



Visa® Credit Card Account Application

## Meeting all your financial needs at every stage of life.

### Main Office

602 South 6th Street

Macclenny, FL 32063

904.259.6702

### Baldwin Office

100 South Lima Street

Baldwin, FL 32234



Meeting all your financial needs at every stage of life.

### Hours:

#### Lobby

Monday–Thursday: 9:00 am - 4:30 pm

Friday: 9:00 am - 6:00 pm

#### Drive Thru

Monday–Thursday: 7:30 am - 5:00 pm

Friday: 7:30 am - 6:00 pm

Saturday: 9:00 am - 12:30 pm

# Account Agreement



This information is accurate as of June 1, 2018, and is subject to change. For current information, call us at 904.259.6702 or write us at:

Visa Department,  
602 South 6th Street,  
Macclenny, FL 32063

W497r

www.countryfcu.com

### CARD AGREEMENT CFCU VISA (Effective June 1, 2018)

#### Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	<b>8.5%</b> Platinum, <b>9.5%</b> Classic, <b>9.25%</b> Business. This APR will vary with the market based on the Prime Rate
APR for Balance Transfers	<b>8.5%</b> Platinum, <b>9.5%</b> Classic, <b>9.25%</b> Business. This APR will vary with the market based on the Prime Rate
APR for Cash Advances	<b>10.5%</b> Platinum, <b>11.5%</b> Classic, <b>11.25%</b> Business. This APR will vary with the market based on the Prime Rate
Penalty APR and When it Applies	<b>None</b>
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 of each month. We will begin charging interest on cash advances and balance transfers on the transaction date
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00
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">www.consumerfinance.gov/learnmore</a> .
Fees	
Annual Fee	<b>None</b>
Transaction Fees <ul style="list-style-type: none"> <li>Balance Transfer</li> <li>Cash Advance</li> <li>Foreign Transaction</li> <li>Overdraft Coverage</li> </ul>	<b>None</b> <b>\$5.00</b> <b>2%</b> of each transaction in U.S. dollars <b>\$5.00</b>
Penalty Fees <ul style="list-style-type: none"> <li>Late Payment</li> <li>Over-the-Credit-Limit</li> <li>Returned Payment</li> </ul>	Up to <b>\$25.00</b> <b>None</b> <b>None</b>

number(s) on or in connection with this account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) for which you are providing your consent to be contacted.

In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers, or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

#### CARD INFORMATION UPDATES AND AUTHORIZATIONS

If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

#### MILITARY LENDING ACT

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents 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; 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 certain participation fees for a credit card account).

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

- The purchase price 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.

#### CHANGES TO THIS AGREEMENT

You agree that we may, at our sole discretion, from time to time and subject to applicable law, change any of the terms and conditions of, or add new terms to, this Agreement relating to your Account (including increasing any rate of **FINANCE CHARGE**, increasing or adding fees or charges (including annual fees), changing the method of computing balances subject to **FINANCE CHARGE**, changing your Account credit limit, or changing the date upon which **FINANCE CHARGES** begin to accrue. Any such changes will generally be effective immediately unless we are required by applicable law to provide you with advance written notice of the proposed changes. In such instances, those changes will be effective immediately following the effective date stated in such notice. Subject to applicable law, any such changes will apply to your outstanding Account balance on the effective date of the change and to any future balances created after that date.

You will be deemed to accept all such changes accompanying the notice if you do not send us a notice to the contrary in a timely manner, or a Transaction is made using your Account or Card after the conclusion of the time period specified in the notice. No change to any term of this Agreement will affect your obligation to pay all amounts owing under this agreement.

#### WAIVER OF RIGHTS

Except as may be prohibited by law or regulation, you agree to waive any right you may have for us to act promptly in bringing any action(s) against you (known as diligence); to demand payments of amounts due (known as presentment); to obtain an official certification of non-payment (known as protest); and to give notice that amounts due will not be paid (known as notice of dishonor or notice of default and non-payment).

