



CREDIT CARD AGREEMENT AND DISCLOSURE

This Agreement is subject to binding mandatory arbitration as set forth in your Membership Account Agreement and Disclosures. This arbitration provision substantially limits your right to bring a legal action in a judicial forum (except for matters that may be brought in small claims court as set forth in the Agreement).

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 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 accepted in any section to the contrary also do not apply to such Loans.

This is your Agreement and Disclosure Statement with Fort Bragg Federal Credit Union. Please read it carefully and keep it for your records. It supersedes all prior Agreements and Disclosures 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.

1. Definitions. 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 Fort Liberty 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.

2. 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.

3. 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 the Credit Union, 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 situations, which could include merchants, countries, or geographic areas. We will have no liability to you or others if any of these events occur. 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 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.

4. Transaction Involving Cryptocurrencies Prohibited. Due to the many risks associated with cryptocurrencies such as Bitcoin we have blocked all transactions involving cryptocurrencies. This means that you will not be able to perform any transaction involving cryptocurrencies with any Card issued by us.

5. 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 in this agreement, advances through ATM access will be treated as Cash Advances under this Agreement. Advances at authorized ATM's are limited to a total of \$500.00 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.

6. Maximum Credit Limit. At the time of approval, you will be notified in writing of your Credit Limit and 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, through your monthly billing statement, or electronically. 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 considered prescreening under the Fair Credit Reporting Act or other applicable laws or regulations based on our existing relationship and this Agreement. 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.

7. Money Transfer Services. You will have access to Money Transfer Services upon your successful enrollment in the Money Transfer Services Program (MTS), 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 \$2,000.00. You may not transfer more than \$2,000.00 per day or more than \$10,000.00 per month. In addition, you may not receive more than \$2,000.00 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. If you receive any transmittal amount from any Money Transfer Service (MTS) provider you agree not to receive more than \$2,000.00 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.

8. 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. Your obligation continues even though an agreement, divorce decree, or other court judgment to which the Credit Union is not a party may direct someone else to pay the account balance. 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. Any cost for the conversion of foreign currency into U.S. dollars will be deducted from the funds received from you, with the remainder being applied against the balance on the account. 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 P.M. E.S.T., 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. If the Credit Union receives a payment after 5:00 P.M. E.S.T., it will be applied to the next business day. 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. 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 or certified funds. In such cases, the Credit Union may freeze your credit line until payment is actually collected by us. Maximum Fees During the 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 the consumer is 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.

9. 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, plus the amount of any prior minimum payments that you have not paid. If the New Balance shown on your periodic statement is \$20.00 or less, you agree to pay this amount. 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. In addition, at any time your total New Balance exceeds your credit limit, you must immediately pay the excess upon demand. 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. We will apply your payment(s) first to previously billed and unpaid finance charge(s) on purchases; then to previously billed and unpaid finance charge on cash advances; and then to any billed fees; then to previously billed purchases; and then to cash advances; and then to new purchases, whether or not billed on the monthly statement period. Grace period for Repayment of the

Balance for Purchases: Grace period for repayment of the balance for purchases (excludes cash advances) is approximately twenty-five (25) days from the close of the billing cycle. See your statement for billing cycle date.

10. Returns and Adjustments. Merchants and others who honor your Card 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 to your Regular Share (01) account.

11. Additional Charges for Transactions in a Foreign Currency and "Cross-Border" transactions. Currency Conversion Fee: If you effect or authorize a transaction with your access device in a currency other than U.S. dollars, Visa will convert the charge into a U.S. dollar amount. The Visa currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by Visa, as applicable. The exchange rate Visa uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. Cross-Border Transaction Fee: In addition, Visa charges us a Cross-Border Assessment of up to 1% on each transaction on all cross-border transactions regardless of whether there is a currency conversion.

