



IN THIS AGREEMENT, "YOU" AND "YOUR" MEAN ANY PERSON WHO ACCEPTS THIS AGREEMENT OR USES THE CARD. THE "CARD" MEANS ANY CREDIT CARD ISSUED TO YOU OR THOSE DESIGNATED BY YOU UNDER THE TERMS OF THIS AGREEMENT. "WE", "US", "OUR" AND THE "CREDIT UNION" MEANS EVANSVILLE TEACHERS FEDERAL CREDIT UNION AND LIBERTY FINANCIAL, A DIVISION OF EVANSVILLE TEACHERS FEDERAL CREDIT UNION, OR ITS SUCCESSORS. BY USING YOUR CARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

**Termination; Change-in-Terms.** We may, by written notice, terminate this Agreement at any time, subject to applicable law. You may terminate this Agreement by written notice. Termination by either party shall not affect your obligation to repay any balance on your account resulting from use of the Card as well as Interest Charges and fees incurred. We may change the terms of this Agreement, including the method of calculating the periodic rate, at any time, by written notice, subject to applicable law. If our credit review indicates that your credit status has deteriorated, we may decrease your credit limit. Use of the Card constitutes agreement and acceptance of any change in terms, unless applicable law requires otherwise. Our failure to exercise any of our rights or to take any action shall not constitute a waiver of those rights, or an amendment or change in any of the terms of this Agreement.

**Late or Partial Payments.** Any payment that delays the reduction of your balance will increase your total interest costs. Partial payments or prepayments will not delay your next scheduled payment - you will still need to make the minimum scheduled payment by the next scheduled due date to keep your account current. We may accept late payments, partial payments, checks or money orders marked "payment in full" and such action shall not constitute final settlement of your account or a waiver or forgiveness of any amounts owing under this Agreement.

**Enforcement.** We do not lose our rights under this or any related agreement if we delay enforcing them. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

**Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by submitting a credit slip which will be posted to your account. If your credits and payments exceed what you owe us, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written or verbal request.

**Merchant Disputes.** We are not responsible for the refusal of any merchant or financial institution to honor your Card. Also, we are not responsible for goods or services that you purchase with the Card unless: (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than \$50 and was made from a merchant in your state or within 100 miles of your home; and only if you have made a good faith attempt, but have been unable to obtain satisfaction from the merchant. You must resolve all other disputes directly with the merchant. We do not warrant any merchandise or services purchased by you with the Card.

**Statements and Notices.** Statements and notices will be mailed to you at the most recent postal address or e-mail address (if you have elected to receive such documents via electronic means) you have given us. Notice sent to any one of you will be considered notice to all.

**Notification of Address Change.** You will notify us promptly if you change your address for any reason. In order to prevent identity theft, your identity may need to be verified before we act upon the notification.

**Copy Received.** You acknowledge that you have received a copy of this Agreement. **Governing Law.** This Agreement shall be construed under federal law and state law in the state in which we are primarily located, and the venue shall be located in the county and state in which we are primarily located. Operating regulations of Mastercard® may also apply. This Agreement is the contract that applies to all transactions even though the sales, cash advance, convenience check, credit or other slips you sign or receive may contain different terms.

**NOTICE TO UTAH BORROWERS:** This written agreement is a final expression of the agreement between you and the Credit Union. This written agreement may not be contradicted by evidence of any oral agreement.

### IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS:

The Military Lending Act applies to this credit card account if at the time you establish the account you are an active member of the military or a dependent (as defined in the Military Lending Act, 10 U.S.C. 987 and implementing regulations). The following terms and conditions amend your credit card agreement and apply during any period(s) in which you are active military or a dependent under those definitions. They do not apply when you are not an active duty member of the military or a dependent:

- 1. NOTICE:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums or debt protection fees; fees for ancillary products sold in connection with the credit transaction; any application fee or participation fee unless they are bona fide and reasonable under the MLA. To receive this notice verbally, please call 1-800-800-9271 during our normal business hours.
- 2. Advances** will not be secured by a consensual lien on shares or deposits in any of your share or deposit accounts unless you specifically agree to establish a secured share or deposit account in connection with this credit card account ("Secured Account"). Only funds deposited into the Secured Account after the credit card is established will secure advances. Any cross-collateralization provision contained in your credit or membership documents will not apply to the Secured Account or your other share or deposit accounts for this account. However, with regard to this credit card account, we still reserve our rights regarding statutory liens and administrative freeze under federal or state law. Any contract terms in your credit card, security, or membership agreements that contradict the above shall be inapplicable.
- 3. Your credit card account is not subject to mandatory arbitration and therefore any reference to mandatory arbitration in connection with this credit card account does not apply.**

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

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the address(es) listed on your statement.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

#### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

#### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

**IMPORTANT CREDIT CARD DISCLOSURES**

The following disclosure represents important details concerning your credit card. The information about costs of the cards are accurate as of \_\_\_\_\_. You can contact us toll free at 800-800-9271 or the address above to inquire if any changes occurred since the effective date.

<b>INTEREST RATES and INTEREST CHARGES:</b>		
	<b>PLATINUM REWARDS</b>	<b>PLATINUM PRIME PLUS</b>
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>1.99%</b> Introductory APR for six months as of account opening. After that, your Standard APR will be _____% - _____% depending on your credit history. This APR will vary with the market based on the Prime Rate.	<b>1.99%</b> Introductory APR for six months as of account opening. After that, your Standard APR will be _____% - _____% depending on your credit history. This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>0%</b> Introductory APR for six months as of account opening. After that, your Standard APR will be _____% - _____% depending on your credit history. This APR will vary with the market based on the Prime Rate.	<b>0%</b> Introductory APR for six months as of account opening. After that, your Standard APR will be _____% - _____% depending on your credit history. This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	_____% - _____% depending on your credit history. This APR will vary with the market based on the Prime Rate.	_____% - _____% depending on your credit history. This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	<b>18%</b> This APR may be applied to your account if you make a payment that is late 60 days or more. <b>How Long Will the Penalty APR Apply?</b> If we increase your APRs due to a late payment, we may keep them at this higher level on existing and new balances until you make six consecutive on-time payments.	
<b>Paying Interest</b>	Your due date is at least 21 days after we mail your billing statement. We will not charge you interest on purchases if you pay your entire new purchase balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the date the cash advance or balance transfer is posted to your account.	
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.	
<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>	

<b>FEES:</b>	
<b>Fees to Open or Maintain your Account</b> - Annual Fee:	None
<b>Transaction Fees</b> - Balance Transfer: - Cash Advance: - Foreign Transaction:	None <b>3%</b> of the amount of each cash advance or <b>\$5.00</b> , whichever is greater (maximum: <b>\$20.00</b> ) <b>1%</b> of each transaction in U.S. dollars if the transaction involves a currency conversion <b>0.8%</b> of each transaction in U.S. dollars if the transaction does not involve a currency conversion
<b>Penalty Fees</b> - Late Payment: - Over-the-Credit Limit: - Returned Payment:	Up to <b>\$27.00</b> if your payment is late 1 day or more. None Up to <b>\$27.00</b> if your payment is returned for any reason.

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)" for cash advances and use a method called "average daily balance (excluding new purchases)" for purchases and balance transfers.

**Loss of Introductory Rate:** We may end your Introductory Rate and apply the Penalty APR disclosed above if you make a late payment.