



#### Important information that applies to each type of account unless otherwise stated.

The terms governing the use of your Credit Card are printed on this form. The terms of your account, including ANNUAL PERCENTAGE RATES (APR), are subject to change. These terms may be amended, or supplemented by separate notices to you, including any notices you have previously received from us.

The Disclosures required by Federal law are also set forth below, including a statement containing important information regarding your rights to dispute billings errors. Keep this form so you can refer to it if you have questions regarding your account. **Terms Governing the Use of Your Card:** In this agreement the words "you," "your," and "cardholder" means or refers to all persons who have submitted an application for a Jovia Credit Card. "We," "Us," "Credit Union" or "Issuer" refer to Jovia Financial Federal Credit Union ("Jovia"). "Card" means the Jovia Credit Card and any duplicates or renewals we issue. "Account" means your **Visa** Credit Card Line of Credit Account with us. "Convenience Checks" means any convenience checks issued by the Credit Union. **This is the Cardholder Agreement and Disclosure Statement that governs the use of your Account. Please read it and keep it for your records.** The person ("Cardholder") whose name is embossed on the face of the **Visa** ("Card") and each Cardholder, in the event more than one Card is issued bearing the same account number, by signing or using said Card, receipt of which is acknowledged, agrees with Jovia, the Issuer of the Card as follows:

**1. Type of Transactions:** Cardholder grants a consensual security interest in any deposit account maintained by the cardholder with the Credit Union, including joint accounts or other accounts in which the cardholder has an interest. However, this security interest does not apply or other accounts to a cardholder's (A) individual retirement account or similar tax deferred account, or (B) The debtor's right of withdrawal is only in a representative capacity, or (C) Social Security or supplemental Social Security payments are deposited directly into this account pursuant to an agreement with issuer which permits such direct deposit, or (D) Setoff is prohibited by the Military Lending Act, or its implementing regulations. Cardholder's first use of any credit card issued to cardholder after receipt of disclosure or prior addendum shall be deemed Cardholder's acceptance of its terms granting a consensual security interest in the continuance of cardholder's participation in the Visa Credit Card Agreement and Disclosure.

**2. Use of Account:** You promise to repay us for all credit extended pursuant to authorized use of the Card(s), plus FINANCE CHARGES and fees provided in this document. You are responsible for charges made by yourself, your spouse and your children. You are also responsible for charges made by anyone else to whom you give the Card and this responsibility continues until the Card is returned to us. You cannot disclaim responsibility by notifying us but we will close the account for new transactions if you so request and return all Cards. The Cards remain our property and you must recover and surrender to us all Cards upon our request and upon termination of the Agreement. This card cannot be used for illegal means. We will not be held liable if you engage in illegal transactions. You may not utilize your Card for the purchase of any goods or services on the internet that involve gambling, gaming, betting or any similar transaction or activity. Such transactions include, but are not limited to, quasi-cash or online gambling transactions, electronic commerce transactions conducted over an open network, and betting transactions including the purchase of lottery tickets, casino gaming chips, or off-track wagering. However, if a charge or transaction described in this paragraph is approved and posted, you will remain responsible for such charges.

**3. Liability for Unauthorized Use:** You may be liable for the unauthorized use of your Credit Card. You will not be liable for unauthorized use that occurs after you notify Jovia at 1000 Corporate Drive, Westbury, NY 11590, 516-561-0030 or Fiserv, PO Box 2087 Omaha, NE 68103-2711, orally or in writing, of the loss, theft or possible unauthorized use.

**4. Annual Percentage Rate (APR) Variable:** The ANNUAL PERCENTAGE RATE is subject to change monthly on the first day of each cycle to reflect any change in the index rate and will be determined by the Prime Rate as listed in the "Money Rates" section of the Wall Street Journal on the 10th day of the previous month to which we add a margin. The ANNUAL PERCENTAGE RATE will take the form of additional payments shown as Total Minimum Payments on the statement. If the Index is no longer available, the Credit Union will choose a new index which is based on comparable information.

**5. Balance Computation Method:** We calculate the FINANCE CHARGE on your account by applying the periodic rate to the "Average Daily Balance" on your account (including new transactions). To calculate the "Average Daily Balance," we take the beginning balance of your account each day, add any new purchases, and subtract any payments, credits, and unpaid FINANCE CHARGES. This gives us the daily balance. We then add all the daily balances for the billing cycle and divide the total by the number of days in the cycle. The result is your "Average Daily Balance".

