



An individual may apply for individual credit. Two co-applicants may apply for joint credit

Complete Applicant sections if only the applicant's income is considered for loan approval.

Complete Applicant and Co-Applicant sections: (1) if you are relying on income from alimony, child support, separate maintenance or on the income or assets of another person as the basis for repayment of credit requested.

Complete both Applicant and Co-Applicant sections if anyone in addition to applicant will be contractually liable for repayment of the loan and initial below:

We intend to apply for joint credit (Applicant Initials) \_\_\_\_\_ (Co-Applicant Initials) \_\_\_\_\_

**Type of Card Requested:**  Visa Platinum  Visa Platinum Plus  Visa Signature Rewards

**Number of Cards Requested:** \_\_\_\_\_ **Credit Limit Requested:** \$ \_\_\_\_\_

| APPLICANT                                      |                                 |  | <input type="checkbox"/> CO-APPLICANT          |                                 | <input type="checkbox"/> GUARANTOR                         |  |
|--|---------------------------------|--|--|---------------------------------|--|--|
| NAME (Last – First – Initial)                  |                                 | ACCOUNT NUMBER   | NAME (Last – First – Initial)                  |                                 | ACCOUNT NUMBER   |  |
| SOCIAL SECURITY NUMBER                         |                                 | MOTHERS MAIDEN NAME  | SOCIAL SECURITY NUMBER                         |                                 | MOTHERS MAIDEN NAME  |  |
| E-MAIL ADDRESS                                 |                                 | FAX NUMBER   | E-MAIL ADDRESS                                 |                                 | FAX NUMBER   |  |
| BIRTH DATE                                     | HOME PHONE                      | BUSINESS PHONE / EXT.                                      | BIRTH DATE                                     | HOME PHONE                      | BUSINESS PHONE / EXT.                                      |  |
| PRESENT ADDRESS (Street-City-State-Zip)        |                                 | <input type="checkbox"/> OWN <input type="checkbox"/> RENT | PRESENT ADDRESS (Street-City-State-Zip)        |                                 | <input type="checkbox"/> OWN <input type="checkbox"/> RENT |  |
|  |                                 | YEARS/MONTHS AT THIS ADDRESS                               |  |                                 | YEARS/MONTHS AT THIS ADDRESS                               |  |
| PREVIOUS ADDRESS (Street – City – State – Zip) |                                 |  | PREVIOUS ADDRESS (Street – City – State – Zip) |                                 |  |  |
| PURCHASE PRICE OF HOME                         |                                 | PRESENT HOME VALUE   | PURCHASE PRICE OF HOME                         |                                 | PRESENT HOME VALUE   |  |
| \$   |                                 | \$   | \$   |                                 | \$   |  |
| MORTGAGE BALANCE                               | MONTHLY PAYMENT (Mortgage/Rent) |  | MORTGAGE BALANCE                               | MONTHLY PAYMENT (Mortgage/Rent) |  |  |
| \$   | \$                              |  | \$   | \$                              |  |  |
| NAME AND ADDRESS OF EMPLOYER                   |                                 |  | NAME AND ADDRESS OF EMPLOYER                   |                                 |  |  |
| HIRE DATE                                      | POSITION                        |  | HIRE DATE                                      | POSITION                        |  |  |
| PRIOR EMPLOYER                                 |                                 |  | PRIOR EMPLOYER                                 |                                 |  |  |

**VISA Credit Card Application**

|  |                      |  |                      |
|--|----------------------|--|----------------------|
| NAME, ADDRESS AND PHONE NUMBER OF THE CLOSEST RELATIVE NOT LIVING WITH YOU   |                      | NAME, ADDRESS AND PHONE NUMBER OF THE CLOSEST RELATIVE NOT LIVING WITH YOU   |                      |
| OTHER INCOME NOTICE: Alimony, child support, or separate maintenance income need not be revealed if you do not wish to choose to have it considered. |                      | OTHER INCOME NOTICE: Alimony, child support, or separate maintenance income need not be revealed if you do not wish to choose to have it considered. |                      |
| EMPLOYMENT INCOME (GROSS)  | OTHER INCOME (GROSS) | EMPLOYMENT INCOME (GROSS)  | OTHER INCOME (GROSS) |
| \$ PER   | \$ PER               | \$ PER   | \$ PER               |