12. Finance Charges. Will be imposed in the following manner and will be in amounts not in excess of those permitted by law: (a) Purchases: (1) No finance charge will be imposed during the next billing cycle (defined as the time interval between regular monthly billing statement dates) if you pay the entire new balance shown on the current periodic statement and we receive your payment on or before the payment due date

shown on the statement. (2) In all other cases, a finance charge will be imposed based on the average daily balance of all purchases and debit adjustments, thereafter, referred to as purchases. The average daily balance is the sum of all outstanding purchases, which is determined by including new purchases and deducting payments or credits and excluding any unpaid finance charge for your Account on each day of the billing cycle divided by the number of days in the billing cycle. A purchase appearing on the periodic statement is considered a part of the outstanding balance from the date of posting. (3) The amount of the finance charge is calculated by multiplying the average daily balance for purchases by the monthly periodic rate. The monthly periodic rate is the yearly interest rate divided by 12. (b) Cash advances: (1) Finance charges accrue on all cash advance amounts from the date charged to your Account and continue so long as such amounts remain outstanding. (2) A finance charge will be imposed on the average daily balance of cash advances, which is the sum of the cash advances (determined by including new cash advances and deducting any payments or credits and excluding any unpaid finance charge) outstanding each day during the billing cycle, divided by the number of days in the billing cycle. A cash advance appearing on the periodic statement is considered a part of the outstanding balance from the date of posting. (3) The amount of finance charge is calculated by multiplying the average daily balance for cash advances by the monthly periodic rate.

13. "Promotional Rate" Finance 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.

14. 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 a slip furnished at the time of the transaction in order to verify your monthly statement. E-Statements: If provided electronically, statements may be (1) e-mailed to you as an attachment; or (2) notice of availability will be published on our website, www.MyFortLibertyFCU.org, 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. Notice to any one of you will be notice to all.

15. 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 at no additional cost to you. 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.

16. 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 at the end of this Agreement.

17. 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 finance 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 of up to \$25.00 for each skip payment period that 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. You will complete any and all forms as required by us for the skip payment option.

18. Exceeding Your Credit Limit Fee. We do not charge a fee for exceeding your credit limit. We do reserve the right to charge this fee at a later date with proper notification to you and in compliance with Federal and State regulations.

19. Late Payment Fee. Credit Union will charge you \$25.00 for each billing period in which your minimum payment is not received within seven (7) days past the due date specified in this agreement or printed on your statement. This fee may be added to your account balance or collected from you on demand. If you are exercising your rights under the Fair Credit Billing Act, then no late charge will be assessed.

20. Returned Payment or Insufficient Funds Fee. Credit Union will charge your account a \$29.00 fee 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.

21. Charge for Copies, Research and Card Replacement. If you ask for a copy of any document, such as a sales slip, Convenience Check, or billing statement, a charge of \$25.00 per hour may be imposed for the time it takes to research and locate the document. In addition, a copying fee of \$5.00 will be imposed. However, no charge will be imposed in connection with any actual or asserted billing error. We will charge a \$5.00 fee to replace a lost card.

22. Card Recovery Fee. A card recovery fee from \$65.00 to \$165.00 will be charged if, for whatever reason, the Credit Union takes action to recover your Card.

23. Stop Payment Fee. You will be charged a \$29.00 fee to add a stop, to delete a stop, or to change a stop on each recurring Visa preauthorized payment. This type of stop will expire in 12 months. All stop payments must be submitted ten (10) business days prior to the transaction date and will only be honored if an authorization/approval code has not yet been issued to the merchant. Merchants not considered to be recurring by Visa are not eligible for this service.

24. Convenience Checks. Any individual cardholder or authorized user can use your convenience Checks to purchase goods and services or to obtain cash up to the amount of your available credit limit unless that amount will cause you to exceed your credit limit. The Credit Union will treat Convenience Checks as Purchases and will charge them against our credit limit. The Credit Union may decline to honor a Convenience Check if you are over your credit limit, you are in default, your account privileges have been canceled, or your Card has expired. If we decline to honor a Convenience Check, the Credit Union will charge you a fee of up to \$29.00, which the Credit Union will add to your account balance. Convenience Checks may be used only by the person whose name is printed on them. You will not use Convenience Checks to pay any amount which you owe the Credit Union under this or any other credit agreement with the Credit Union. The Credit Union will not certify any Convenience Checks, nor will the Credit Union return paid Convenience Checks to you. It is in the Credit Union's sole discretion to issue Convenience Checks to any member. NOTE: There are no stop payment rights for any Convenience Check as such transactions are credit transactions and are not treated as checking transactions. Stopping Payment of a Convenience Check. You may ask us to stop payment of a Convenience Check by calling us at 833-984-3336. Your stop payment request will only be effective for fourteen (14) days from the date of your call unless within that fourteen (14) days you confirm it in writing, signed by you, describing with certainty the Convenience Check to be stopped and sent to us at Attn: Member Services Department, Fort Bragg Federal Credit Union, P.O. Box 70240, Fort Bragg, NC 28307. Even if you do that, we may disregard your stop payment request starting six months after we receive it. We will use commercially reasonable efforts to stop payment on your Convenience Check. However, you agree that Convenience Checks are credit transactions; and that we will not be responsible in any way if the Convenience Check that you have requested us to stop payment on is cashed or otherwise presented for payment and, using commercially reasonable efforts, we are unable to stop payment. You agree that the Uniform Commercial Code (UCC) does not apply to a Convenience Check.

