

# Visa® Access Credit Card Agreement and Disclosures



Greenville  
Federal  
Credit Union

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M-901197

## GREENVILLE FEDERAL CREDIT UNION

Visa® Access

Important Information About Your Credit Card Account

Interest Rates and Interest Charges		
<b>ANNUAL PERCENTAGE RATE (APR) for Purchases, Balance Transfers, and Cash Advances</b>	<b>17.990%*</b> as of 09/01/2021	
<b>Paying Interest</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 your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.	
<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 the website of the Consumer Financial Protection Bureau at: <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>	
Fees		
<b>Annual Fee</b>	\$49	
<b>Transaction Fees</b>	Cash Advances and Balance Transfers <b>None</b>	Card Replacement <b>\$5.00</b>
	Paper Statement <b>\$3.00</b>	Rush Replacement <b>\$50.00</b>
<b>Penalty Fees</b>	Late Payment Fee: <b>\$20</b>	

**How We Will Calculate Your Balance:** We will use a method called “average daily balance (including new purchases”). See your account agreement for more details.

**Minimum Payment Due:** If by the payment due date you do not pay your balance in full, you agree to pay at least the minimum billed payment amount of 2% of the New Balance (rounded up to the next whole dollar) or \$20, whichever is greater. Should your New Balance be less than \$20, you agree to pay the New Balance in full by the payment due date.

**\*The Credit Union, at its sole discretion, may change the APR from time to time in compliance with applicable laws and/or regulations. Any change in the APR will apply to new Purchases, Balance Transfers, and Cash Advances.**

The credit union will acquire a security interest in the property purchased with your credit card and collateral securing other loans with us may also secure this account. Also, you are giving us a security interest in your shares and other deposits in the credit union.

The information about the costs of the Visa card described in this disclosure is accurate as of the printing date and subject to change. To find out what may have changed, call us at 800.336.6309 or 864.235.6309 during business hours or visit online at [www.greenvillfcu.com](http://www.greenvillfcu.com) or write to us at 1501 Wade Hampton Blvd., Greenville, SC 29609.

**THIS IS YOUR AGREEMENT AND DISCLOSURE STATEMENT WITH GREENVILLE FEDERAL CREDIT UNION. PLEASE READ IT CAREFULLY AND KEEP IT FOR YOUR RECORDS. IT SUPERSEDES ALL PRIOR AGREEMENTS AND DISCLOSURE STATEMENTS RELATING TO YOUR ACCOUNT. YOU DO NOT HAVE TO SIGN THIS AGREEMENT. YOUR AGREEMENT TO ALL OF THESE PROVISIONS, AS AMENDED FROM TIME TO TIME INCLUDING THE CARD ISSUED BY US, WILL BE SHOWN BY YOUR APPLICATION FOR THE CARD, YOUR ACCEPTANCE OF THE CARD, OR YOUR USE OF THE CARD, WHICHEVER OCCURS FIRST.**

**Definitions Used to Understand Your Agreement with Us:** In this Agreement, the word "Card" means either one or more VISA credit cards and any duplicates, renewals, or substitutions we issue. The words, "you," "your," and "yours" mean all cardholders (borrowers and co-borrowers); anyone any cardholder permits to use the Card(s); as well as any authorized user for whom an additional Card(s) is issued to the extent of their purchases and cash advances, as well as transactions by anyone they permit to use the Card(s). The word "cardholder" means any applicant or co-applicant to whom a Card is issued by us. The words "Credit Union," "we," "us," and "our" mean Greenville Federal Credit Union. The words "Convenience Checks" mean one or more checks that we may send to you to access your Credit Card Account. "Applicable Law" shall include: "(i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; and (ii) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time.

**Your Pledge of Shares and Security Interest for Your Loan Advances:**

**BY SIGNING AN APPLICATION, ACCEPTANCE, OR AUTHORIZED USE OF ANY CREDIT CARDS, YOU GRANT AND PLEDGE A CONSENSUAL LIEN TO US ON ALL SHARES TO SECURE PAYMENT OF YOUR OBLIGATIONS ON THIS ACCOUNT. IN ADDITION, YOU ACKNOWLEDGE OUR STATUTORY LIEN RIGHTS UNDER THE FEDERAL CREDIT UNION ACT; YOU AGREE THAT SUCH A LIEN IS IMPRESSED AS OF THE DATE THAT THIS ACCOUNT IS OPENED; AND YOU AGREE THAT WE CAN APPLY THE SHARES PLEDGED AT THE TIME OF ANY DEFAULT ON THIS ACCOUNT WITHOUT FURTHER NOTICE.**  
"Shares" for the purpose of your pledge to secure your obligations to the Credit Union means all deposits in any share savings, share draft, club, certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held—regardless of contributions—that you have on deposit now or in the future. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.