**LIST OTHER ASSETS:** (use separate sheet if necessary)

|             |                          |  |
|-------------|--------------------------|--|
| <b>TYPE</b> | <b>FAIR MARKET VALUE</b> | <b>LIENS ON PROPERTY – TYPE AND AMOUNT</b> |
|-------------|--------------------------|--|

**REAL ESTATE OWNED** (use separate sheet if necessary):

ADDRESS: \_\_\_\_\_

FAIR MARKET VALUE: \$ \_\_\_\_\_ AMOUNT OF MORTGAGE OUTSTANDING \$ \_\_\_\_\_

**LIST ALL CREDITORS AND AMOUNTS DUE:** (use separate sheet if necessary)

**MONTHLY PAYMENT**

**TOTAL OWED**

|       |          |          |
|-------|----------|----------|
| _____ | \$ _____ | \$ _____ |
| _____ | \$ _____ | \$ _____ |
| _____ | \$ _____ | \$ _____ |

**LIST ALL PREVIOUS ADDRESSES FOR THE PAST FIVE (5) YEARS**

\_\_\_\_\_  
 \_\_\_\_\_

**IF RENTING, NAME OF LANDLORD:** \_\_\_\_\_ **MONTHLY RENT:** \_\_\_\_\_

If the answer to any of the following questions is YES, please furnish an explanation on a separate sheet of paper.

|   | <u>APPLICANT</u>   | <u>CO-APPLICANT</u>                                      |
|---|--|--|
| Are there any outstanding judgments, garnishments, or legal proceedings pending against you? . . . . .  | <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| In the past fourteen (14) years have you been bankrupt? . . . . .   | <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Have you had any property repossessed, foreclosed upon or given title or a deed in lieu of foreclosure or surrendered to a creditor property securing a loan? . . . . . | <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Are you a co-maker/guarantor of any other loans? . . . . .  | <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> YES <input type="checkbox"/> NO |

Authorized Users, if any:

Name \_\_\_\_\_ Social Security No.: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Primary Contact No.: \_\_\_\_\_

# VISA Credit Card Application

Name \_\_\_\_\_ Social Security No.: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Primary Contact No.: \_\_\_\_\_

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

The following applies to covered members of the Military and their dependents if: (a) at the time of your loan is made, you are an active member of the Military or you are a dependent of an active member of the Military; and (b) your loan qualifies as consumer credit, (as those terms are defined in the Military Lending Act, 10 U.S.C. 987 and its implementing regulations).

1. **NOTICE:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of Visa credit line. In general, the cost of a Visa credit line to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums or debt protection fees; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than participation fees for a credit card account). To receive this notice verbally, please call 1-800-239-5515 ext. 8998 during normal business hours: 8:00 a.m. to 6:00 p.m.
2. This Visa credit line will not be secured by a consensual lien on shares or deposits in any of your accounts unless you specifically agree to establish an account in connection with this Visa credit line ("Secured Account"). Only funds deposited into the Secured Account after the Visa credit line is made will secure this Visa credit line. Any cross-collateralization provision contained in your credit or membership documents will not apply to the Secured Account or your other share or deposit accounts for any loan subject to the Military Lending Act. However, with regard to this Visa credit line, we still reserve lien rights and any resulting rights to set-off or an administrative freeze under federal or state law, which gives us the right to apply the sums in the Secured Account or any other account(s) you have with us to satisfy your obligations under this Visa credit line. Any contract terms in your credit, security, or membership agreements that contradict the above with regard to this Visa credit line are hereby deleted.
3. Your Visa credit line is not subject to mandatory arbitration and therefore any reference to mandatory arbitration in this Credit Agreement and Security Agreement shall not apply to your Visa credit line.