#### CHANGE OF ADDRESS

We will rely on your address as it appears on our records for any and all Account communications we send to you unless and until either you or the U.S. Postal Service notify us of a change of address and we have had a reasonable opportunity to act on such notice. If your Account is a joint Account, each of you appoints the other as your agent to designate the address to which any and all Account communications, including the Account Statement, may be sent to you by us.

#### CONSENT TO CONTACT

By signing or otherwise authenticating a Credit Card Application and Agreement, you agree we and/or our third-party debt collectors may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by any reasonable means. If you have provided a wireless telephone

#### BILLING ERRORS NOTICE, YOUR BILLING RIGHTS

**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 Bill.** If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us at the address listed above. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your Account bill automatically from your share or share draft, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

#### YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including **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 your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any **FINANCE CHARGE** related to any questioned amount. If we didn't make a mistake, you may have to pay **FINANCE CHARGES**, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (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 bill. And, we must tell you the name of anyone to whom we reported you. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill 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:

This Agreement covers the Visa® Credit Card Account issued by Country Financial Credit Union (“Credit Union”). In this Agreement the words “you,” “your,” “yours,” “applicant,” and “borrowers” mean any person who signs the application for this Account, any joint obligor, guarantor, authorized user, or the person whose name is embossed on the Card. The words “we,” “us,” “our,” and “Credit Union” mean Country Financial Credit Union. The word “Card” means any one or more credit cards issued under this Account. **If you sign an application for this Account or sign or use any Card or PIN, or allow others to use the Card or PIN, you and they will have accepted this Agreement just as if you and they signed it, and you and they, jointly and severally, will be bound by the following terms and conditions, which will govern this Account.**

#### YOU PROMISE TO PAY

You promise to pay us all amounts, plus any **FINANCE CHARGES**, which arise from use of the Card or Account by you or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and you received no benefit from the use. You promise to pay us either by direct payment or by automatic transfers from shares or by payroll deduction.

#### PURCHASES AND CASH ADVANCES

You may use your Account and your Card to purchase or lease goods or services (each, a “Purchase”) by presenting your Card or your Account to participating merchants and establishments where the Card is honored. You may also use your Card to obtain a loan from your Account, by presenting it to any financial institution or other person that accepts the Card for the purpose of obtaining cash or cash-like equivalents (for example, money orders, traveler’s checks, or other payment instruments) from your Account, to make a withdrawal of cash from an automated teller machine (“ATM”), or to make a person-to-person transfer conducted through the Internet or otherwise (each such transaction, a “Cash Advance”). Purchases and Cash Advances are collectively referred to as “Transactions.” You acknowledge and agree that any debt incurred using your Account or your Card is valid, regardless of the purpose of the Transaction.

#### RESTRICTED TRANSACTIONS

We may, from time to time, limit the type, number, and dollar amounts of any Transactions made using your Account or Card, notwithstanding the amount of your Available Credit Limit, and terminate or suspend your use of your Account and Card and the operation of any method of access to your Account without notice, unless required by law or regulation. Transactions may be denied based on the type of service, the merchant, or the location. This includes, but in no way is limited to: transactions deemed illegal by the government, such as Internet gambling; merchants known to perpetrate fraud; stores and sites with a high rate of fraudulent transactions; certain countries; and, activity outside of an individual’s normal card use. We may from time to time and in our sole discretion add, remove, or alter restricted transactions based on an evaluation of various factors. If you know that you will be using your card in a location or manner that is not consistent with your usual activity, you may notify us in advance to ensure your transactions are not declined in relation to these restrictions.