**Military Lending Act Partial Exception:** If you or your dependents are expressly covered and entitled to the protections provided by the Military Lending Act then **NO PLEDGE OF SHARES OR LIEN ON SHARES APPLIES EXCEPT FOR A SHARED SECURED CREDIT CARD FOR WHICH YOU EXECUTE A SEPARATE SECURITY AGREEMENT.** Any provisions of the

**Agreement (below) that address the items expressly excepted in any section to the contrary also do not apply to such Loans.**

**Security Agreement:** “*Non-Purchase Money Security Interests*”—Payments on your Account are secured by any security interest in any property securing your other obligations to the Credit Union, whether existing now or in the future, except your household goods and your primary residence. “*Purchase-Money Security Interests*”—You hereby grant Credit Union security interest in all property purchased/acquired by you or any authorized user pursuant to the use of this Account, including a purchase-money security interest in any household goods purchased/acquired with an extension of credit upon this Account. These *Purchase-Money Security Interests* shall secure faithful performance of all obligations arising under this Agreement; and the Credit Union shall have all of the rights of a secured party in accordance with Article Nine of the Uniform Commercial Code and/or other applicable law.

**How to Use this Account:** You must sign the Card in order to use it. You can purchase or lease goods and services (“Purchases”) from any merchant who honors your Card up to your maximum credit limit by presenting your Card and signing a sales slip or writing a Convenience Check for the amount of the Purchase. You may also use the Card to obtain cash loans (“Cash Advances”) up to your maximum credit limit from financial institutions that accept the VISA credit card, and by use of preprinted Convenience Checks that the Credit Union may issue to you. You agree not to present your Card, obtain a Cash Advance, or write a Convenience Check for any extension of credit in excess of your available Credit Limit (the difference between your outstanding balance and your maximum credit limit) on your account. Certain purchases and cash advances require authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our system is not working, we may not be able to authorize a transaction, even though you have sufficient credit available. Also, for security reasons, we may block the use of your Card in certain countries or geographic areas. We will have no liability to you or others if any of these events occur.

You authorize us to honor any Purchase or Cash Advance you make by telephone or mail on this account. You agree that a signature is not necessary as identification in such cases. We reserve the right to refuse to honor any request for credit, to reduce your credit limit or terminate your account at any time using our sole discretion, based on changes in the economy, the Credit Union’s financial condition, your creditworthiness or for any other reason not prohibited by law.

**ATM Access:** If you have received a personal identification number (PIN), you may use your Card and PIN to obtain Cash Advances at any Automatic Teller Machine (“ATM”) that accepts your Card. Your PIN is confidential and should not be disclosed to anyone. You agree not to write your PIN on your Card, you will not keep your Card and PIN together, and you will not provide your PIN to anyone who is not an authorized user. Except as otherwise provided for, advances through ATM access will be treated as Cash Advances under this Agreement. Advances at authorized ATMs are limited to a single transaction of \$510, a total of \$510.00, and no more than 4 transactions during any 24-hour period. The total of all cash advances on your Visa Account and any withdrawals from your other accounts through an ATM in any 24-hour period may be combined for the purpose of this limitation. Although we do not charge a fee for this service, others may. **Owners of ATMs that we do not own may charge fees in addition to any fees disclosed in this Agreement. This is not a fee charged by your 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.**