## LOAN APPLICATION SIGNATURES

All the information in this application is true. I understand that Section 1014 Title 1 B U.S. Code makes it a federal crime to knowingly make a false statement on this application. You have my permission to check it. You may retain this application even if not approved.

I authorize you to obtain my credit report for the purposes of evaluating this application and to obtain subsequent credit reports on an on-going basis in connection with this transaction and for all other legitimate purposes, such as reviewing my accounts or taking collection action on this account.

**Permission to contact:** By providing a wireless telephone number (i.e., cell phone), I consent to receiving calls, including autodialed and prerecorded message calls, from the credit union or Its third party debt collector at that number.

You agree that if you are approved for a Visa Credit card that your use of the card will bind you to the "Family Security Credit Union Credit Card Agreement – Terms and Conditions of the Account" that you receive. You hereby acknowledge that you have removed the attached "Family Security Credit Union Credit Card Agreement – Terms and Conditions of the Account" and will retain it for your records.

**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF CO-APPLICANT

DATE

X \_\_\_\_\_

\_\_\_\_\_

X \_\_\_\_\_

\_\_\_\_\_

## VISA Credit Card Application

| FOR CREDIT UNION USE ONLY     |  |                         |                      |                       |              |                       |                                   |
|-------------------------------|--|-------------------------|----------------------|-----------------------|--------------|-----------------------|-----------------------------------|
| <b>DATE</b>                   | <input type="checkbox"/> <b>APPROVED</b><br><br><input type="checkbox"/> <b>DENIED</b><br>(Adverse Action Notice Sent) | <b>APPROVED LIMITS:</b> | <b>SIGNATURE</b>     | <b>LINE OF CREDIT</b> | <b>OTHER</b> | <b>OTHER</b>          | <b>DEBT RATIO/SCORE</b>           |
|                               |  | \$                      | \$                   | \$                    | \$           | \$                    | <b>BEFORE</b><br><br><b>AFTER</b> |
| <b>Approval Code:</b>         |  |                         | <b>Credit Score:</b> |                       |              | <b>Approved Rate:</b> |                                   |
| <b>LOAN OFFICER COMMENTS:</b> |  |                         |                      |                       |              |                       |                                   |
| <b>SIGNATURES</b>             |  |                         |                      |                       |              |                       |                                   |
| X _____ Date _____            |  |                         |                      |                       |              |                       |                                   |
| X _____ Date _____            |  |                         |                      |                       |              |                       |                                   |

## FAMILY SECURITY CREDIT UNION CREDIT CARD AGREEMENT - TERMS AND CONDITIONS OF THE ACCOUNT

In this Agreement, the words "you" and "your" mean each and all of those who apply for a credit card or who sign this Agreement. "Credit Union", "we", "us" and "our" means Family Security Credit Union. "Card" means the credit card and any duplicates and renewals we issue. "Account" means your credit card line of credit account with us.

**CREDIT CARD AGREEMENT:** You acknowledge receipt of and agree to the terms of this Agreement by using the Card or retaining the Card. If you do not agree to the terms of this Agreement, you must immediately cut the Card in half, call us at 800-239-5515 and deliver the destroyed card to us. You agree we may revoke the Card and Account at any time without notice to you.

**1. Responsibility.** If we issue you a Card, you agree to repay all debts and finance charges arising from the use of the Card/Account (including any fees associated with your use). Each of you will be jointly and severally responsible for repayment. You also agree to be fully responsible for any use of the Card/Account by anyone else, including minors, to whom you give the Card/Account information (including any fees associated with the use of the Card/Account) and this responsibility continues until the Card is recovered and the Account is cancelled by us. You cannot disclaim responsibility by notifying us, but we will close the Account for new transactions if you so request if you return all Cards. Your obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the Account. Any person using the Card is jointly responsible 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. You agree not to use the card for any illegal purpose whatsoever, including illegal internet gambling, but you agree to repay the amount of any such transaction made by you or someone you authorized.

**2. Lost Card Notification.** If you believe the Card has been lost or stolen, you agree that you will immediately call us at 800-991-4695.