**6. Minimum FINANCE CHARGE:** A minimum \$0.50 FINANCE CHARGE will be imposed during a billing cycle in which FINANCE CHARGES are incurred.

**7. Grace Period and FINANCE CHARGES:** There is no grace period on Cash Advances or Balance Transfers. FINANCE CHARGES for each Cash Advance and Balance Transfer will be imposed on the date of the transaction and will continue to accrue interest on the unpaid "Average Daily Balance" of such transactions until the date of payment if paid during the same billing cycle, or until the Closing Date of the billing cycle preceding the date on which the entire New Balance is paid in full, or until the date of payment if more than 25 days from the Closing Date.

There is a grace period on Credit Purchases. The payment due date is at least 25 days after the close of each Billing Cycle, which allows time to repay any credit extended for purchases without incurring a FINANCE CHARGE. A FINANCE CHARGE will not be imposed on Credit Purchases if you pay the entire New Balance shown on your monthly statement by the payment due date. If you elect not to pay the entire New Balance within that grace period, a FINANCE CHARGE will be imposed on the unpaid "Average Daily Balance" of such Credit Purchases from the statement Closing Date (including new Credit Purchases posted during the current billing cycle) and will continue to accrue until the Closing Date of the billing cycle preceding the date on which the entire New Balance is paid in full, or until the date of payment if more than 25 days from the Closing Date.

**8. Military Lending Act:** Federal law provides important protection 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 their 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 charges (other than certain participation fees for a credit card account).

**9. Annual Fee:** NONE.

**10. Cash Advance Fee:** \$5.00 or 3.00% of the amount of each transaction, whichever is greater.

Cash Advance means the amount requested by you and advanced to you by any method approved by us according to the terms of the Agreement in cash or cash equivalent items. Cash equivalent items include but are not limited to any balance transfers, convenience checks, Automated Teller Machine (ATM), Interactive Teller Machine (ITM), or over the counter advances. Jovia will not be held liable for any merchant misclassifications. Cash advances and cash transactions do not earn points under the uChoice Rewards Program.

**11. Late Charges:** If the minimum required payment is not received within 10 days after the Closing Date subsequent to the payment Due Date, a late charge equal to \$ 25 or the amount of the required payment, whichever is less will be charged.

**12. Credit Limit:** Cardholder shall not use the Card or permit the use of Related Cards to obtain Credit Purchase or Loans which will increase Cardholder's Visa indebtedness to the Issuer to an amount in excess of 2% of the limit established by the Issuer.

**13. Other Fees:** As applicable, the following fees will apply to your Account, in the amounts set forth on the Disclosure (collectively, "Fees"):

**Payment Reversal Return Fee:** We will charge you \$25 for each return by a bank or other depository institution of a dishonored check, negotiable order of withdrawal or share draft issued by you to us in connection with the Account. This fee will be in addition to all other Interest Charges and Other Charges we may collect from you and is not subject to refund or rebate.

**Supplemental Convenience Requests:** If you request supplemental copies of billing statements you will be charged \$5 for each, if such charges are not prohibited by law or regulations. We will not assess you this fee if you request a billing statement to a billing error/inquiry that you may assert against us under applicable law. For Supplemental Convenience Requests, you agree to pay the reasonable charges in effect at the time of your request.

**Pay By Phone Fee:** If you make a payment on your account by phone with the assistance of a customer service representative, a fee of \$5 will be charged to your account for each such payment. This fee does not apply to payments made through our automated phone system, online, or by mail.

**14. Agreement to Pay:** Cardholder shall be liable and agrees to pay Issuer for Credit Purchases made by, or for Loans extended to Cardholder or anyone else using such Card unless the use of such Card is by a person other than the Cardholder (a) who does not have actual, implied or apparent authority for such use, and (b) from which Cardholder receives no benefit. Additionally, Cardholder shall be jointly and severally liable and agrees to pay for all Credit Purchases and Loans obtained through the use of any other Card bearing Cardholder's account number that has been issued to another person by reason of such person being a member of Cardholder's family or otherwise issued upon Cardholder's request (all such Cards being the Visa account number hereinafter collectively called "Related Cards").