25. 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 833-984-3336. If notice is given orally, you will promptly confirm it in writing. The Credit Union may require you to provide us 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 or criminal) relating to any unauthorized use, including giving deposition(s) and testifying in a court of law. 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 above 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.

26. 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 we have reason to believe that the requested transaction is not authorized; or as otherwise provided in this Agreement;
- if a computer system or mobile device was not working properly and you knew about the problem when you initiated the transaction.

27. 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 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.

28. Collection 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.

29. 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.

30. 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.

31. 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. The Credit Union will promptly investigate the matter. The Credit Union will contact each credit reporting agency whose records may reflect an error. The Credit Union will require them to correct your report if its investigation decides that you were correct. If the Credit Union disagrees with you after the investigation, the Credit Union 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. The instructions will include the name, address, and phone number of each such agency, along with other pertinent information.

32. 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. The Credit Union may close your account or suspend your Card privileges or Convenience Checks at any time without prior notice. The 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 the 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 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. You are responsible for notifying and canceling all payments to recurring service providers.

33. 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 finance charge or the way the Credit Union calculates finance 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.

34. Delay in Enforcement/Waivers. 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.

35. Change of Name, Address or Employment. You will notify immediately the Credit Union in writing, if your name, home address, employment, or phone number changes.

36. 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 North Carolina State law regardless of 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 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. Anyone obligors' 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 are 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 or e-mail 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. You agree that your account will also be subject to all rules and regulations of Visa U.S.A., Inc. as applicable, which are incorporated herein by reference. If there is any conflict between this Agreement and the rules and regulations of Visa U.S.A., Inc. the rules and regulations of Visa U.S.A., Inc. will control, as applicable.

37. Convenient Payment Option. If you requested the Convenient Payment Option in your Application, all Minimum Payments due will automatically be deducted from your designated account on your Payment Due Date. If your designated account does not contain sufficient funds, no automatic deduction will be made; we will bill you for the minimum Payment Due; and your account may be charged a \$29.00 insufficient funds fee, and you will be responsible for making the payment by some other means.

38. Credit Information. You authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing.

39. Compliance with Applicable Laws and Prohibition of Illegal Transactions. You warrant and agree 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.

40. VISA Account Updater (VAU). VAU is an account updating service in which your Card is automatically enrolled. When your Card(s) expires, are lost or stolen and new Cards are issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those qualified merchants seeking your account information after you have requested, they process a recurring payment or payments. This service is provided as a free benefit to you. If at any time you wish to opt-out of the VAU service or if you have any questions, please call the Credit Union Member Services department (833) 984-3336 to do so.

41. Auto Rental Collision Damage Waiver. This benefit and description supersede any prior benefit and description you may have received earlier. Please read and retain for your records. Your eligibility is determined by the date your financial institution enrolled your account in the benefit.

What is this benefit? When certain terms and conditions are met, the Visa Auto Rental Collision Damage Waiver benefit ("Auto Rental CDW") provides- at no additional charge -reimbursement for damage due to collision or theft up to the actual cash value of most rental vehicles. In your country of residence, this benefit is supplemental to, and excess of, any valid and collectible insurance from any other source. We will reimburse only for that damage or theft not payable by any other party. Here are answers to some commonly asked questions about the benefit.

Who is eligible? You are eligible only if you are a valid cardholder whose name is embossed on an eligible U.S.-issued Visa Card. Only you as the primary renter of the vehicle and any additional drivers permitted by the auto rental agreement are covered.

