



Credit Card Agreement

In this Agreement, the words “you” and “your” mean each and all of those who apply for the card or who receive this Agreement. “Card” means the VISA Credit Card and any duplicates and renewal we issue. Everyone who receives signs or uses a card issued under this Agreement must be a member of this Credit Union, or a designated user of the account. “Account” means your VISA Credit Card Line-of-Credit account with us. “We”, “us” and “ours” means this Credit Union, Nymeo Federal Credit Union, hereinafter sometimes referred to as “Nymeo”.

INQUIRIES: 1-855-436-4100 opt 4

1. Responsibility. If we issue you a Card, you agree to repay all debts and the INTEREST CHARGE rising from the use of the Card and any fees or charges associated with the Card account. For example, you are 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 return all Cards. If you should close your Credit Union membership account, we reserve the right to cancel your Nymeo VISA Card and request the return of all Cards issued to you or any joint obligor or authorized user. 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 with you for charges he or she makes, and if that person signs the Card he or she becomes a party to this Agreement and is also jointly responsible for all charges on the account, including yours.

2. Lost Card Notification and PIN. If you believe your Card or Personal Identification Number (PIN) have been lost or stolen, immediately call 1-855-436-4100. A **\$10.00** fee will be charged for a replacement Card. At no time should the PIN be revealed or made available directly or indirectly to any other person. You agree to be solely responsible for the security of your PIN and you agree not to give your PIN to any other person or to allow others to use your PIN or your Card. If you allow others to use your PIN and/or Card, you are financially responsible for all transactions made by others who have access to your PIN and/or your Card. If you believe your PIN is being used without your permission you agree to contact us immediately so we may block the use of your Card. Your failure to do so may result in you being financially responsible for the transactions related to such unauthorized use of your PIN.

3. 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. We will make a reasonable charge for exceeding your credit limit. 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 by complying with any request required to update your application, which must be approved by our loan review committee or loan officer. By giving you written notice, our loan review committee may reduce your Credit Line from time to time or with good cause, revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse re-evaluation of your credit-worthiness. You may also terminate this Agreement at any time, but termination by either of 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.

4. 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 regarding your credit standing, to the extent authorized in our By-laws or our lending policies and guidelines.

5. Monthly Payment. We will mail you a statement or email you a notification when your eStatement is available every month showing your Previous Balance of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the New Balances of purchase and cash advances, the Total New Balance, and the INTEREST CHARGE due as of the statement date and the Minimum Payment required. Every month you must pay at least the Minimum Payment upon receipt of your statement. You may of course; pay more frequently, pay more than the Minimum Payment or pay the Total New Balance in full and you will reduce the INTEREST CHARGE by doing so. The Minimum Payment will be either: (a) 3% of your Total New Balance, or **\$25.00** whichever is greater, or (b) your Total New Balance if it is less than **\$25.00** plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. We will apply your payments first to unpaid interest and interest charges. The remainder will then be applied to fees, cash balances, then to any retail balance. We may accept late payments or partial Payments, or checks or money orders which you have marked “Payment in full” without losing any of our rights under this Cardholder Agreement. It is important that payments be sent to **Nymeo, 5210 Chairmans Court, Frederick, MD 21703**. Late Minimum Payment. If you do not make the minimum payment by the date marked “payments must reach us by” on your periodic statement, the annual percentage rate on your account will increase by 2.5% for the second billing cycle beginning following the late minimum payment, e.g., a late February payment would result in an increase of 2.5% APR in the April cycle. The new rate will be applied to the outstanding balance reflected on your periodic statement to derive your new Interest Charge and Minimum Payment. If you make your Minimum Payment on time and in the full amount for six months following the late minimum payment, your rate will revert to the then applicable Annual Percentage Rate for your Nymeo VISA Card, e.g. March, April, May, June, July, and August following a late minimum payment in February. If, however, you do not make your new minimum payment on time and in the full amount while the increase is effective, we will add an additional 4.5% APR to the then current rate (this 4.5% increase in APR is in addition to the 2.5% increase in APR described above). This new rate will be applied to the outstanding balance reflected on your periodic statement to derive your new Interest Charge and Minimum Payment on the periodic statement for the second cycle after your second late Minimum Payment after the initial higher rate became effective. At no time will the rate plus any additional rate for late minimum payments exceed 18%APR.

6. APRs Based on Prime. Your account is subject to a Variable Rate which is based on your creditworthiness, the highest Prime Rate as published in the Money Rates Section of *The Wall Street Journal* ("Index") in effect on 2 business days before each calendar quarter (January, April, July & October) plus our Margin of 5.65%, 6.65%, 7.65%, 10.65%, or 12.65%. These Margins are based upon creditworthiness. The Index plus the Margin equals the Interest Rate. Changes in the Index will cause changes in the Interest Rate on the first day of January, April, July & October following the change. Your creditworthiness may be evaluated semi-annually and your rate may change, increase or decrease, based on your then current credit score. Increases or decreases in the Interest Rate will result in like increases or decreases in the Interest Charge and may affect the amount of your regularly scheduled payments you will be required to make.