**15. Minimum Payment & Payment Due Date:** The minimum payment required is the New Balance shown on your statement if the amount is equal to or less than \$20. If the New Balance exceeds \$20, the minimum payment is 2.00% of that portion of the New Balance which does not exceed your credit limit (rounded up to the nearest dollar), or \$20, whichever is greater, plus the entire portion of the New Balance in excess of your credit limit plus any past due amount. Payment is due within at least 25 days of the Closing Date reflected on the statement.

**16. Payment Currency/Currency Conversion:** Payments must be made to Issuer in U.S. Dollars drawn on a U.S. Bank. When you use your Visa-branded Credit Card at a merchant that settles in currency other than in U.S. Dollars, the charge will be converted into a U.S. Dollar amount. The currency conversion rate used in determining the transaction amount in U.S. Dollars is either: (a) a rate selected by Visa for the range of rates available in wholesale currency marketing for the applicable central processing date, which rate may vary from the rate Visa itself received; or (b) the government-mandated rate in effect for the applicable central processing date; or (c) in each instance, plus or minus any adjustment determined by the Card Issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. If you use your Visa Card for any international transaction, you will not be assessed a Foreign Transaction Fee.

**17. Payment Order:** Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses. Typically, payments are applied in this order: FINANCE CHARGES; Fees; Minimum Payment - Cash Advances; Minimum Payment - Credit Purchases; Balance - Cash Advances and Balance - Credit Purchases. Issuer may accept checks marked "Payment in Full" or with words of similar effect without losing any of issuer's rights to collect the full balance of the Cardholder's account. If a payment is not sufficient to cover the FINANCE CHARGE already billed on your statement(s) the remainder of that FINANCE CHARGE will be collected from later payments and will not be added to the average daily balance of Purchases or Cash Advances.

**18. Card Property:** Each Card is the property of the Issuer, is not transferable and must be surrendered upon demand. It can be canceled as well as repossessed by Issuer or its designee and the privileges thereof revoked at any time without prior notice.

**19. Cancellation:** If the card is canceled or surrender is demanded by Issuer, or if Cardholder defaults on any payment due or is deceased, bankrupt or insolvent, or any attachment or garnishment proceedings are initiated against Cardholder or his property, Issuer may elect to declare all amounts then owed to Issuer to be immediately due and payable without notice or demand of any kind. Cardholder may terminate this Agreement at any time by sending us your request in writing. Termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance or other charges you owe under the Agreement. The Card(s) you receive remain the property of the Credit Union and you must return the Card(s) upon request. The Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union. The Credit Card Agreement may be canceled by the Credit Union (Issuer) at any time without prior notice. Jovia may also, at any time and to the extent permitted by applicable law, refuse to extend credit under this Agreement, with or without cause. If this is a joint Account, any one of you may terminate the Account and the termination will be effective for all of you.

**20. SECURITY INTEREST: IF CARDHOLDER HAS OTHER LOANS FROM ISSUER OR TAKES OUT OTHER LOANS WITH ISSUER IN THE FUTURE, COLLATERAL SECURING THOSE LOANS, OTHER THAN YOUR HOME, WILL ALSO SECURE THE CARDHOLDER'S OBLIGATIONS UNDER THIS AGREEMENT, HOWEVER, UNDER THE CARDHOLDER'S OBLIGATIONS UNDER THIS AGREEMENT, THE CARDHOLDER'S HOUSEHOLD GOODS AND DWELLING WILL NOT SECURE CARDHOLDER'S OBLIGATIONS UNDER THIS AGREEMENT EVEN IF ISSUER HAS OR LATER ACQUIRES A SECURITY INTEREST IN THE HOUSEHOLD GOODS OR A MORTGAGE ON THE DWELLING. THIS INSTRUMENT CREATES A SECURITY INTEREST IN ANY SHARE ACCOUNTS (CHECKING, SAVINGS OR SHARE ACCOUNTS) OR OTHER FUNDS HELD BY ISSUER TO SECURE YOUR OBLIGATIONS UNDER THIS CREDIT CARD PLAN. SUCH ACCOUNTS AND/OR FUNDS ARE ADDITIONAL SECURITY FOR YOUR OBLIGATIONS TO ISSUER ARISING FROM THE USE OF YOUR CARD.**

**21. Legal Fees:** Cardholder agrees to pay all costs incurred by Issuer in collecting Cardholder's indebtedness and in enforcing the Agreement, including reasonable attorneys' fees and also those costs, expenses, and attorneys' fees incurred in appellate, bankruptcy or post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.