#### SECURED CARD

If you have applied and been approved for a Secured Card, you have granted us a security interest in the funds, including any funds deposited following the effective date of this Agreement, in the savings account you maintain with us and designate to secure repayment of your Account (Secured Credit Union Account). You acknowledge that you specifically intended to grant us the security

interest in all funds in the Secured Credit Union Account, that this security interest is an express condition for your Account and that all funds in your Secured Credit Union Account must remain on deposit during the term of this Agreement. You agree to sign all applications and documents that we may request from time to time, which act as evidence of your grant and assignment to us of the security interest in the Secured Credit Union Account. If you do not pay your Account balance or you or we decide to close your Account for any reason, you authorize us to, and you agree that we may, apply all of the funds in the Secured Credit Union Account to your outstanding Account balance. You acknowledge that we will not, and you authorize us not to, discharge or release our security interest in the Secured Credit Union Account until all Transactions, Finance Charges and fees and other charges contemplated by this Agreement have been processed and paid and you have otherwise performed all of your obligations under this Agreement. We will then discharge or release our security interest in the Secured Credit Union Account, and when your Secured Credit Union Account is closed, make available to you any funds remaining in the Secured Credit Union Account. If the outstanding Account balance exceeds the amount of funds in your Secured Credit Union Account, you will remain liable for any outstanding Account balances, including all fees or charges that may subsequently accrue, until the Account balance is paid in full.

#### CREDIT LINE

If your application is approved by us, this Agreement will constitute a revolving line of credit for an amount, which will be the Credit Line under your Account. We will advise you of the amount of your Credit Line. That amount will be the maximum amount you may have outstanding at any one time. You agree not to attempt to obtain more credit than the amount of your Credit Line. However, if you temporarily exceed your Credit Line, you agree to repay the excess immediately, even if we have not yet billed you. Obtaining such credit does not increase your Credit Line. We retain the right to increase or decrease your Credit Line at any time. Any increase or reduction in the amount of your Credit Line will be shown on your monthly statement or by separate notice together with any changes in the applicable Minimum Monthly Payments. Your eligibility for this Credit Line is determined by our loan policy and may be terminated at our sole discretion, without demand or notice. You may close your Credit Line at any time by notifying us in writing and returning all Cards cut in half. If you terminate this Agreement or if we terminate or suspend your credit privileges, the provisions of this Agreement and your liability hereunder shall otherwise remain in full force and effect until you have paid us all sums due us under this Agreement and returned all Cards.

#### MINIMUM MONTHLY PAYMENT

You agree that you will pay each month not less than the Minimum Monthly Payment on or before the scheduled monthly due date. Minimum Monthly Payments include all amounts past due, late charges, and the minimum regular payment. The minimum regular payment will be: 2% of your Total New Balance or \$25.00, whichever is greater for Classic/Platinum cards, and 3% of your Total New Balance or \$50.00 for Business cards. Every month you must pay the Minimum Payment within twenty-five (25) days of your statement closing date. You may pay in full for all your purchases and cash advances each month, or you may repay in monthly installments. We can accept late payments or partial payments, or checks, drafts, and money orders marked “payment in full,” without prejudice to our rights under this Agreement, which are hereby explicitly reserved. Payments will be applied first to previously billed and unpaid FINANCE CHARGES, previously billed and unpaid purchases and cash advances, and the remainder, if any, to any new purchases or other fees or charges.

#### 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 where you are a covered borrower under the Military Lending Act. 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.

#### PERIODIC STATEMENTS

Each month, if your outstanding balance exceeds \$1.00, we will send you a statement showing new purchases, cash advances, payments, and credits made to your Account during the billing cycle, your Previous Balance, your “Total New Balance,” any **FINANCE CHARGE**, and any other charges. Your statement also will identify the remaining credit limit available and the Minimum Monthly Payment you must make for that billing period and the date it is due. You agree to retain for statement verification copies of transaction slips resulting from each purchase, each advance, and other transaction on your Account. Unless you notify us of each billing error as described below, you accept your monthly statement as an accurate statement of your Account with us.