**Money Transfer Services (MTS):** You will have access to MTS upon your successful enrollment in the MTS Program. You may use your Card to transfer funds to, or receive funds from, any Card that has been enrolled in MTS by another Participant. The minimum Transmittal Amount is \$1.00, and the maximum Transmittal Amount is \$2,500.00. You may not transfer more than \$2,500.00 per day or more than \$10,000.00 per month. In addition, you may not receive more than \$2,500.00 per day or \$10,000.00 per month. We may increase or decrease these limits from time to time in our sole discretion. We reserve the right to accept or reject any MTS request in our sole discretion. Only you may access MTS and initiate a request using your Card. You may only have one Card enrolled in MTS at any one time. Subject to these Terms and Conditions and following successful transmission of your request to the Issuer, the Issuer will transfer funds to the designated Recipient's Card pursuant to such request and debit the transmittal amount and any applicable fees from your card balance. You acknowledge and agree that any fees that may be charged in connection with any request you submit, even one that is later voided, are fully earned and non-refundable. Each transmittal amount you send pursuant to a request will be posted to the Recipient's Card in accordance with the posting rules established by the financial institution that has issued such Card. Each transmittal amount that is sent to your Card will generally be posted to your Card within two (2) Business Days after we receive the Transmittal Amount from the Sender. Any charges that you may incur in accessing MTS, including, without limitation, any mobile phone airtime charges, or internet connection charges, shall be your sole responsibility. Any offer to enroll or participate in MTS is void where prohibited by Applicable Law. **For Recipient where Credit Union Does Not Also Originate:** If you receive any transmittal amount from any MTS provider you agree not to receive more than \$2,500.00 per day or more than \$10,000.00 per month. We may increase or decrease these limits from time to time in our sole discretion. We reserve the right to accept or reject any MTS request in our sole discretion. Each transmittal amount that is sent to your Card will generally be posted to your Card within two (2) Business Days after we receive the Transmittal Amount from the Sender. **Fees for MTS:** Until we post an amendment, we will not charge you any fees for the MTS Services. Once we begin charging fees, we will normally deduct fees and charges automatically from your Card balance at the time a fee or charge is incurred for MTSs sent or received.

**Your Maximum Credit Limit:** Your Maximum Credit Limit will appear on your monthly statement. At our discretion, we may change your credit limit at any time, and may provide separate limits for purchases and for cash advances. We will notify you if we do, either by mail or through your monthly billing statement. You may request a change to your credit limit by contacting the Credit Union by telephone or mail. Your continued use of the card will show your agreement to any such increase. If you object to an increase in your credit limit, you must notify Credit Union in writing. Upon receipt of such notice, your credit limit will be reduced to its prior limit; however, you will be responsible to pay any amounts by which you have exceeded the reduced limit. You agree to pay any amounts you owe that exceed your maximum credit balance upon demand. You agree we are not obligated to extend to you credit for any amount that would cause your outstanding balance to exceed your Maximum Credit Limit, or for any amount if your outstanding balance already exceeds your Maximum Credit Limit. Any increase in your Maximum Credit Limit requested by you will require you to make a written application for our approval. In assessing your credit limit under the provisions in this Section (either at our discretion or

upon request): (a) we may and you authorize us to review your credit history, including consumer credit reports; (b) you authorize us to have this review made by third parties to determine whether you meet the criteria we have set for such an increase; and (c) this process shall not be pre-screening under the Fair Credit Reporting Act or other applicable laws or regulations based on our existing relationship and this Agreement. The minimum line of credit with this card is \$500.

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. You agree that the Maximum Credit Limit will at no time exceed the agreed upon amount, and that any credit balance will not be available or increase the Maximum Credit Limit available for new purchases or cash advances during any billing cycle.

**General Terms Governing Your Payments:** You will be jointly and severally liable and agree to pay the Credit Union for all charges (purchases, cash advances, finance charges, and other charges added to your Account under the terms of this or any other agreements with us) extended to you or anyone else using any Card issued for your account, unless the use of such Card is by a person other than you, who does not have actual, implied or apparent authority for such use and from which you receive no benefit. Authority includes, but is not limited to, any authorized users permitting another person to use any Card(s). Further, all users are obligated to us for all charges they make, authorize or permit. The Credit Union can accept late or partial payments as well as payments that are marked with "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. You must pay the Credit Union in U.S. dollars drawn on funds on deposit in the United States. If you make payment with other currencies or from an institution domiciled outside the United States, then your payment will not be credited until the funds have been collected by us in U.S. dollars. The Credit Union will determine the method of applying payments and credits to your account, which will in all respect comply with any specific requirements of applicable laws.

Unless otherwise required by specifically applicable laws, for payments received by mail by 5:00 PM Eastern Time, you will receive credit that day; and for payments made in any other manner, including in person, your account will be credited the day payment is received.

