

**MIDFLORIDA Credit Union**

Loan Department  
P.O. Box 8008  
Lakeland, FL 33802



**VISA PLATINUM CREDIT CARD**

|                  |            |                     |
|------------------|------------|---------------------|
| APPLICANT'S NAME | JOINT NAME | CONFIRMATION NUMBER |
|------------------|------------|---------------------|

**IMPORTANT CREDIT CARD DISCLOSURES**

The following disclosure represents important details concerning your credit card. The information about costs of the card are accurate as of January 3, 2012. You can contact us toll free at (866) 913-3733 or P.O. Box 8008, Lakeland, FL 33802 to inquire if any changes occurred since the effective date.

| INTEREST RATES and INTEREST CHARGES:                                      |   |
|---|---|
| <b>Annual Percentage Rate (APR) for Purchases</b>                         | <b>9.99% - 18.00%</b> depending on your credit rating and other factors. This APR will vary with the market based on the Prime Rate.  |
| <b>APR for Balance Transfers</b>  | <b>0%</b> introductory APR for 12 months. After that, your Standard APR will be <b>9.99% - 18.00%</b> depending on your credit rating and other factors. This APR will vary with the market based on the Prime Rate.  |
| <b>APR for Cash Advances</b>  | <b>9.99% - 18.00%</b> depending on your credit rating and other factors. This APR will vary with the market based on the Prime Rate.  |
| <b>Penalty APR and When it Applies</b>                                    | <b>17.99%</b> This APR may be applied to your account if you make a payment that is late 60 days or more. However, if your standard rate is 18%, the Penalty APR will not apply.<br><b>How Long Will the Penalty APR Apply?</b> You must make 6 payments in a row on time to cancel the penalty rate and have your APR lowered to the rate in effect at the time the 6th on time payment is made. |
| <b>Paying Interest</b>  | Your due date is at least 21 days after we mail your billing statement. We will not charge you interest on purchases if you pay your entire new purchase balance by the due date each month. We will begin charging interest on cash advances and balance transfers 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>Fees to Open or Maintain your Account:</b>   | None   |
| <b>Transaction Fees</b><br>- Balance Transfer:<br>- Cash Advance:<br>- Foreign Transaction: | <b>\$10.00</b> or <b>1%</b> of the amount of each transfer, whichever is greater.<br><b>\$20.00</b> or <b>2%</b> of the amount of each cash advance, whichever is greater.<br><b>1%</b> of each transaction in U.S. dollars if the transaction involves a currency conversion<br><b>0.8%</b> of each transaction in U.S. dollars if the transaction does not involve a currency conversion |
| <b>Penalty Fees</b><br>- Late Payment:<br>- Over-the-Credit Limit:<br>- Returned Payment:   | Up to <b>\$25.00</b> if your payment is late.<br>None<br>Up to <b>\$25.00</b> if your payment is returned for any reason   |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)."

**Loss of Introductory Rate:** The introductory rate will be cancelled and the Penalty APR disclosed above will apply if you become 60 days or more past due.

**Prime Rate:** We use the highest prime rate listed in The Wall Street Journal on the last business day of each month.

**Overdraft Protection:** If you have overdraft protection linked to your credit card account, overdrafts will be charged to your card at the cash advance APR of 9.99% - 18.00% depending on your credit rating and other factors. This APR will vary with the market based on the Prime Rate. In addition, a \$10.00 fee will also be added and will accrue interest at the same rates.

**Snapshot Photo Card Fee:** First card free for each user. \$5.99 per individual card thereafter.

**VISA CARD CREDIT APPLICATION SIGNATURES - PLEASE READ BEFORE SIGNING**

All the information in this application is true. I understand that section 1014 Title 18 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 understand that you may receive information from others about my credit and you may answer questions and requests from others seeking credit or experience information about me or my accounts with you. If this application is approved, I agree to honor the provisions of the Visa Credit Card Agreement that is attached to this application. (If this application is for two of us, this statement applies to both of us.) Detach the VISA Credit Card Agreement and retain it for your records.