7. Promotions. We may offer you promotional terms for all or part of any balances. Any promotional terms may apply for a limited period of time. They will be governed by the terms of the promotional offer and this Agreement. All promotional terms may end if you default under this Agreement if you do not make minimum payment when due.

8. Interest Charge of Purchases. Purchases will bear an INTEREST CHARGE on the first day of the billing period in which the purchase is transacted. If there was no unpaid Previous Balance at the start of a billing Period, purchases made during that billing period will bear an INTEREST CHARGE from the first day of the following period only if you do not pay in full the Total New Balance within 25 days. If you have an unpaid purchases balance at the start of a billing period, we figure the INTEREST CHARGE on your account for Purchases by applying the Periodic rate to the "Average Daily Purchase Balance" of your account, including current transactions. To get the "Average Daily Purchase Balance" we take the beginning balance each day excluding the billing date of the previous billing period and including the billing date of the current billing period, including any charges outstanding each day during the billing period and adding any Purchases and sales debit adjustments and subtracting there from any sales payments or credit. This gives the Daily Balance. Then, we add up all the daily purchase balances for the billing period and divide the total by the number of days in the billing period. This gives us the "Average Daily Purchases Balance."

9. Interest Charge on Cash Advances. Cash Advances will bear an INTEREST CHARGE from the date of the advance. If you have an unpaid cash advance balance at the start of a billing period or if you obtain any cash advances during a billing period, we figure the INTEREST CHARGE on your account for cash advances by applying the periodic rate to the "Average Daily Cash Balance" of your account. To get the "Average Daily Cash Balance" of loans made on your account by cash advances, we take the beginning balance each day, excluding the billing date of the previous period and including the billing date of the current period and add any new cash advances from which we subtract any payments or credits. This gives us the "Daily Balance." Then, we add up all the Daily Balances for the billing period and divide the total by the number of days in the billing period. This gives us the "Average Daily Cash Balance." A 2% fee will be assessed for all cash advances, balance transfers and Nymeo VISA checks.

10. Default. You will be in default if you fail to make any Minimum Payment within 5 days after the payment due date. A late charge will be assessed if minimum payment is not made within 5 days after the payment due date. You will also be in default if your ability to pay us is materially reduced by change in employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this agreement, or if the value of your security interest materially declines. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney's fees. For purposes of this agreement, you agree that a reasonable attorney's fee is twenty percent (20%) of the principle balance outstanding on your Nymeo VISA Card. You agree that the terms and provisions of the Membership and Account Agreement with Nymeo are incorporated herein by reference. If you fail to pay any amount due on the due date you are in default of your credit agreement. You acknowledge that Nymeo has a security interest and lien on all funds you have on deposit. In the event of default, Nymeo has the right to enforce collection of sums due from you through its statutory lien rights as allowed by the Federal Credit Union Act. This means that any funds placed

on deposit into an account that you have access to are subject to being debited in the amount necessary to satisfy your financial obligations to Nymeo.

11. Using the Account. To use your Nymeo VISA account, there are three alternatives available. One is for you to present the Card to a participating VISA plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which will be imprinted with your Card. The second is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine or other type of electronic terminal that provides access to the VISA system. The third is to use a Nymeo VISA check. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but purchases, cash advance draft, Nymeo VISA checks, 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.

12. Illegal Use. You may use your Nymeo VISA Card to conduct any transaction or obtain any Credit Union service permitted by law. You agree that the use of the Nymeo VISA Card to obtain a service or effect a transaction that is illegal under the law of any jurisdiction where originated, affected or accomplished will be a default and breach of this agreement. If illegal or improper use of your Nymeo VISA Card occurs, may terminate the access to the service or withdraw the right to use the Nymeo VISA Card and/or demand the return of all Nymeo VISA Cards or other access devices issued to you. Also, if illegal use of your Nymeo VISA Card occurs, you waive the right to sue Nymeo, and agree to indemnify and hold Nymeo harmless from any suits or other legal action or liability which may be asserted, directly or indirectly, against Nymeo arising out of or resulting from the illegal use of the Nymeo VISA Card. The following restriction on the use of your Nymeo VISA Card is being implemented in response to litigation arising from the use of the Card to secure credit at or from establishments that permit betting, including the sale of lottery tickets, Casino Gaming Chips, Off-Track Betting and Wagers at Race Tracks. The Nymeo system is set to decline any transaction which includes the VISA merchant code 7995-Betting. We apologize for the limitation on the use of your Nymeo VISA Card but feel that the threat of litigation is sufficient to warrant this step to protect your credit union's resources. We will notify you of any subsequent changes in this policy. Unlawful Internet Gambling Enforcement Act (UIGEA) and regulations that have been adopted by the Department of Treasury referred to as Regulation GG. Certain restricted transactions, as defined under the UIGEA, are prohibited from being processed through your account with our Credit Union. Restricted transactions include transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling. You agree not to use your Nymeo Visa Card or your Nymeo account associated with that card for conducting any illegal activity including unlawful Internet gambling. Nymeo may suspend your Visa Card and your Nymeo account access, and thereafter terminate your Visa Card and your Nymeo account and your account relationship with the Credit Union for engaging in unlawful Internet gambling, or if other illegal activities are conducted through your account.