***To protect you and us, the Credit Union, in its sole discretion, may place a temporary freeze on all or part of the credit available to you for new purchases or cash advances under this agreement any time the Credit Union receives a large payment (\$1,000.00 or more), by a method other than cash, certified funds or electronic transfer. In such cases, the Credit Union may freeze your credit line until payment is actually collected by us.***

**Maximum Fees—First Year:** During the first year after the credit card is opened the total fees charged to your credit card will not exceed 25% of the credit limit in effect when the account is opened. This limit does not apply to late payment fees, over-limit fees or returned payment fees or other fees you are not required to pay with respect to the account such as an expedited payment for making a payment by phone. However, the limit does apply to cash advance fees, balance transfer fees and foreign transaction fees.

**Minimum Payment Due:** You can pay off your account balance in full each month or you can pay in monthly installments. If you do not pay your balance in

full, you agree to pay at least a minimum payment of 2% of your New Balance (rounded to the nearest whole dollar) or \$20.00, whichever is greater, at the end of each statement period. If the New Balance shown on your periodic statement is \$20.00 or less, you agree to pay the full amount due. Unless the Credit Union takes other action as a result of a default under this Agreement, the Minimum Payment Due will also include any amount that is past due and any amount by which your new balance exceeds your credit limit. Payments and credits will be applied first to pay billed but unpaid finance charges; annual fee (if applicable); late charges, and other fees or charges provided for herein; and next to unpaid cash advances; and then to your unpaid purchase balance. You must pay at least the minimum payment each month, but you may pay more than that amount at any time without a penalty. The sooner you pay your new balance, the less you will have to pay in finance charges. The "Payment Due Date" will be shown on your periodic statement.

**Grace Period for Repayment of the Balance for Purchases:** Grace period for repayment of the balance for purchases will be no less than 25 days from the close of the billing cycle. See your statement for billing cycle date.

**Returns and Adjustments:** Regarding your transaction with merchants and others who honor your Card, they 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.

**Foreign Transaction Fee:** If you make a transaction in a currency other than U.S. dollars using a Visa Card, then Visa International "Visa" will convert the charge into a U.S. dollar amount. Purchases and cash advances will be billed to you in US Dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is either (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. The currency conversion rate for the processing date may differ from the rate in effect on the date of the transaction or the date the transaction is posted to your Account. **Point of Sale Conversion:** Some merchants outside the United States offer cardholders the option of having Card transactions converted to U.S. dollars by Visa, as described above, or by the merchant itself. If the latter option is chosen, the currency conversion rate is determined solely by the merchant involved in the transaction, and no foreign currency conversion fee is charged by the bank for the transaction. **Special Note:** Any transaction processed outside the United States will be charged the foreign transaction fee(s) described above even if you are located within the United States when you make the transaction.

**Annual Percentage Rate (APR):** The Credit Union, at its sole discretion, may change the APR from time to time in compliance with applicable laws and/or regulations. Any change in the APR will apply to new Purchases, Balance Transfers, and Cash Advances.

**Interest Charges:** WILL BE IMPOSED IN THE FOLLOWING MANNER AND WILL BE IN AMOUNTS NOT IN EXCESS OF THOSE PERMITTED BY LAW—  
**Credit Purchases (Method G):** To avoid incurring an additional Interest Charge on the balance of Credit Purchases reflected on your statement and any new Credit Purchases appearing on your next statement, you must pay the

entire New Balance shown on your statement before the Payment Due Date. The Interest Charges for a billing cycle are computed by applying the daily periodic rate to the average daily balance multiplied by the number of days in the billing cycle OR 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 is determined by adding to the Previous Balance of Credit Purchases and any new Credit Purchases posted to your account and subtracting any payments as received and credits a posted to your account but excluding any unpaid Interest Charges. **Cash Advances (Method A):** Interest charges on Cash Advances begin to accrue on the date you obtain a Cash Advance or the first day of the billing cycle in which it is posted to your account, whichever is later. The Interest Charges for a billing cycle are computed by applying the daily periodic rate to the average daily balance multiplied by the number of days in the billing cycle OR the monthly Periodic Rate to the average daily balance during the billing cycle, 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 is determined by adding to the Previous Balance any new Cash Advances you receive, and subtracting any payments as received or credits as posted to your account but excluding any unpaid Interest Charges.