**3. Liability for Unauthorized Use.** You may be liable for the unauthorized use of your Card depending on the circumstances. You will not be liable for unauthorized use that occurs after you notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00. Such liability limits do not apply when the Card/Account is used to make an electronic funds transfer. If you authorize someone to use your Card/Account for any purpose at any time, then any use of the Card/Account by that person at any time thereafter is not unauthorized even if it exceeds the authority given. You may terminate the authority given to another person only by notifying us. Depending upon the circumstances, you may qualify for zero liability under the VISA zero liability program. Please contact VISA for details.

**4. Credit Line.** If we approve your application, we will establish a self-replenishing line of credit for you and notify you of its amount when we issue the Card. You agree not to let the Account balance exceed this approved credit line. Each payment you make on the Account will restore your credit line by the amount of the payment which is applied to principal. If you request an increase in your credit line, we may require you to make your request in writing before considering your request. We may, at any time and for any reason not prohibited by law, reduce your credit line from time to time, refuse to make an advance or revoke your card and terminate this Agreement. Good cause includes your failure to comply with this agreement or our adverse reevaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either you or us does not affect your obligation to pay the account balance. The Cards remain our property, and you must recover and surrender to us all Cards upon our request and upon termination of this Agreement.

**5. Credit Information.** You authorize us to investigate your credit standing when opening, renewing or reviewing your Account, and you authorize us to disclose information regarding your Account to credit bureaus and other creditors who inquire of us about your credit standing.

**6. Payments.** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 25 days from the statement closing date, whichever is later. If your statement says the payment is "Now Due," your payment is due no later than 25 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total Statement Balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 2.5% of your Total Statement Balance or \$25.00, whichever is greater. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit. Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses. If payment is not received by the Credit Union on or before the due date, then you agree to pay a late payment fee of \$25.00.

**7. Disputed Debts.** You agree not to attempt to settle a disputed debt by making a partial payment without obtaining our prior written permission to do so. You agree that any payment concerning a disputed debt, including an instrument tendered as full satisfaction of a debt, will be sent to Family Security Credit Union, 2204 Family Security Place SW, Decatur, Alabama 35603.

**8. FINANCE CHARGE.** The FINANCE CHARGE is the amount of money that you pay for the money you borrow. The FINANCE CHARGE will be the currently effective ANNUAL PERCENTAGE RATE (APR) that is disclosed to you in the Truth In Lending disclosure or any subsequent change in terms. You have a 25 day grace (no FINANCE CHARGE) period on your purchase balance and for new purchases if you paid the Total New Balance for purchases on your last statement by the end of the grace period. You also have a 25 day grace period for new purchases if you did not have a purchase balance on your last statement. The grace period starts on the statement closing date. If you do not pay the Total New Balance for purchases by the end of the grace period, the FINANCE CHARGE will be imposed on the unpaid purchase balance from the first day of the next billing cycle and on new purchases from the date of the transaction. The FINANCE CHARGE is imposed on cash advances, balance transfers, and convenience checks from the date of the transaction on your Account. Separate average daily balances are calculated for purchases, cash advances/convenience checks, and balance transfers. We figure the FINANCE CHARGE on your Account by applying the periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance" we take the beginning balance of your account each day, add any new purchases/advances/balance transfers, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." The FINANCE CHARGE will continue to accrue on your Account until what you owe under this Agreement is paid in full.

**9. Interest.** Card interest rates for this Account are variable. We will add a margin, depending on your credit score, to the index to get the APR applicable to your Card/Account. The index used to establish the rate is the Prime Rate reported by the Federal Reserve on the first business day of the month prior to the month in which the rate will take effect. Changes in the variable rate will apply to the entire balance outstanding as of the date of the change. There is no limit on the amount by which variable rates may increase, except that we will not charge a rate that exceeds the maximum allowed by law.