13. Refusal of the Card. We do not guarantee approval of transactions. We are not liable for transactions that are not approved. This is true even if you have enough credit. We may limit the number of transactions approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges.

14. Closing your Account. You may close your account by notifying us in writing or over the phone. If you close your account, you must still repay the total balance in accordance with this Agreement. We may also close your account or suspend account privileges at any time for any reason. We may do this without any prior notice. You must return any Card to us upon request.

15. 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 or more refund it on your written request.

16. Foreign Transactions. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The

exchange rate for international transactions will be a rate selected by VISA from the range of rates available in wholesale currency markets, which may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date, plus 1%. Any purchase made in a foreign currency will be converted to U.S. Dollars based on the rate that VISA International receives in the wholesale market plus a 1% International Service Assessment fee. Due to increased credit/debit card fraud, Nymeo maintains a block on your Nymeo VISA Credit Card and Debit Card for all purchases made outside the United States. To temporarily remove the block, contact Nymeo at 1-855-436-4100. Provide Nymeo with your dates of travel or the dates you will be making an online or telephone purchase outside the United States. If you travel or make international purchases often, Nymeo can permanently remove the international block. It is important to check your VISA statement(s) regularly to ensure no fraudulent charges have been made.

17. Right to Request Over-The-Credit Line Coverage. Unless you tell us otherwise, we may decline any transaction that causes you to go over your credit limit. If you want us to authorize these transactions, you can request over-the-credit limit coverage. If you have over-the-credit limit coverage and you go over your credit limit, Nymeo will charge you a fee as stated in the Credit Union's fee schedule. You will only pay one fee per billing cycle, even if you go over your limit multiple times in the same cycle. Even if you request over-the-credit limit coverage, in some cases we may still decline a transaction that would cause you to over the limit, such as if you are past due or significantly over your credit limit. If you want us to authorize transactions that go over your credit limit, please: call us at 1-855-436-4100, or 240-436-4000 or visit any of our branches or our website www.nymeo.org to complete a form.

18. UChoose Rewards. Nymeo offers UChoose Rewards points for every dollar spent on purchases. UChoose Rewards points are not offered on cash advances, balance transfers or convenience checks. Points may not be redeemable if the account is delinquent. Points may be forfeited if the account is not kept in good standing or if the account is closed. We reserve the right, in our discretion, to modify terms of and/or terminate the UChoose Rewards program.

19. 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 cost more than \$50 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.

20. Nonwaiver of Rights. We can delay enforcing any of our rights under this Agreement without losing those rights. We can accept late payments or partial payments without losing any of our rights under this Agreement.

21. Effect of Agreement. This Agreement is the contract which applies to all transactions on your account even though the purchases, cash advance draft, Nymeo VISA checks, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you the 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 amendments will apply to your existing account balance as well as to future transactions.

22. Acceptance of Agreement. You understand that use of your Nymeo VISA Card will constitute acknowledgement of receipt of these disclosures and acceptance of the terms and conditions contained in this Agreement.

23. 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 account. 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 in the manner described in paragraph 5. You also pledge, as security for what you owe, all present and future shares and/or deposits in your individual and joint credit union accounts. The Credit Union has the right to apply your present and future shares and/or deposits toward the amount you owe if you are in default. You hereby acknowledge it

is your intent to grant a Security Interest in your Share and/or checking account(s) at Nymeo. You also agree that in addition to granting a Security Interest to Nymeo. Nymeo has the right to enforce collections of sums due from you through its statutory lien rights as allowed by the Federal Credit Union Act. This means that any funds on deposits in any account you have access to, alone or with others, is subject to being debited in amounts necessary to satisfy your obligations owed.

24. Other Fees.

Late Fee. **Up to \$35**

Over-the-credit limit Fee, **Up to \$35**

Returned Payment Fee. **Up to \$25**

Statement Photocopies **\$5.00** per statement

Card Replacement Fee **\$10.00**

Rush Plastics Fee **\$30.00** within the US, fees outside the US will be based on Fed-Ex international rates.

25. Changes to this Agreement. We may change the rates, fees and terms of this Agreement from time to time as permitted by law. The changes may add, replace, or remove provisions of this Agreement. We will give you advance written notice of the changes and a right to opt out to the extent required by law.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and responsibilities under the Fair Credit Reporting 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 to us on a separate sheet at the address listed on your bill. 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:

- 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.

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 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 interest charges related to any questioned amount. If we didn't make a mistake, you may have to pay the 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 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. Please be aware that you may receive additional materials from Card Services to be completed. These items must be filled out and completed by you, and returned in order to comply with all of the requirements of the dispute process.

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 services. 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 we own or operate the merchant, or if we mailed you the advertisement for the property or services.

DISPUTES: 1-855-436-4100 opt 4

Cardholder Services

5210 Chairmans Ct, Frederick, MD 21703

Please keep this copy for your records.