credit Union by written notice mailed to Cardholder at Cardholder's last known address.
10. Except to the extent that Federal law is applicable, the validity, construction and enforcement of this agreement and all matters arising out of the issuance and use of the Card shall be governed by the laws of the State of Missouri.
11. **Other Charges.** A late payment charge may be imposed upon the amount of any minimum periodic payment which is not paid in full within 15 days of its scheduled due date. The amount of this charge shall be equal to the lesser of \$25.00 or 5% of the amount for the delinquent minimum periodic payment, but in no event shall such charge be less than \$25.00. A returned check handling fee may be imposed in an amount not to exceed \$20.00 per item. The following fees may also be imposed: over-the-limit fee—\$20.00 (assessed if card is over the limit at time of billing cycle), duplicate state fee—\$3.50, copy of sales slip fee—\$3.50, copy of invoice fee—\$3.50, copy of check fee—\$3.50, and/or replacement card fee—\$3.00. Fees will carry finance charges as if they were credit purchases. Charges described are governed by section 408.145 of the revised statutes of Missouri.
12. **Foreign Currency Transaction Fee (Finance Charge).** For each transaction made in a foreign country, we add an additional 1% of the transaction amount after its conversion into U.S. dollars. The foreign currency transaction fee will be added to the appropriate balance with the foreign currency transaction. The foreign currency transaction fee may cause the annual percentage rate on the billing statement on which the transaction made in a foreign currency first appears to exceed the nominal annual percentage rate.
13. **Transaction Fee for Cash Advances (Finance Charge).** To each cash advance we add an additional 2% of the amount advanced, but not less than \$5 or more than \$50. This fee will be added to the appropriate balance with the cash advance. The transaction fee may cause the annual percentage rate on the billing statement which the advance first occurs to exceed the nominal annual percentage rate.
14. Cardholder may be liable for the unauthorized use of the Card or Related Cards as provided in this paragraph. The Cardholder will not be liable for any unauthorized use that occurs after the Credit Union is notified, orally or in writing at: PSCU Service Centers, INC., P.O. Box 31281, Tampa, Florida 33631, Telephone Number during Tigers Credit Union business hours: (573) 443-8462 or (888) 673-2844, or after hours: 1 (800) 449-7728. If Cardholder has a consumer account or a business account for which less than 10 Cards have been issued, Cardholder's liability for unauthorized use of a Card will not exceed \$50.00. If 10 or more Cards are issued for use by employees of a single business or other organization, there is no limit to Cardholder's liability for any unauthorized use that occurs before Cardholder notifies the Credit Union as provided herein; the business or organization may only impose liability on its employees for unauthorized use of a Card as authorized by federal law and regulation.
15. Cardholder agrees that the Credit Union, its agents or service companies may monitor and/or record any telephone communications with Cardholder.
16. If it becomes necessary to bring suit against Cardholder to collect any amounts due under this agreement, the Credit Union shall be entitled to recover its reasonable attorney's fees and court costs, provided that such recoverable attorney's fees shall not exceed fifteen percent (15%) of the amount due and payable under this agreement.
17. The use of Cardholder's Card or Account for an illegal transaction or an illegal purpose is strictly prohibited. If Cardholder uses Cardholder's Card or Account for an illegal transaction or an illegal purpose, then (i) Cardholder will be in default and subject to the terms of Paragraph 8 of the Agreement; (ii) at the Credit Union's discretion and at any time thereafter, the Credit Union can suspend or terminate Cardholder's Account and/or revoke Cardholder's Card; and (iii) Cardholder waives Cardholder's right to bring any legal action against the Credit Union arising out of or relating to such illegal use or any activity directly or indirectly related to such use. Cardholder hereby agrees to indemnify and hold the Credit Union harmless from any suits or other legal action, or any other liability, directly or indirectly arising out of or resulting from such illegal use, including, where permitted by law, court costs and reasonable attorney's fees.
18. Cardholder agrees not to use the Card to purchase or engage in online (Internet) gambling transactions and agrees that the Credit Union shall have the right to block and refuse to authorize any such transactions.
19. Tigers Credit Union is a division of West Community Credit Union.

YOUR BILLING RIGHTS

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

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at Tigers Credit Union, 3 Brady Commons, Columbia, MO 65211. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

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.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

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

SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on the right:

- (a) You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.