**10. Default.** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will also be in default if (a) your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement, (b) you break any promise you have made to us under this Agreement or any other agreement you have with us, (c) any statement you have made in this Agreement, in connection with this Agreement or in connection with any other agreement you have with us is not true, or (d) we should otherwise feel insecure in receiving payment of the Account balance for whatever reason. If you are in default, we have the right to demand immediate payment of your full Account Balance at once without notice to you. If immediate payment is demanded, you agree to continue paying finance charge, at the periodic rate charged before default, until what you owe has been paid, and any security given for your Account may be applied towards what you owe. Except when prohibited by law, in the event of a default, you agree to pay all costs of collecting the amount you owe under this agreement including reasonable attorney's fees and costs. The law may provide that you are not responsible for attorney's fees unless your balance exceeds a certain amount (such as \$300) and in such case the attorney's fee provision does not apply.

**11. Using the Card.** If we issue you a Card, you may use it in person, by mail, over the telephone, or on the internet to make purchases from merchants and others who accept VISA. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program and from automated teller machines (ATMs), such as VISA ATM Network, which provide access to the VISA or system. (Not all ATMs provide such access). We may issue you a Personal Identification Number (PIN) which may be used to obtain cash advance(s) from an ATM. This PIN is confidential and should not be disclosed to anyone. It is important to observe safety precautions when using an ATM machine. Always observe your surroundings and use a different ATM if the environment around the machine appears to be unsafe in any way. Use a different machine if the machine appears to have been altered. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. We may make a reasonable charge for photocopies of slips you request. For security reasons, we may block the use of the Card/Account in certain geographic areas. We have no liability to you or others in the event such a block should occur.

**12. 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 or automatically after 6 months.

**13. Additional Benefits/Rewards.** We may offer additional benefits, including cash back incentives, and rewards, from time to time, at no additional charge, on your Account. You acknowledge and agree that we are not obligated to offer such services and they may be withdrawn at any time.

**14. Foreign Transactions.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. If you used your VISA credit card to perform a transaction in a currency other than U.S. Dollars or in a foreign country; the exchange rate, the transactions currency and the billing currency used for processing international transactions is: (i) the rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives; or (ii) the government mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by Family Security Credit Union. Foreign Transactions include internet transactions made in the U.S., but with a merchant who processes the transaction in a foreign country. Transactions processed in foreign countries or foreign currencies, including those denominated in U.S. Dollars, will be charged a 1% foreign transaction fee.

**15. 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.

**16. Security Interest.** You grant the Credit Union a security interest under the Uniform Commercial Code and under any common law rights the Credit Union may have in any goods you purchase. If You give the Credit Union a specific pledge of shares by signing a separate pledge of shares, Your pledged shares will secure Your Account. You may not withdraw amounts that have been specifically pledged to secure Your Account until the Credit Union agrees to release all or part of the pledged amount. You grant Us a security interest in all individual and joint share and/or deposit accounts You have with Us now and in the future to secure Your credit card Account. Shares and deposits in an IRA or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest You have given in Your shares and deposits. You may withdraw these other shares unless You are in default. When You are in default, You authorize Us to apply the balance in these accounts to any amounts due. For example, if You have an unpaid credit card balance, You agree We may use funds in Your account(s) to pay any or all of the unpaid balance. You acknowledge and agree that Your pledge does not apply during any periods when You are a covered borrower under the Military Lending Act. For clarity, You will not be deemed a covered borrower, and Your pledge will apply, if: (1) You established Your credit card Account when You were not a covered borrower; or (ii) You came to be a covered borrower. Unless otherwise prohibited by federal and/or state law, collateral securing other loans You have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other Agreement.

**17. Effect of Agreement.** This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you any advance written notice required by law. Any amendment to this Agreement will take effect on the day it is mailed unless advance notice is required by law. Your use of the Card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing Account balance as well as to future transactions.

**18. Statements and Notices.** Statements and notices will be mailed to you at the most recent address you have given the Credit Union or delivered electronically as per your consent. Notice sent to any one of you will be considered notice to all of you. You must notify us of any address change.