**22. Refusal of Transaction:** Credit Purchases and Loans are effected at the option of the Seller and Cash Advancing Bank, respectively, and Issuer shall not be responsible for refusal by any Seller or Cash Advancing Bank to honor the Card or any Related Card. Any refund, adjustment or credit allowed by the Seller shall not be by cash but rather by a credit advance to Issuer which shall be shown as a credit on the Cardholder's account statement with Issuer.

**23. Statement of Account:** Issuer will send to Cardholder, at monthly intervals determined by Issuer, a statement reflecting for the prior monthly period all Visa Card and Related Card transactions. Such statements shall be deemed correct and accepted by Cardholder and all holders of Related Cards unless Issuer is notified to the contrary in writing within 60 days of the mailing of such statement.

**24. Applicable Law:** Except to the extent that Federal law is applicable, the validity, construction and enforcement of this agreement and all matters arising out of the issuance and use of the Card shall be governed by the laws of the state in which the principal office of Issuer is located.

**25. Other Rules and Regulations:** Cardholder agrees that Cardholder's account shall be subject to all applicable rules and regulations of Visa U.S.A. Inc. as applicable, as well as all applicable laws. If there is any conflict between the provisions of the Agreement and the rules and regulations of Visa U.S.A. Inc. the rules and regulations of Visa U.S.A. Inc., shall control.

**26. Credit Review:** Issuer can reinvestigate any information Cardholder provided on Cardholder's credit application at any time and in the course of doing so, Issuer may ask Cardholder for additional information, request credit bureau reports and/or otherwise verify Cardholder's current credit standing. This credit review may result in a rate change. You will be notified of any increase in your rate prior to receipt of any monthly account statement.

For Secured Credit cards, an annual review will be conducted twelve (12) months after card opening. If said review qualifies the cardholder for an unsecured card, the secured card will be automatically converted and the secured funds will be released, and a new account and card will be issued.

**27. Release of Information:** Cardholder agrees that Issuer may release information to others, such as credit bureaus, regarding the status and history of Cardholder's account. However, Issuer is not obligated to release any information to anyone unless Issuer is required by law to do so.

**28. Call Monitoring:** Cardholder agree that Issuer, its agents or service companies may monitor and/or record any telephone communications with Cardholder.

**29. Rewards Programs:** Certain card products participate in Rewards Programs. Issuer may from time to time change program rules, regulations, benefits, conditions for participation or point values, in whole or in part with or without notice. Changes may affect the points accumulated. Jovia reserves the right to terminate the program for any and all of its Credit Card programs at any time. You agree to hold any vendors associated with the program as well as any Credit Card association that Jovia is a member of, totally harmless if Jovia fails to meet its contractual obligations with Visa or Fiserv, which results in the program being interrupted or terminated prior to any credits being awarded to you. Please refer to your program guide for applicable benefits and details.

**30. Amendments:** This Agreement may be amended from time to time by Issuer by written notice mailed to Cardholder at Cardholder's last known address.

**31. Final Expression:** This Agreement is the final expression of the Terms and Conditions associated with Jovia's Credit Card Programs and may not be contradicted by evidence of any alleged oral agreement between you and the Credit Union.

**Your Billing Rights.** Keep this 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.** If you think your statement is wrong or if you need more information about a transaction on your statement, send us a letter with your questions to the address listed on your statement as soon as possible. We must hear from you no later than 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, please include the following information: (a) your name and account number; (b) the dollar amount of the suspected error and (C) 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 Share Savings or Checking Account; you can stop the payment on any amount that you think is incorrect. 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 30 days, unless the problem has already been corrected. Within 90 days, we must either correct the error or explain why we believe the statement 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 during our investigation 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 statement, you will not have to pay any FINANCE CHARGES related to any questioned amount. If we did not 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 it is due. If you fail to pay the amount 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 after you still refuse to pay, we must include in our reporting that you have a question about your statement and we must provide you with the Name to whom we have reported you. We must also tell anyone we report you to that the matter has been settled between us when it finally is.

**Special Rule for Credit Card Purchases (Merchant Disputes)** 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 to this right: (1) 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 (2) The purchase price must be more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.