**“Promotional Rate” Interest Charges:** From time to time and in our sole discretion we may offer a special rate applicable to certain transactions such as particular purchases (as defined by us), balance transfers, cash advances or purchases made by using Convenience Checks. Applicable terms and conditions will be disclosed at the time any such promotion is offered and are incorporated into this Agreement by reference. The promotional rate will apply only to the transactions and for the period of time set forth in any such offer from us. Existing balances and new purchases or advances not expressly subject to any such promotion will remain governed by the terms and conditions of this Agreement. In addition, the terms and conditions of this Agreement will govern your obligations regarding any unpaid balance or transactions that are made subject to any such promotional offer, that are not fully paid within the time period set forth in such promotional offer.

**Monthly Statement:** We will send you a monthly billing statement whenever there is activity on your account. Your monthly statement will show an itemized list of current charges (Purchases and Cash Advances) and Convenience Check transactions to your account, your new balance, any Finance Charges, the minimum payment due, and the payment due date. In addition, it will show your current credit limit, payments, and credits, a summary showing your Purchases and Cash Advances, the merchant, electronic terminal, or financial institution at which transactions were made, as well as other information concerning your account. Sales, Cash Advance, credit, or other slips cannot be returned with any statement. You will retain a copy of such slip furnished at the time of the transaction in order to verify your monthly statement.

**E-Statements:** If provided electronically, statements will be (1) e-mailed to you as an attachment or (2) you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy/download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by any owner.

**Additional Benefits/Card Enhancements:** The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, purchase rewards or rebates. You understand that the Credit Union is not obligated to continue or to offer such services and may withdraw or change them at any time. If these benefits are withdrawn prior to any accrued

use by you, the Credit Union will have no obligation to provide the benefit or enhancement, or any other compensation or consideration.

**Merchant Disputes:** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card except as set forth in the Special Rules for Credit Card Purchases set forth in this Agreement.

**Late Payment Fee:** We will charge your account a fee as disclosed for each billing cycle in which your minimum payment is not received by the stated payment due date. This fee may be added to your account balance or collected from you on demand.

**Returned Payment or Insufficient Funds Fee:** We will charge your account a fee as disclosed if your payment by any method, including check, electronic transfer, home banking transaction or otherwise, is not honored, collected by us, or if we must return it to you because it cannot be processed for any reason. This fee may be added to your account balance or collected from you on demand.

**Copies, Research and Card Replacement Fees:** We will charge you a fee as disclosed if you ask for a copy of any document, such as a sales slip, or billing statement, or need to replace a card for any reason. This fee may be added to your account balance or collected from you on demand. No charge will be imposed in connection with any asserted and verified billing error.

**Your Responsibility and Liability for Unauthorized Use and Lost or Stolen Cards or Convenience Checks:** If your Card or Convenience Checks are lost or stolen, or if you are afraid someone used or may use them without your permission, you must notify the Credit Union at once by calling **1.800.336.6309**. If notice is given orally, you will promptly confirm it in writing. The Credit Union may require you to provide certain information in writing to help us investigate any unauthorized use. Further, you agree to cooperate and assist us or any government or law enforcement agent or agency in investigating, collecting, or pursuing any other rights (civil and criminal) relating to any unauthorized use. In this regard, you agree to file an appropriate police report when asked to do so. **Do not use the Card or the Convenience Checks after you have notified the Credit Union, even if you find them or have them returned to you.**

You are liable for all transactions that you authorize. **No Liability:** You will have no liability for unauthorized use of your Card, Convenience Checks, or other Access Devices for non-ATM transactions made over the VISA Network; **HOWEVER - your liability with respect to unauthorized transactions may be greater than the zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card.** **Limited Liability:** For transactions on other networks or ATM transactions, you may be liable for unauthorized transactions using your Card, Convenience Checks, or other Access Devices that occur before we are notified; however, your liability for unauthorized use on networks other than VISA will not exceed \$50.00. In any case, you will not be liable for any unauthorized use after notifying us of the loss, theft, or unauthorized use of your Card, Convenience Checks, or other Access Devices.

**Our Liability for Failure to Complete Transactions:** If we do not complete a transaction pursuant to any request, and/or in the correct amount, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- if through no fault of ours, you do not have adequate funds available on your Card to complete the transfer

- if circumstances beyond our control (such as fire, flood, terrorist attack, national emergency, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions we have taken
- if access to your Card has been blocked after you reported your Card lost or stolen
- if there is a hold on your Card for any reason
- if your funds are subject to legal process or other encumbrance restricting their use
- if your transfer authorization terminates by operation of law
- if a computer system or mobile device was not working properly and you knew about the problem when you initiated the transaction
- if we have reason to believe that the requested transaction is not authorized or as otherwise provided in this Agreement