#### CIRCUMSTANCES UNDER WHICH A FINANCE CHARGE WILL BE IMPOSED

The total outstanding balance of purchases and cash advances in the Account on the closing date of a billing cycle, including any **FINANCE CHARGE**, will be shown on the Periodic Statement for that billing cycle as the “New Balance.”

a. **Cash Advances. A FINANCE CHARGE** will be imposed on cash advances from the date each cash advance is made. There is no time period within which to pay to avoid a periodic **FINANCE CHARGE** on cash advances.

b. **Purchases.** Your due date will be at least twenty-five (25) days after the closing date. A **FINANCE CHARGE** will be imposed on the unpaid portion of purchases included in the new balance when the entire new balance is not paid in full by the due date shown on the statement. This “grace period” allows you to avoid **FINANCE CHARGES** on purchases for a billing cycle. If you do not pay within the grace period, your **FINANCE CHARGES** will accrue from the first day of the billing cycle in which payment is due, and on new purchases from the date of purchase.

#### METHOD USED TO DETERMINE THE BALANCE ON WHICH THE FINANCE CHARGE MAY BE COMPUTED AND AMOUNT OF FINANCE CHARGE

The Credit Union figures the **FINANCE CHARGE** on your Account by applying the Periodic Rate to the “Average Daily Balance” of purchases and cash advances for your Account (including current transactions) and multiplying the result by the number of days in the billing cycle. To get the “Average Daily Balance” we take the beginning balance of your Account each day, add any new purchases or cash advances, and subtract any payments or credits, unpaid **FINANCE CHARGES**, and unpaid late charges. 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.”

#### PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE

**Variable Rate Information:** The index used to determine your variable APRs is the highest Prime Rate published in the Money Rates column of The Wall Street Journal on the third Friday of each month. APR = Index + Margin. If the Prime Rate changes, the new rate will take effect on the first day of the next billing cycle. The Credit Union may, at its discretion, delay Prime Rate Changes.

**Visa Classic:** The Margin is 6.25%. Currently, the Periodic Rate that is used to compute the **FINANCE CHARGE** for Visa Classic cards is 0.0260274%, with a corresponding **ANNUAL PERCENTAGE RATE** of 9.5% for purchases and 0.0315068%, with a corresponding **ANNUAL PERCENTAGE RATE** of 11.5%, Margin of 8.25%, for cash advances.

**Visa Platinum:** The Margin is 5.25%. Currently, the Periodic Rate that is used to compute the **FINANCE CHARGE** for Visa Platinum cards is 0.0232877%, with a corresponding **ANNUAL PERCENTAGE RATE** of 8.5% for purchases and 0.0287671%, with a corresponding **ANNUAL PERCENTAGE RATE** of 10.5%, Margin of 7.25%, for cash advances.

**Visa Business:** The Margin is 6.00%. Currently, the Periodic Rate that is used to compute the **FINANCE CHARGE** for Visa Business cards is 0.0253425%, with a corresponding **ANNUAL PERCENTAGE RATE** of 9.25% for purchases and 0.0308219%, with a corresponding **ANNUAL PERCENTAGE RATE** of 11.25%, Margin of 8.00%, for cash advances.

#### CONDITIONS UNDER WHICH OTHER CHARGES MAY BE IMPOSED

We may impose fees and charges on your Account as set forth below. The Credit Union reserves the right to assess other fees in the future, including a late payment fee. You will be notified of any new fees as required by law.

a. **Late Fee.** For Visa Classic/Platinum cards, you agree to pay a late fee of \$25.00 for each minimum payment not paid by its due date. For Visa Business cards, you agree to pay a late fee of \$35.00 for each minimum payment not paid by its due date.

b. **Returned Check Charge.** A \$15.00 charge will be assessed against your Account when a check submitted for payment on the Account is returned, regardless of the reason.

c. **Research and Copying Fees.** We may charge you \$13.00 for each copy and \$50.00 per hour of research required if you request copies of any items or documents related to your Account. If the request relates to a billing error and we determine that a billing error was made, any photocopying charges will be refunded.

d. **Card Replacement Fee.** A \$10.00 charge will be assessed against your Account for each replacement card you request.