**19. General Terms.** No delay in enforcement of our rights under this Agreement will result in any loss of our rights or relieve you of any of your obligations. If any provision of this Agreement is deemed invalid, the rest of this Agreement will remain in full force and effect. The paragraph headings are for convenience only and do not form a part of this Agreement. The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Alabama and any applicable Federal law without regard to their choice of law provisions.

**20. Fees.** In addition to the fees disclosed to you in a tabular format, we may charge other fees for services that will be disclosed to you at the time the service is requested or on our Truth in Savings disclosure, as amended from time to time.

**21. Skip-A-Payment:** From time to time, solely at the option of the Credit Union, you may be given the option, for a fee, to skip a payment. If you elect to take advantage of the offer to skip a payment, the interest finance charge will continue to accrue during the month you choose to skip a payment and you must resume regular payments on the following payment due date.

**22. Automatic Account Information Updates:** You may set up automatic billing or store your Account information with a merchant, wallet provider, or other third party. If your card information changes, which may include billing address, you authorize us to provide this updated information to any such merchant, wallet provider, or other third-party at our discretion. You must contact the merchant, wallet provider, or other third-party directly or remove your credit card information from the merchant site, wallet provider, or third-party if you wish to stop automatic billing or account updates.

**23. Arbitration:** Any controversy or claim arising out of or relating to this Agreement and/or Account shall be settled by binding arbitration. You further agree that any such arbitration shall take place in Morgan County, Alabama. Judgment upon any award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall determine the prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator's fees, shall be borne by the non-prevailing party, unless otherwise required by law. No provision of this Agreement, nor the exercise of any right under this agreement, shall waive the arbitration requirement or limit the right of the Credit Union to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during, or after the pendency of any arbitration, (2) exercise self-help remedies, such as set-off; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust, or applicable law; (4) exercise any other rights under this agreement upon the breach of any term or condition herein; or, (5) to proceed with collection of the Account through all other legal methods, including, but not limited to, proceeding in court to obtain judgment. Any and all arbitration under this contract will take place on an individual basis; class arbitrations and class actions are not permitted. YOU FURTHER AGREE THAT YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

### **Your Billing Rights: Keep this Document for Future Use**

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

**What To Do If You Find a Mistake on Your Statement:** If you think there is an error on your statement, write to us at: Family Security Credit Union, 2204 Family Security Place SW, Decatur, Alabama 35603.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

**You must contact us:**

Within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter** - When we receive your letter, we must do two things:

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

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

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

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

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

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

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

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Family Security Credit Union, 2204 Family Security Place SW, Decatur, Alabama 35603.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

| Interest Rates and Interest Charges  |   |
|--|---|
| Annual Percentage Rate (APR) for Purchases, Cash Advances, & Balance Transfers | <b>13.90% to 18.00%</b> depending on your credit history.<br>This APR will vary with the market based on the Prime Rate, Plus Margin, reported by the Federal Reserve.  |
| How to Avoid Paying Interest on Purchases                                      | Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on new purchases, provided you have paid your previous balance in full by the due date each month. We will begin charging interest on cash advances on the transaction date. |
| Minimum Interest Charge  | None  |
| For Credit Card Tips from the Consumer Financial Protection Bureau             | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>                                    |

| Fees                  |  |
|-----------------------|--|
| Annual Fee            | None   |
| Application Fee       | None   |
| Transaction Fees      | None   |
| • Balance Transfer    | None   |
| • Cash advance        | None   |
| • Foreign Transaction | 1% of the converted transaction amount for each international multi-currency or single-currency transaction. |
| Penalty Fees          |  |
| • Late Payment        | \$25.00  |
| Other Fees            | None   |

**How We Will Calculate Your Balance:** We 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.

**Minimum Credit Limit:** The following minimum credit limit is required: \$500.00. \$5,000 for Visa Signature Rewards Card.