**What the Credit Union may do if You do not meet Your Obligations under this Agreement (“Default”):** You will be in default if: (a) you fail to pay the Minimum Payment Due by the Payment Due Date; (b) the Credit Union, in its sole discretion, feels insecure (For example: Our good faith belief that your ability to pay your account is impaired; use of your account in any manner or in any way that may expose the Credit Union to a risk of loss; etc.); (c) your ability to repay is materially reduced by a change in your employment, by an increase in your obligations, by bankruptcy or insolvency proceedings involving you, by your death, or (for community property state residents only) by a change in marital status or domicile; (d) you exceed your credit limit without our permission; (e) you have made a false or misleading statement to us in your application or otherwise; (f) you are in default under any other agreement with us; (g) if you use or authorize the use of any Card(s) to make or facilitate any illegal transaction; or (h) you fail to perform any of your other obligations under the terms of this Agreement as it may be amended from time to time. Upon default we may close your Account to future purchases and advances and, to the extent not prohibited by Governing Law, demand immediate payment of your entire Account balance, after giving you any notice and opportunity to cure the default if required by applicable law. The Credit Union’s sole obligation hereunder with regard to determining and declaring an event of default is the exercise of “good faith,” based on its subjective understanding of applicable facts. We shall also have the right to close your account and terminate access privileges where your account is inactive for such periods of time as we may from time-to-time determine to be appropriate for protecting both our and your interests.

**When You may be Responsible for Legal and Other Costs:** You agree to pay all costs incurred by the Credit Union in collecting any amounts you owe or in enforcing or protecting the Credit Union’s rights under this Agreement, including attorneys’ fees of 20% of the unpaid balance or such greater sum as may be reasonable, and also those costs, expenses and attorneys’ fees incurred in any appellate, bankruptcy and post-judgment proceedings, except as limited or prohibited by applicable law.

**Updating and Disclosing Financial Information:** We may report your performance under this Agreement to credit reporting agencies and secure follow-up credit reports on you for any legitimate business reason, including if you fail to make your minimum payments on time. We can reinvestigate and reevaluate any information you provide on your Visa Application at any time, and in the course of doing so, we may ask you to provide additional information, request credit bureau reports and/or otherwise verify your current credit standing.

**Access to Account Information:** You agree that all borrowers and authorized users will have access to information regarding transactions on your account,

*including but not limited to purchases and cash advances, account balances, account history, payments and other information relating to or arising with regard to this account or any transaction.*

**Change of Name, Address or Employment:** You will notify us immediately in writing if your name, home address, or employment changes.

**Correcting the Credit Union's Credit Report:** If you think the Credit Union reported erroneous information about you to a credit reporting agency, call the Credit Union at the telephone number listed on your monthly billing statement. We will promptly investigate the matter. We will contact each credit reporting agency whose records may reflect an error and require them to correct your report if our investigation proves you correct. If Credit Union disagrees with you after its investigation, we will advise you in writing or by phone and instruct you how to submit to those agencies a statement of your position that will become a part of your credit record with them.

**When Your Account may be Closed and Effects of Account Closing:** Any individual cardholder, without the consent of other cardholders, may close your Account at any time by notifying us in writing as indicated in this Agreement. Credit Union may close your account or suspend your Card privileges or Convenience Checks at any time without prior notice. Credit Union may also reissue a different Card or different checks at any time. You must return the Card or the Convenience Checks to the Credit Union upon request. You agree that the Card and all Convenience Checks remain the property of Credit Union. Each Card we issue will have an expiration date. Upon expiration of your Card your account will automatically terminate or the Credit Union, in its sole discretion, may extend your Agreement and issue a new card with a new expiration date. If your account is closed, expires or your credit privileges are terminated or suspended, you will remain responsible for paying all amounts you owe us according to the terms of this Agreement. Without limiting the foregoing, the Credit Union has the right to terminate your line of credit or any part of the services provided pursuant to this Agreement and to demand the return of all cards, access checks and other access devices if the Credit Union, in its sole discretion, feels that it is insecure for any reason whatsoever; including but not limited to mismanagement of your account, failing to safeguard any access device, creation of any credit balances by you that may increase the risk of loss or exposure of the Credit Union or failing to cooperate with the Credit Union or others with regard to any claim of unauthorized use or any other defense to payment under applicable law.

