

# ASE Credit Union Visa<sup>®</sup> Credit Card Agreement (Keep for your records)

In this agreement the words "you" and "your" mean each and all of those who apply for the Card or who sign this Agreement. "Card" means the Visa<sup>®</sup> Credit Card and any duplicates and renewals we issue. Everyone who receives, signs, or uses a Card issued under this Agreement must be a member of this Credit Union. "Account" means your Visa<sup>®</sup> Credit Card Line of Credit Account with us. "We", "us" and "ours" mean ALABAMA STATE EMPLOYEES 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 Account. For example, you are responsible for charges made by yourself, your spouse and minor children. You also agree to be 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 and if you 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. Any person using the Card is jointly responsible for all charges on the Account including yours.

2. **LOST CARD NOTIFICATION.** If you believe the Card has been lost or stolen, you will immediately call us at 1-800-634-9171.

3. **LIABILITY FOR UNAUTHORIZED USE.** 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. In any case, your liability will not exceed \$50.00. Such liability limits do not apply when the Card is used to make an electronic fund transfer.

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 this approved Credit Line. Each payment you make on the Account will restore your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our Loan Staff. We may at any time and for any reason not prohibited by law, reduce your Credit Line from time to time, refuse to make an advance or revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this agreement or our adverse reevaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either you or us does not affect 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 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 and other creditors who inquire of us about your credit standing, to the extent authorized in our By-Laws.

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 30 days from the statement date. If your statement says the payment is "Now Due", your payment is due no later than 30 days from the statement 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 two percent of your Total New Balance or \$25.00, whichever is greater, not to exceed your Total New Balance, 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 within 30 days. Subject to applicable law, upon receipt of payment, the Credit Union will apply amounts in excess of the minimum payment amount first to the balance bearing the highest rate of interest, and then to each successive balance bearing the next highest rate of interest, until the payment is exhausted. If a payment is ever late 10 days or more, you agree to pay us a late charge of \$20.00. If a payment by check or draft is returned, you will be charged a return check fee of \$20.00.

7. **FINANCE CHARGES.** You have a 25 day grace (no finance charge) period on your purchases, cash advances and balance transfers if you paid the Total New Balance for your Account on your last statement by the end of the grace period. You also have a 25 day grace period for new purchases, cash advances and balance transfers if you did not have a balance on your last statement. The grace period starts on the statement closing date. If you do not pay the Total New Balance for your Account by the end of the grace period, FINANCE CHARGES will be imposed on the unpaid purchases, cash advances and balance transfers from the first day of the billing cycle and on new purchases, cash advances and balance transfers from the date they are posted to your Account. The FINANCE CHARGE is calculated by multiplying the average daily balance on your Account by the monthly periodic rate. Although the VISA rate is subject to change, the most recent VISA monthly periodic rate for purchases, cash advances and balance transfers may be as low as 0.0074917 or as high as 0.01583 with an ANNUAL PERCENTAGE RATE as low as 8.99% or as high as 18.00% for those who qualify. Your ANNUAL PERCENTAGE RATE will be based on your creditworthiness. You agree that your applicable ANNUAL PERCENTAGE RATE will be that rate provided by us in writing when this Account is opened and you are issued your card under this Agreement. To get the average daily balance for your account, the daily balances for the billing cycle are added and the total is divided by the number of days in the cycle. To get the daily balance, new cash advances and new purchases are not added if you paid the Total New Balance for your Account on your last statement by the end of the grace period or if you did not have any balance during the previous cycle. 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. If a payment is delinquent for 30 days, your ANNUAL PERCENTAGE RATE will increase the daily periodic rate calculated on an ANNUAL PERCENTAGE RATE OF 4.0% HIGHER THAN THE ANNUAL PERCENTAGE RATE OFFERED ON YOUR ACCOUNT until such a time as you have made six consecutive monthly payments on time. At such time, your rate will revert to the ANNUAL PERCENTAGE RATE offered at the time this Account was opened.

8. **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 also be in default if (a) your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement, (b) you break any promise you have made to us under this Agreement or another agreement you have with us, (c) any statement you have made in this Agreement, in connection with this agreement or in connection with any other agreement you have with us is not true, or (d) we should otherwise feel insecure in receiving payment of the Account balance for whatever reason. If you are in default, we have the right to demand immediate payment of your full Account Balance at once without notice to you. 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 security given for your Account may be applied towards what you owe. In the event of a default, you agree to pay all costs of collecting the amount you owe under this agreement including, if the unpaid balance under this plan is greater than Three Hundred Dollars (\$300.00) at the time of collection, reasonable attorney's fees if the debt is referred for collection to an attorney who is not our employee, and, if suit is filed, court costs.