## Consumer Visa Credit Card Disclosure and Agreement

#### Equal Opportunity Lender

We make loans without regard to race, color, religion, sex or national origin.

518201-30-15

## Advantage Card

## Elite Card

## Secured Card

## Platinum Card

<b>Interest Rates and Interest Charges</b>				
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>7.74% to 17.99%</b>	<b>10.74% to 17.99%</b>	<b>17.99%</b>	<b>10.74% to 17.99%</b>
<b>Annual Percentage Rate (APR) for Balance Transfers</b>	<b>7.74% to 17.99%</b>	<b>10.74% to 17.99%</b>	<b>17.99%</b>	<b>10.74% to 17.99%</b>
<b>Annual Percentage Rate (APR) for Cash Advances</b>	<b>7.74% to 17.99%</b>	<b>10.74% to 17.99%</b>	<b>17.99%</b>	<b>10.74% to 17.99%</b>
<b>Variable Rate Information</b>	The APR may vary. The APR for purchases, balance transfers and cash advances is subject to change monthly by adding a margin to the Prime Rate. The margins range by product and are subject to credit worthiness. Refer to section 4 for Variable Rate Information.	The APR may vary. The APR for purchases, balance transfers and cash advances is subject to change monthly by adding a margin to the Prime Rate. The margins range by product and are subject to credit worthiness. Refer to section 4 for Variable Rate Information.	Not applicable	The APR may vary. The APR for purchases, balance transfers and cash advances is subject to change monthly by adding a margin to the Prime Rate. The margins range by product and are subject to credit worthiness. Refer to section 4 for Variable Rate Information.
<b>Rate Margin</b>	<b>4.74% to 14.49%</b>	<b>7.74% to 14.74%</b>	None	<b>7.74% to 14.74%</b>
<b>APR Determination</b>	At account opening based on your creditworthiness. The APR may change monthly based on changes to Prime Rate	At account opening based on your creditworthiness. The APR may change monthly based on changes to Prime Rate	At account opening based on your creditworthiness.	At account opening based on your creditworthiness. The APR may change monthly based on changes to Prime Rate
<b>Penalty APR and When it Applies</b>	None	None	None	None
<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 purchases if you pay your entire balance by the due date each month. This is commonly known as a grace period, or the period of time you can pay your balance in full without 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 purchases if you pay your entire balance by the due date each month. This is commonly known as a grace period, or the period of time you can pay your balance in full without 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 purchases if you pay your entire balance by the due date each month. This is commonly known as a grace period, or the period of time you can pay your balance in full without 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 purchases if you pay your entire balance by the due date each month. This is commonly known as a grace period, or the period of time you can pay your balance in full without paying interest on purchases.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than .50 cents	If you are charged interest, the charge will be no less than .50 cents	If you are charged interest, the charge will be no less than .50 cents	If you are charged interest, the charge will be no less than .50 cents
<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">www.consumerfinance.gov/learnmore</a>	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>	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>	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>
<b>Fees and Charges</b>				
<b>Set-up and Maintenance Fees</b>	None	None	None	None
<b>Balance Transfer Fee</b>	\$5.00 or 3.00% of the amount of each balance transfer, whichever is greater	\$5.00 or 3.00% of the amount of each balance transfer, whichever is greater	\$5.00 or 3.00% of the amount of each balance transfer, whichever is greater	\$5.00 or 3.00% of the amount of each balance transfer, whichever is greater
<b>Cash Advance Fee</b>	\$5.00 or 3.00% of the amount of each cash transaction, whichever is greater.	\$5.00 or 3.00% of the amount of each cash transaction, whichever is greater.	\$5.00 or 3.00% of the amount of each cash transaction, whichever is greater.	\$5.00 or 3.00% of the amount of each cash transaction, whichever is greater.
<b>Foreign Transaction Fee</b>	None	None	None	None
<b>Late Payment Fee</b>	\$25	\$25	\$25	\$25
<b>Over-the-Credit Limit Fee</b>	None	None	None	None
<b>Returned Payment Fee</b>	Up to \$25	Up to \$25	Up to \$25	Up to \$25
<b>How We Will Calculate Your Balance</b>	We use a method called "average daily balance" (including new purchases).	We use a method called "average daily balance" (including new purchases).	We use a method called "average daily balance" (including new purchases).	We use a method called "average daily balance" (including new purchases).