**Changing This Agreement:** The Credit Union may change the terms of this Agreement, including the Annual Percentage Rate, at any time. Except where limited by applicable law, the new terms, including, but not limited to, increasing the Annual Percentage Rate or the way the Credit Union calculates Interest Charges, late charges, and the minimum payment due, will apply both to new purchases and cash advances and to the existing outstanding balance of your account as of the day of the change. In accordance with applicable law, the Credit Union will notify you of any increased charge or change by writing to you at the most recent address shown for you on the Credit Union's records.

**The Effect of any Delay in Enforcement or Waiver:** The Credit Union may delay or waive enforcement of any of the provisions of this Agreement, including any agreement to make timely payments, without losing its right to enforce the same provision later or any other provisions of this Agreement. You waive the right to receive notice of any waiver or delay or presentment, demand,

protest, or dishonor. You also waive any applicable statute of limitations to the full extent permitted by law and any right you may otherwise have to require the Credit Union to proceed against any person before suing you to collect. You understand that the Credit Union will not be liable for a merchant's or other parties' refusal to honor your Card whether due to an error by the Credit Union, the merchant, the Credit Union's authorized agent, or other third party.

**Additional Terms of Agreement:** To the extent not prohibited by applicable law, the terms, interpretation and enforcement of any claim or dispute arising under this Agreement, as well as all parties' rights and duties, will be governed by South Carolina state law regardless where you may reside or use your account. Further, this Agreement is the contract which governs all transactions on your Account even though sales, cash advances, credit or other slips may contain different terms.

You may not transfer or assign your account or Card to any other person. The Credit Union may assign or transfer this Account, your Account balance, or this Agreement to another person, who will have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives. **If there are joint obligors or authorized users for this credit plan, each of you will have the right to use the Account to obtain loans pursuant to the terms hereof. Any one obligor's elections, transactions and directions to the Credit Union shall be binding upon all obligors.** Each of you will be liable for all obligations owing on the Account whether borrowed by you or otherwise and whether within or beyond the credit limit. Your liability will be joint and several. Either party has the right to cancel this Agreement. Further each of you is responsible for all amounts borrowed by any authorized user(s). Authorized users and other users may also be required to repay the amount owed for charges they make; however, you remain, at all times, primarily responsible for all amounts owed. All Cards, billing statements and notices will be mailed or delivered to the address given on the application for either applicant unless you direct otherwise in writing. If any law or judicial ruling makes any part, provision, sentence, or section of this Agreement unenforceable, the remainder will continue in full force and effect.

**Payment Protection Options—Credit Insurance:** If you elect insurance as set forth in your application and your application is approved, then the charges will be added to your Account balance each billing cycle. Credit insurance is voluntary and not required to obtain a credit card account with us. You have the right to terminate this insurance at any time by notifying us in writing.

**Convenience Payment Options:** If you establish an automated repayment plan and your designated account does not transfer the required minimum payment due so that we receive it by the stated due date, you remain responsible for making the required minimum monthly payment by the stated due date and any fees that may be assessed for failure to do so.

**Compliance with Applicable Laws and Prohibition of Illegal Transactions:** You warrant and agree that you will at all times comply with all Applicable Laws; and that your card and services are at all times subject to Applicable Laws. Further, you agree and warrant that your Credit Card, other access device or any related account will not be used to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. Certain federal and/or state laws or Card Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process, or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but

not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as charges incurred at a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility, or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

**SKIP PAYMENT OPTION:** At our option, we may offer you the opportunity to not make ("skip") a minimum payment during certain designated billing cycles ("skip payment period"). If you do not make your minimum payments as provided in this Agreement during such designated billing cycles, you understand that we will continue to apply Interest Charges to your account. Beginning with the billing cycle following an allowed skip payment period, all other provisions of this Agreement will apply. We have no obligation to accept your application for any skip payment period offered, and you authorize us to investigate your creditworthiness including obtaining consumer credit reports. We may charge you an application processing fee when disclosed for each skip payment period we may offer to cover our costs of investigating your qualifications for this extension including but not limited to the costs associated with researching your creditworthiness.

**Modifications to required minimum monthly payments:** We may allow you, from time to time, to omit a monthly payment or make a reduced payment. We will notify you when these options are available. This will only occur on an isolated basis, such as when the Credit Union is working with borrowers affected by a state or federally declared disaster. If in response to such notification, you may omit a payment or make a reduced payment, while interest charges, applicable fees, and other regular transactions, if any, will accrue on your account balances in accordance with this Agreement. The reduced payment amount may be less than your interest charges. You must make the reduced payment on time to avoid a Late Fee. You must resume making your regular Total Minimum Payment Due each month following any modifications made to your required minimum monthly payment.