9. **USING THE CARD.** You may use the card issued to you to make purchases in person, and by mail or telephone from merchants and others who accept Visa<sup>®</sup> cards. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program and from automated teller machines (ATMs) such as Visa<sup>®</sup> ATM Network, which provides access to the Visa<sup>®</sup> system. (Not all ATMs provide such access). You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advances, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. We may make a reasonable charge for photocopies of slips you request.

10. **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 slip which we will post to your Account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1.00 or more, refund it on your written request or automatically after six months.

11. **FOREIGN TRANSACTIONS.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by Visa<sup>®</sup> U.S.A. Currently the currency conversion rate used to determine the transaction amount in U.S. Dollars is either (1) the wholesale market rate or (2) the government-mandated rate, whichever is applicable, in effect one day prior to the processing date, increased one percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

12. **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) arising out of goods or services you purchase with the Card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and (a) your purchase was made in response to an advertisement we sent or participated in sending you, or (b) your purchase costs more than \$50.00 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

13. **SECURITY INTEREST.** To secure your Account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the use of the Card. If you default, we will have the right to recover any of these goods which have not been paid for through our application of your payments. You pledge all share and/or deposits (including amounts in draft accounts) and payments and earnings thereon which you now or hereafter may have with us, whether held jointly, individually or in trust, as security for any and all monies advanced or purchases made by the use of the Card and any interest accrued thereon. Upon default you authorize us to take what you owe us out of any such account (except Individual Retirement Accounts) you have with us.

14. **EFFECT OF AGREEMENT.** This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advance, credit or other slips you sign or receive may contain different items. We may amend this Agreement from time to time by sending you an advance written notice required by law. Your use of the Card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing Account balance as well as to future transactions.

15. **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 of you.

16. **DELAY IN ENFORCEMENT.** No delay in enforcement of our rights under this Agreement will result in any loss of our rights or relieve you of any of your obligations.

17. **INVALIDITY OF PROVISIONS AND CAPTIONS.** If any provision of this Agreement is deemed invalid, the rest of this Agreement will remain in full force and effect. The paragraph headings are for convenience only and do not form a part of this Agreement.

18. **COPY RECEIVED.** By signing the Included application or checking the box marked I AGREE when submitting an application electronically, you acknowledge receipt of a copy of this Agreement and Billing Rights Statement which should be removed from the application or printed from this page and kept.

# ASE Credit Union VISA Credit Card Application & Solicitation Disclosure

Interest Rates and Interest Charges		
<b>Annual Percentage Rate (APR) for Purchases</b> All rates listed are based on credit worthiness	Visa	8.99%- 18.00%
<b>APR for Balance Transfers</b> All rates listed are based on credit worthiness. The balance Transfer rate of 0% applies for a period of six months on all balance transfers. After that, your APR will increase to new, non-introductory APR of 8.99% - 18.00%. Balance transfer rates do not apply to purchases or cash advances, which will be at the current qualifying rate.	Visa	0%
<b>APR for Cash Advances</b> All rates listed are based on credit worthiness	Visa	8.99%- 18.00%
<b>Penalty APR and When it Applies</b>	4.00% above your APR rate This APR may be applied to your account if your required payment is delinquent for 30 days or more. <b>How Long Will the Penalty APR Apply?</b> If your APR is increased for this reason, the penalty APR will apply until you make 6 consecutive minimum payments when due.	
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay the entire balance by the due date each month.	

<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$0.01
<b>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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
<b>Annual Fee</b>	NONE
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>Balance Transfer</li> <li>Cash Advance</li> <li>Foreign Transaction</li> </ul>	None None 1% of each transaction in USD
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>Late Payment</li> <li>Return Payment</li> </ul>	\$20.00 \$20.00
<b>Other Fees</b> <ul style="list-style-type: none"> <li>Card Replacement</li> <li>Copy of Sales Receipt</li> </ul>	\$3.00 \$4.00

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

The information about the costs of the card(s) described in this disclosure is accurate as of 02/16. This information may have changed after that date. To find out what may have changed, write to us at:

ASE Credit Union  
 P.O. Box 231150  
 Montgomery, AL 36123  
 or call (800) 634-9171

#### YOUR BILLING RIGHTS (KEEP THIS NOTICE FOR FUTURE USE):

This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act. NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR LOAN ACCOUNT STATEMENT. If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. 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, but doing so will not preserve your rights. In the letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. If you have authorized us to pay your loan account automatically from your savings or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three 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 statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to send statements to you for the amount you question you will not have to pay any finance charge 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 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 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about the statement. 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 cannot 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 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 service. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50. These limitations do not apply if the credit card issuer owns or operates the merchant, or mailed you the advertisement for property of services.