e. **Attorney’s Fees and Costs.** If you default on any part of this Agreement, you agree to pay us all costs to collect your Account, including court costs and reasonable attorney fees whether or not there is a lawsuit, and fees on any appeal and fees for bankruptcy proceedings, appeals, and any post judgment collection services, if applicable. These fees and costs may be added to your Account balance and will bear interest at the **ANNUAL PERCENTAGE RATE** in effect at that time.

f. **Currency Conversion.** Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a 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 the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases and cash advances. A foreign transaction is any transaction that you complete or a merchant completes on your card outside the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies, or U.S. consulates.

g. **Transfer Fee to Cover Overdrafts.** If you are approved for checking overdraft services, a fee of \$5.00 will be charged to your account for each overdraft transfer.

#### CONDITIONS OF CARD USE

*The use of your Card and Account are subject to the following conditions:*

a. **Ownership of Cards.** Any Card or other credit instrument or device that we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

b. **Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other credit instrument or device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

c. **Currency Conversion.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be at (i) the wholesale market rate or (ii) the government-mandated rate, whichever is applicable, in effect one day prior to the processing date, increased by 1%.

d. **Notices and Payments.** All notices will be sent to your address as shown in the application. You agree to advise us promptly if you change your mailing address. All payments should be mailed to us at the remittance address shown on your monthly statements. Payments received at that address will be credited to your Account as of the date received. Written notices and inquiries to us must be sent to: Country Financial Credit Union, Visa Department, 602 South 6th Street, Macclenny, FL 32063, telephone 904.259.6702.

e. **Personal Identification Number.** If we issue you a Personal Identification Number (“PIN”) for use with your Card in accessing your line of credit at automatic teller machines (“ATMs”), these numbers are issued to you for your security purposes. These numbers are confidential and should not be disclosed to third parties. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make available your PIN to anyone not authorized to sign on your Accounts. To keep your Account secure, please do not write your PIN on your Card or keep it in the same place as your Card.

#### DEFAULT

You will be in default under this Agreement if any of the following occur: (a) Any Minimum Monthly Payment is not made when due; (b) You become insolvent, bankrupt, or you die; (c) You violate any part of this Agreement or any other agreement with us; or (d) if we reasonably deem ourselves insecure with respect to your Account. Upon default, we may declare the entire unpaid balance immediately due and payable, and you agree to pay that amount plus any attorney’s fees and costs incurred by us. We can delay enforcing any right under this Agreement without losing that right or any other right. We will notify you in writing of any such action as soon as practical if it occurs.

#### GOVERNING LAW

This Agreement will not take effect until it is approved by us. This Agreement shall be governed by the laws of the State of Florida.

#### SEVERABILITY

If any provision of this Agreement is held invalid, the remaining provisions that are severable shall remain in effect. This includes any provision prohibited by the Military Lending Act for covered borrowers.

#### LOSS OR THEFT OF CARD

You agree to notify us immediately, orally, or in writing, at Country Financial Credit Union, Visa Department, 602 South 6th Street, Macclenny, FL 32063, telephone 904.259.6702, of the loss, theft, or unauthorized use of your Card. If you notify us of your lost or stolen Card, you will not be liable for any losses. This liability exclusion will apply provided you were not negligent or fraudulent in handling your Credit Card. If you notify us of your lost or stolen Card after two (2) business days, your liability for unauthorized Visa Credit Card transactions may be up to \$50.00.

#### CREDIT INFORMATION/FINANCIAL STATEMENTS

You authorize us to release information to others (e.g., credit bureaus, merchants, and other financial institutions) regarding the status and history of your Credit Line. You agree to provide us, at any time we deem necessary, with a current financial statement and/or updated credit information. We may investigate your credit directly or through a credit-reporting agency.

#### ACKNOWLEDGMENT AND AMENDMENTS

You understand and agree to the terms and conditions in this Agreement and the Fair Credit Billing Notice. You acknowledge that you have received a copy of this Agreement and Disclosure and the Fair Credit Billing Notice. We reserve the right to amend the terms of this Agreement at anytime subject to any limitations and requirements of applicable law.