What is covered? Subject to the terms and conditions in this Guide to Benefit, Visa Auto Rental CDW reimburses you for the deductible portion of your personal automobile insurance, valid administrative and loss-of-use charges imposed by the rental car company, as well as reasonable towing charges resulting from covered damage or theft of the rental vehicle while it is your responsibility. If you do not have personal automobile insurance or any other insurance covering this loss, this benefit reimburses you for the covered damage or theft as well as valid administrative and loss of use charges imposed by the auto rental company and reasonable towing charges. Only vehicle rental periods that neither exceed nor are intended to exceed fifteen (15) consecutive days within your country of residence or thirty-one (31) consecutive days outside your country of residence are covered. The benefit provides reimbursement up to the actual cash value of the vehicle as it was originally manufactured. Most private passenger automobiles, minivans, and sport utility vehicles are eligible, but some restrictions may apply. Please contact the Benefit Administrator to inquire about a specific vehicle. Within your country of residence, this benefit supplements, and applies excess of, any valid and collectible insurance or reimbursement from any source. This means that, subject to the terms and conditions of this Guide to Benefit, Visa Auto Rental CDW applies to losses or expenses that are not covered by insurance or reimbursement.

Covered losses are:

- Physical damage and/or theft of the covered rental vehicle.
- Valid loss-of-use charges imposed and substantiated by the auto rental company through a fleet utilization log.
- Reasonable and customary towing charges, due to a covered loss, to the nearest qualified repair facility.

How do I activate this benefit?

For the benefit to be in effect, you must:

- Initiate and complete the entire rental transaction with your eligible Visa card, and
- Decline the auto rental company's collision damage waiver (CDW/LDW) option, or similar provision, if offered by the auto rental company.

Helpful hints:

- Check the rental vehicle for prior damage before leaving the rental lot.
- Review the auto rental agreement carefully to make sure you are declining CDW/LDW and to familiarize yourself with the terms and conditions of the auto rental agreement.

What do I do if I have an accident or the rental vehicle is stolen? Immediately call the Benefit Administrator at 1-800-VISA-911 to report the theft or damage regardless of whether your liability has been established. If you are outside the United States, call collect at 0-410-581-9994. The Benefit Administrator will answer any questions you or the rental agency may have and will then send you a claim form. All incidents must be reported immediately following the theft or damage, but in no event later than forty-five (45) days* following the date of the theft or damage. Furthermore, we reserve the right to deny any claim that contains charges that would not have been included had the Benefit Administrator been notified before those expenses were incurred. We therefore advise you to notify us immediately after any loss. You must make every reasonable effort to protect the rental vehicle from damage or theft.

What is not covered?

- Any obligation you assume under any agreement (other than the deductible under your personal auto policy).
- Any violation of the auto rental agreement or this benefit.
- Injury of anyone or damage to anything inside or outside the rental vehicle.

- Loss or theft of personal belongings.
- Personal liability.
- Expenses assumed, waived, or paid by the rental agency or its insurer.
- Cost of any insurance or collision damage waiver offered by or purchased through the auto rental company.
- Depreciation of the rental vehicle caused by loss or damage including, but not limited to “diminished value.”
- Expenses reimbursable by your insurer, employer, or employer’s insurance.
- Loss due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband or illegal activities.
- Wear and tear, gradual deterioration, or mechanical breakdown.
- Items not installed by the original manufacturer.
- Loss due to off-road operation of the rental vehicle.
- Loss due to hostility of any kind (including, but not limited to, war, invasion, rebellion, or insurrection).
- Confiscation by authorities.
- Vehicles that do not meet the definition of covered vehicles.
- Rental periods that either exceed or are intended to exceed fifteen (15) consecutive days within your country of residence or thirty-one (31) consecutive days outside your country of residence.
- Leases and mini leases.
- Loss or damage as a result of the cardholder’s lack of reasonable care in protecting the rental vehicle before and after damage occurs (for example, leaving the vehicle running and unattended).
- Losses reported more than forty-five (45) days* from the date of loss.
- Losses for which a claim form has not been received within ninety (90) days* from the date of loss .
- Losses for which all required documentation has not been received within 365 days from the date of loss.
- Losses from rental transactions which originated in Israel, Jamaica, the Republic of Ireland, or Northern Ireland.