**Optional Purchase Rewards Program (CU Rewards):** Participation in the travel/merchandise purchase point rewards program is automatic with this Visa credit card program. You understand and agree we are not obligated to continue or to offer such a program. We reserve the right to change the program and/or any third party program servicer with or without conversion of points, privileges, point accruals, redemption periods, etc. If benefits are withdrawn prior to any accrued use by you, we have no obligation to provide any benefit, enhancement, consideration or compensation to you or anyone. Program rules are provided by the program servicer and you agree to abide by those terms of use as amended from time to time.

**VISA Account Updater (VAU):** VAU is an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen, and new cards are issued, the service may update relevant card data (card numbers and expiration dates) to merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. Visa only sends updated card numbers and expiration dates. No other personal information is sent. If your name or address changes you will need to personally update merchants with those changes. The database is accessed by those qualified merchants seeking your account information after you requested they process a recurring payment or payments. This service is provided as a free benefit to you.

**Limitation of Lawsuits:** You agree that any lawsuit based on a cause of action against us must be filed within one year from the date it arises or you shall be barred from filing any lawsuit. This limitation includes tort, contract, and all other causes of action for which you and we may lawfully contract to limit.

**When Traveling:** Because card fraud continues to increase at an alarming pace the Credit Union takes extensive measures to minimize and prevent fraud. There are precautionary measures you should take as well:

- Notify the Credit Union of your extensive domestic or international travel plans
- Inquire about potential blocking of transactions in certain countries or locales
- Test your card and PIN before traveling
- Verify your card will not expire during your travels
- Carry alternative payment methods—travelers checks, additional credit or debit cards, etc.
- Do not pack or carry all payment methods in one place—put one in your wallet and another in your suitcase, etc.
- Remain alert to pickpockets
- Photocopy all payment methods, front and back, and keep copies on hand and at home

*If you would like information about credit counseling services, please call 1.866.685.6322. You may also visit [www.frbatlanta.org](http://www.frbatlanta.org) for a list of credit counseling and debt management services.*

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

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 STATEMENT/BILLING AT:**

**Greenville Federal Credit Union Card Services  
1501 Wade Hampton Blvd., Greenville, SC 29609  
800.336.6309  
[www.greenvillevfcu.com](http://www.greenvillevfcu.com)**

If you think your statement is wrong, or if you need more information about a transaction on your statement, you must write to us on a separate sheet of paper to the address listed in your periodic statement. You should 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 your letter, you should give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain 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 payment on any amount you think is wrong. To stop the payment, your letter must reach us 3 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, or report you as delinquent. We can continue to bill you for the amount you question, including INTEREST 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 the bill that are not in question.

If we find that we made a mistake on your statement, you will not have to pay the INTEREST CHARGES related to any questioned amount. If we didn't make a mistake, you may have to pay INTEREST 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 us and the date that it is due.

If you fail to pay the amount we think you owe us, we may report you as delinquent. However, if our explanation does not satisfy you and you write 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 your 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 you and us when it finally is. If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if the statement 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 purchase. There are limitations on this right:

1. You must have made the purchases in your home state or, if not within your home state, within 100 miles of your current mailing address; and the purchase must have been more than \$50.00, and
2. You must have used your credit card for the purchase (Cash advances from and ATM or with a check that accesses your credit card account do not qualify), and
3. You must not yet have fully paid for the purchase

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

## **CONTACT INFORMATION:**

**To report a lost or stolen VISA credit card after business hours, call toll free: 866.820.6796 You may also call the credit union toll free number and respond as prompted: 800.336.6309. If you are out of the country, call collect to 727.299.2449.**

**Note: The information in this document is accurate as of the printing date and is subject to change. For changes since printing, please contact us as noted above.**

Effective September 2022

**Greenville**  
3375 Pelham Rd.  
Greenville, SC 29615

**Greenville**  
1501 Wade Hampton Blvd.  
Greenville, SC 29609

**Mauldin**  
142 Tanner Rd.  
Greenville, SC 29607

**Greer**  
107 W. Church St.  
Greer, SC 29650

**greenvillefcu.com**  
**800.336.6309**



Greenville  
Federal  
Credit Union

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