Congratulations,

You have been approved for a Family Security Credit Union \_\_\_\_\_(type) Visa credit card.  
Please see the below disclosure for rate and fee information.

| Interest Rates and Interest Charges  |   |
|--|---|
| <b>Annual Percentage Rate</b><br>(APR) for Purchases, Cash Advances, & Balance Transfers | _____ %.<br>This APR will vary with the market based on the Prime Rate, Plus Margin of _____%, reported by the Federal Reserve.   |
| <b>How to Avoid Paying Interest on Purchases</b>   | Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on new purchases, provided you have paid your previous balance in full by the due date each month. We will begin charging interest on cash advances on the transaction date. |
| <b>Minimum Interest Charge</b>   | None  |
| <b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>                | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>                                    |

| Fees  |  |
|---|--|
| <b>Annual Fee</b>   | None   |
| <b>Application Fee</b>  | None   |
| <b>Transaction Fees</b> <ul style="list-style-type: none"><li>Balance Transfer</li><li>Cash advance</li><li>Foreign Transaction</li></ul> | None<br>None<br>1% of the converted transaction amount for each international multi-currency or single-currency transaction. |
| <b>Penalty Fees</b> <ul style="list-style-type: none"><li>Late Payment</li></ul>  | \$25.00  |
| <b>Other Fees</b>   | None   |

**How We Will Calculate Your Balance:** We 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.

**Minimum Credit Limit:** The following minimum credit limit is required: \$500.00. \$5,000 for Visa Signature Rewards Card.

Please see the 'Family Security Credit Union Credit Card Agreement – Terms and Conditions of the Account' for complete terms and conditions for your credit card account.





# Guarantor Agreement Form

## NOTICE TO GUARANTOR – PLEASE READ BEFORE SIGNING:

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The creditor can collect this debt from you without first trying to collect from the borrower.

The credit can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. if this debt is ever in default, that fact may become part of your credit record.

This Notice is not the contract that makes you liable for the debt. You will only be liable if you sign the Guaranty Agreement below.

## VISA CREDIT CARD GUARANTY AGREEMENT

To induce Family Security Credit Union to lend money or give credit to the applicant of the associated VISA Credit Card Application, Member # \_\_\_\_\_ in an amount up to \$ \_\_\_\_\_ (*Amount Requested*), I agree to be jointly and severally liable for the debt and guarantee prompt and full payment when due, including any principal, interest, and fees.

We can enforce this Agreement against your heirs and legal representatives. We may sue you for payment of the Debt if Borrower is in default and you do not pay the amount you have guaranteed. We can also use any collection method against you as we could against the borrower.

We do not have to give you notice of any event, including: the borrower's failure to pay any amount due, any action taken by us with respect to property given by Borrower as security for the debt, any new debts the Borrower incurs with us, or any renewal, extension or substitution of any of the Borrower's debts. We can delay enforcing any of its rights without losing them or releasing you.

You grant us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future to secure this Debt. Shares and deposits in an IRA or any other account that would lose special tax treatment under state or federal law if given as security are not subject to security interest. When the Debt is in default, you authorize us to apply the balance in your accounts to any amounts due. You acknowledge and agree that this pledge does not apply during any periods when you are a covered borrower under the Military Lending Act. For clarity, you will not be deemed a covered borrower, and your pledge will apply, if: (i) you established your credit card Account when you were not a covered borrower; or (ii) you came to be a covered borrower. Unless otherwise prohibited by federal and/or state law, collateral securing other loans you have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other Agreement.

You authorize us to obtain your credit report for the purposes of evaluating this application and to obtain subsequent credit reports on an on-going basis in connection with this credit card and for all other legitimate purposes, such as reviewing my accounts or taking collection actions on this account.

By providing a wireless telephone number (i.e., cell phone), you consent to receiving calls, including autodialed and prerecorded message calls, from the credit union or its third party debt collector at that number.

You agree that if this Visa Credit Card is approved that the use of the card will bind you to the "Family Security Credit Card Agreement – Terms and Conditions of the Account" that you receive. You hereby acknowledge that you have removed the attached "Family Security Credit Card Agreement – Terms and Conditions of the Account" and will retain it for your records.

**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT.**

### Signatures

X \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

### For Credit Union Use Only

Authorized Credit Union Signature: \_\_\_\_\_

Date: \_\_\_\_\_