* Not applicable to residents of certain states.

What if the auto rental company insists that I purchase the auto rental company’s auto insurance or collision damage waiver? Call the Benefit Administrator at 1-800-VISA-911 for help. If you are outside the United States, call collect at 0-410-581-9994.

When and where do I have this benefit? This benefit is available in the United States and most foreign countries. No benefit is provided for motor vehicles rented in Israel, Jamaica, the Republic of Ireland, or Northern Ireland. Additionally, this benefit is not available where precluded by law or in violation of the territory terms of the auto rental agreement or prohibited by individual merchants. Because regulations vary outside the United States, we recommend you check with your auto rental company and the Benefit Administrator before you travel to make sure Visa Auto Rental CDW will apply. This benefit is in effect while the rental vehicle remains in your control or in the control of a person permitted to operate the rental vehicle in accordance with the rental agreement between you and the auto rental company. This benefit terminates when the auto rental company reassumes control of the rental vehicle.

How does this benefit apply? Within your country of residence, Visa Auto Rental CDW supplements, and applies excess of, any valid and collectible insurance or reimbursement from any source. It does not duplicate insurance provided by or purchased through the auto rental company; it will not pay for losses reimbursed by your own insurer, employer, employer’s insurance, or any other valid and collectible insurance; however, it will pay for the outstanding deductible portion or other charges, including valid administration and loss-of-use charges not covered by your applicable automobile insurance policy. Outside your country of residence or if you do not have automobile insurance, this benefit is primary in those countries where it is available, and in that case, you do not have to claim payment from any other source of insurance before receiving the benefits.

What types of rental vehicles are not covered? Excluded worldwide are: expensive, exotic, and antique automobiles; certain vans; vehicles that have an open cargo bed; trucks; motorcycles, mopeds, and motor bikes; limousines; and recreational vehicles. Examples of excluded expensive or exotic automobiles are the Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, and Rolls Royce. However, selected models of BMW, Mercedes-Benz, Cadillac, and Lincoln are covered. An antique automobile is defined as any vehicle over twenty (20) years old or any vehicle that has not been manufactured for ten (10) years or more. This benefit is provided for only those vans manufactured and designed to transport a maximum of eight (8) people and which is used exclusively to transport people. If you have any questions regarding a specific vehicle, call the Benefit Administrator at 1-800-VISA-911. If you are outside the United States, call collect at 0-410-581-9994.

What do I need from the auto rental company in order to file a Visa Auto Rental CDW claim? At the time of the damage or theft, or when you return the rental vehicle, immediately ask the auto rental company for: A copy of the Accident Report Form and claim document, which should indicate the costs you are responsible for and any amounts that have been paid toward the claim. A copy of the initial and final auto rental agreement(s). A copy of the repair estimate or itemized repair bill. Two (2) photographs of the damaged vehicle, if available. A police report, if obtainable.

How do I file a claim? You, the cardholder, are responsible for reporting your claim to the Benefit Administrator immediately, but in no event later than forty-five (45) days* from the date of theft or damage, or your claim may be denied.

Notice to any other party will not suffice. Furthermore, we reserve the right to deny any claim that contains charges that would not have been included had the Benefit Administrator been notified before those expenses were incurred. We therefore advise you to notify us immediately after any theft or damage.

Mail the following documentation to the Benefit Administrator:

- The completed and signed Visa Auto Rental CDW Claim Form. Your completed claim form must be postmarked within ninety (90) days* of the date of the damage or theft, even if all other required documentation is not yet available, or your claim may be denied.
- A copy of your receipt or monthly billing statement as proof that the entire vehicle rental was charged and paid for with your eligible Visa Card.
- A statement from your insurance carrier (and/or your employer or employer's insurance carrier, if applicable) or other reimbursement showing the costs for which you are responsible and any amounts that have been paid toward the claim.

Or, if you have no applicable insurance or reimbursement, please provide a notarized statement to that effect.

- A copy of the declaration page from your automobile insurance carrier.

Enclose all the documents you received from the auto rental company:

- A copy of the Accident Report Form.
- A copy of the entire auto rental agreement(s).
- A copy of the repair estimate or itemized repair bill.
- Two (2) photographs of the damaged vehicle, if available.
- A police report, if obtainable.
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the claim.

For faster filing, submit your claim online. It's easy, convenient, and available at no extra cost to eligible Visa cardholders.

To submit your claim and learn more about Visa Auto Rental CDW go to the Visa Auto Rental CDW Claim Center at www.visa.com/eclaims. If you experience difficulty in obtaining all the required documents within ninety (90) days* of the date of theft or damage, just submit the claim form and any documentation you already have available.

NOTE: All remaining documents must be postmarked within 365 days of the date of theft or damage. * Not applicable to residents of certain states.

Do I have to do anything else? Usually not. Under normal circumstances, the claim will be paid within fifteen (15) days after the Visa Auto Rental CDW Benefit Administrator has received all documentation necessary to fully substantiate your claim. However, after the Benefit Administrator has paid your claim, all your rights and remedies against any party in respect of this theft or damage will be transferred to the Benefit

Administrator to the extent of the cost of payment made to you. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

Additional Provisions for Auto Rental CDW: You must make every effort that would be made by a reasonable and prudent person to protect the Rental Vehicle from damage or theft. This provision will not be unreasonably applied to avoid claims. If you make any claim knowing it to be false or fraudulent in any respect, including, but not limited to, the cost of repair services, no coverage shall exist for such claim and your benefits may be canceled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material facts by the cardholder.

Once you report an occurrence, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft. No payment will be made on a claim that is not completely substantiated in the manner required by the Benefit Administrator within twelve (12) months of the date of damage or theft. No legal action for a claim may be brought against us until sixty (60) days after we receive Proof of Loss. After the expiration of three (3) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this benefit. Further, no legal action may be brought against us unless all the terms of this Guide to Benefit have been complied with fully. This benefit is provided to eligible Visa cardholders at no additional cost. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in this Guide to Benefit will not apply to Visa cardholders whose accounts have been suspended or canceled. Termination dates may vary by financial institutions. Visa and/or your financial institution can cancel or non-renew the benefit, and if we do, we will notify you at least thirty (30) days in advance. This information is a description of the benefit provided to you as a Visa cardholder.

It is insured by Indemnity Insurance Company of North America. For general questions regarding this benefit, call the Benefit Administrator at 1-800-VISA-911. If you are outside the United States, call collect at 0-410-581-9994.

Terms and Conditions and Privacy Policy for Using Mobile Wallet Service

Mobile Wallet Agreement. These terms and conditions (Terms) for attaching your Credit Union Debit Card, Credit Card or Other Access Device (Card) virtually to a digital storage system [Apple Pay, Samsung Pay, Google Pay, MasterPass, etc.] (Mobile Wallet) apply when you choose to add a Card to a Mobile Wallet. In these Terms, you and your refer to any person that seeks to add a Card to any Mobile Wallet, and we, us, and our refer to the issuer of your Card. When you add a Card to the Mobile Wallet, you agree to these Terms.

Mobile Wallet Service. A Mobile Wallet Service (Mobile Wallet) allows you to add your cards to an application using your mobile device. Your Card number is replaced with a digital number or token. Once added, you understand that you may use your mobile device to make payments only where the Mobile Wallet is accepted. The Credit Union is not a provider of the Mobile Wallet and we are not responsible for any failure or inability to perform a transaction using the Mobile Wallet. We are only responsible for supplying information securely to the Mobile Wallet provider to allow usage of the Card in the Mobile Wallet.

Adding your Card. You can add an eligible Card to the Mobile Wallet by following the instructions of the Mobile Wallet provider. Only Cards that we indicate are eligible can be added to the Mobile Wallet. When you add a Card to the Mobile Wallet, the Mobile Wallet allows you to use the Card to enter into transactions when the Wallet is accepted. The Mobile Wallet may not be accepted at all places where your Card is accepted. Any limits we place on the frequency or dollar amount of your Card transactions will also apply to Mobile Wallet transactions.

Devices. You are responsible for selecting the device and the service provider for the device and for paying any fees or other charges that the service provider may charge. It is your responsibility to obtain and properly use a device that is compatible with the services.

Changes to Terms. The terms and account agreement that govern your Card do not change when you add your Card to the Mobile Wallet. The Mobile Wallet simply provides another way for you to make purchases with the Card. Any applicable interest, fees, and charges that apply to your Card will also apply when you use the Mobile Wallet to access your Card. The Credit Union does not charge you any additional fees for adding your Card to the Mobile Wallet or using your Card in the Mobile Wallet. The Mobile Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.

Credit Union Responsibility. The Credit Union is not the provider of the Mobile Wallet, and we are not responsible for providing the Mobile Wallet service to you. We are only responsible for supplying information securely to the Mobile Wallet provider to allow usage of the Card in the Mobile Wallet. We are not responsible for any failure of the Mobile Wallet for any transaction. We are not responsible for the performance or non-performance of the Mobile Wallet or any other third parties regarding any agreement you enter into with the Mobile Wallet provider or associated third party relationships that may impact your use of the Mobile Wallet. You acknowledge that you have read and accepted the terms and conditions of the Mobile Wallet by requesting that your Card be added to the Mobile Wallet.

Security. Storing account numbers, passwords or codes on any device, using any account numbers, passwords or codes in any verbal communications, or using any device in a public place such as an airport, hotel, concert, or sports facility, may result in interception and misuse

of that information by a third party. We cannot prevent interception by third parties of any communications made by the device. We have no responsibility for any losses resulting from information that a third party may obtain by intercepting communications made through the device or by accessing data that you may store on the device.

You are responsible for maintaining the confidentiality of your Credit Union User ID, Mobile Wallet Provider User ID, Mobile Wallet Provider passwords and other means you may from time to time have to access any of your Mobile Cards.

You should keep your Supported Device and these credentials secure in the same manner as you would keep your cash, checks, credit cards, and other personal identification numbers and passwords secure. Subject to the Agreements governing the use of the Card you are responsible for all transactions made using your Mobile Card.

You are solely responsible for maintaining the confidentiality of your User IDs, passwords, and any other means that you may from time to time have to access the application. If you share these credentials with any other person, they may be able to use your Card and get access to your personal and payment information available through these and related Services. Sharing of your credentials with another person shall create an authorized user until such time as you provide us notice in writing; and we have time to act upon such notice. Call us immediately at the Credit Union telephone number printed below if you believe your device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without authorization.

We make no representations or warranties as to merchantability, or that the security devices are fit for a particular purpose or are sufficient to protect you against unauthorized access to your accounts or computer systems. You acknowledge that the security devices may not be the most sophisticated or advanced devices available and that we have no obligation except to offer reasonable security devices to you. You should obtain independent advice on the security of your computer systems and whether the security devices provide sufficient protection to you and your accounts and computer systems.

Electronic Contact and Email. You consent to receive electronic communications and disclosures from us in connection with your Card and the Mobile Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any Credit Union account. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes. By accepting these Terms and Conditions, you agree that it is subject to the Federal Electronic Signature in Global and National Commerce Act (E-Sign). Continued use of a Card in a Mobile Wallet requires that you agree to receive all Notices electronically. If you prefer to receive paper notices, you have the right to withdraw your consent, in which case we may terminate your use of the Card in a Mobile Wallet.

Removing Card from Mobile Wallet. You should contact the Mobile Wallet provider on how to remove a Card from the Mobile Wallet. We can also block a Card in the Mobile Wallet from purchases at any time.

Governing Law and Disputes: These Terms are governed by federal law and, to the extent that state law applies, the laws of the state that apply to the agreement under which your Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your Membership Account Agreement and Disclosures and/or Card Agreement as applicable.

Termination of Terms and Assignments. We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. We will provide notice if required by law. We can also assign these Terms. You cannot change these Terms, but you can terminate these Terms at any time by removing all Cards from the Mobile Wallet. You may not assign these Terms.

Privacy. Your privacy and the security of your information are important to us. The Credit Union Privacy Notice applies to your use of your Card in the Mobile Wallet. This Notice is available online at FortBraggFCU.org. You agree that we may share your information with the Mobile Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Card transactions, and to improve our ability to offer these services. This information helps us to add your Card to the Mobile Wallet and to maintain the Mobile Wallet. We do not control the privacy and security of your information that may be held by the Mobile Wallet provider, and that is governed by the privacy policy given to you by the Mobile Wallet provider.

Notices. We can provide notices to you concerning these Terms and your use of a Card in the Mobile Wallet by posting the material on our website, or through electronic notice given to you by the provider. For questions, disputes, or complaints about your Card, contact: Fort Bragg FCU, Member Services Department at 833-984-3336.

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:

Fort Bragg Federal Credit Union

Member Services Department

P.O. Box 70240

Fort Bragg, NC 28307

833-984-3336

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 sixty (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, if you can, why you believe there is an error;
- If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop payment on any amount you think is wrong. To stop the payment, your letter must reach us three (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 thirty (30) days unless we have corrected the error by then. Within ninety (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 FINANCE CHARGES, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of 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 FINANCE CHARGES related to any questioned amount. If we did not make a mistake, you may have to pay FINANCES 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 ten (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 do not follow these rules, we cannot 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 property or services. There are two 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 2. The purchase must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services. Variable Rate Information:

Your APR may vary. Variable Rate Feature: The Visa Credit Cards have a variable rate feature meaning that the Annual Percentage Rate (corresponding to the periodic rate) and the term of your Visa loan may change due to interest rate fluctuations. The Annual Percentage Rate (APR) includes only interest and no other costs.

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.

Loss of Introductory APR. We may end your introductory APR and apply a Penalty Rate if you make a Late Payment.

Note: 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.

Billing Rights. Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Security Interest for Share Secured Visa. You have entered into a Security Agreement which (1) grants us a security interest in the Fort Bragg FCU share that you opened in connection with your Credit Card and (2) gives us certain rights upon Default (as defined in the Agreement). Security for Advances and Purchase. 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 Card described in this application is accurate as 08/01/2025. This information may

have changed after that date. To find out what may have changed, call 833-984-3336, visit MyFortLibertyFCU.org, or write Fort Bragg Federal Credit Union, P. O. Box 70240, Fort Bragg, NC 28307.

If You Feel that You Need Counseling or Debt Management Services. Please contact the Financial Counseling Association of America (FCAA), on their website www.fcaa.org, or by phone at (800) 450-1794, or contact the National Foundation for Credit Counseling (NFCC), on their website www.nfcc.org, or by phone at (800) 388-2227.

Fort Bragg FCU Contact Information:

Member Services Department

Fort Bragg Federal Credit Union

P.O. Box 70240

Fort Bragg, NC 28307

Toll Free 833-984-3336

To Report a Lost or Stolen Card or Other Access Device After Hours Call: 888-373-5741

To Close the Account: (Send written notice)

Fort Bragg Federal Credit Union-Member Service Department

P.O. Box 70240

Fort Bragg, NC 28307

INTEREST RATE AND INTEREST CHARGES – EFFECTIVE DATE 12/12/2025

ANNUAL PERCENTAGE RATE (APR) for Purchases	10.90% to 17.00% when your account is opened based on individual creditworthiness and our underwriting standards.*
APR for Balance Transfers	10.90% to 17.00% when your account is opened based on individual creditworthiness and our underwriting standards.*
APR for Cash Advances	10.90% to 17.00% when your account is opened based on individual creditworthiness and our underwriting standards.*
*Rates shown are variable and subject to change. Your rate may vary based on individual creditworthiness and our underwriting standards. This APR will vary with the market based on U.S. Prime Rate. Rates capped at 17%. After a change to the Prime Rate, the new rate will be applied at the start of your next monthly billing cycle.	
Paying Interest	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.
Minimum Payment	The minimum payment is the greater of 2% of the total new balance or \$20.00.
For Credit Card Tips from the Consumer Financial Protection Bureau (CFPB)	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: http://consumerfinance.gov/learnmore
FEES – EFFECTIVE DATE 12/12/2025	
Annual Fee	There is no annual fee on your account.
Transaction Fees	Balance Transfer Fee: \$2.00 Cash Advance Fee: \$0.00 Foreign Transaction Fee: Up to 1% Visa Receipt: \$5.00 per copy requested Billing Statement Copy: \$5.00 per copy requested Research Fee: \$25.00 per hour
Penalty Fees	Late Payment Fee: \$25.00 for any payment that exceeds 7 days past the due date Returned Payment Fee: \$29.00 Stop payment Fee: \$29.00 to add a stop, delete a stop, or change a stop on each recurring Visa per-authorized payment

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.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

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Security for Advances and Purchases: 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.

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