I agree that if I am approved for a credit card, I will give the credit union the following security interest to secure the payment of any credit extended on the account: **I agree that in the event of my default, you may apply the amount of any monies I may have in the credit union, except IRA accounts, to the outstanding balance. Your interest in shares or deposits at the time of default is the result of my pledge of shares. Granting the security interest is a condition for obtaining the credit card account.** I agree that this security interest becomes part of my VISA Platinum Agreement and Disclosures which will accompany the card, and I acknowledge this pledge by my initials. \_\_\_\_\_ (Applicant Initials) \_\_\_\_\_ (Co-Applicant Initials)

**Credit Report Authorization.** By signing this Application, 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 the account.

**Vermont Residents:** Applicant provided consent via phone \_\_\_\_\_ (Credit Union Initials)

**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.

**IMPORTANT NOTICE ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for me: When I open an account, you will ask for my name, address, date of birth, and other information that will allow you to identify me. You may also ask to see my driver's license or other identifying information.

**Rates:** The range of rates disclosed above represent all possible rates available to all borrowers. The rate I actually qualify for will be disclosed to me on or before account opening. Rates are subject to change.

BY SIGNING, ACTIVATING OR USING THE CARD, I AGREE TO THE TERMS OF THE ACCOUNT AND PROMISE TO PAY ALL AMOUNTS DUE.

|                                    |      |   |      |
|------------------------------------|------|---|------|
| SIGNATURE OF APPLICANT<br><b>X</b> | DATE | CO-APPLICANT SIGNATURE (WHERE APPLICABLE)<br><b>X</b> | DATE |
|------------------------------------|------|---|------|

**APPLICATION FOR GROUP CREDIT INSURANCE - Minnesota Life Insurance Company, 400 Robert Street North, St. Paul, MN 55101-2098**

I (we) are applying for the credit insurance coverage(s) selected below and agree to pay the required premium. I (we) understand that fees may be paid by the insurer in connection with coverage to the sponsor of this plan and/or its affiliates or designates. I (we) understand this insurance is voluntary and that I (we) may terminate it at any time. I (we) also agree that: 1. I am eligible for life insurance if I am presently under age 71. **In no event is life insurance coverage to remain in force beyond the date you reach age 71. Please read the "When does your insurance terminate?" provision.** 2. If joint life insurance is selected, we are eligible if the older applicant is presently under age 71. We must be jointly and individually liable under the loan. Co-signers or guarantors are not eligible for insurance. **In no event is joint life insurance coverage to remain in force beyond the date the older of the two of you reaches age 71. If insurance terminates on the older of the two of you due to attainment of age 71, insurance will continue on the other debtor under single life insurance coverage. Please read the "When does your insurance terminate?" provision.** 3. I am eligible for disability insurance if I am presently under age 66. I also must be presently employed outside the home for wages or profit for 30 hours or more per week and have been so employed for 30 days or more before this date. **In no event is disability insurance coverage to remain in force beyond the date you reach age 66. Please read the "When does your insurance terminate?" provision.** 4. A person signing this application as co-applicant is not eligible for disability insurance.

**The following question must be answered to determine my (our) eligibility for insurance:**

APPLICANT  YES  NO  
CO-APPLICANT  YES  NO

During the last two years, have you or your co-applicant been advised of or treated for: cancer, heart attack or coronary artery disease, stroke, or cirrhosis; or have you or your co-applicant been diagnosed for Acquired Immune Deficiency Syndrome (AIDS)?

My (our) answer to the above question is true to the best of my (our) knowledge and belief. If either my co-applicant or I answer "Yes" to this question, we understand that we are not eligible for insurance and will not be insured. The effective date of my (our) insurance will be the date of this application, the date the eligible loan is disbursed, or the date the note evidencing the loan is signed, whichever date is later. Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**THIS INSURANCE CONTAINS LIMITATIONS/EXCLUSIONS PERTAINING TO BENEFITS PAYABLE.**

| COVERAGE REQUESTED (*MONTHLY PREMIUM PER \$100.00 OF OUTSTANDING LOAN BALANCE.) |                   |        |  |
|---|-------------------|--------|--|
| <input type="checkbox"/> Yes <input type="checkbox"/> No                        | Single Life       | 6.2c*  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> No                        | Joint Life        | 10.9c* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> No                        | Credit Disability | 18.5c* |  |

|                       |      |                       |      |
|-----------------------|------|-----------------------|------|
| SIGNATURE<br><b>X</b> | DATE | SIGNATURE<br><b>X</b> | DATE |
|-----------------------|------|-----------------------|------|

**NOTICE: See reverse side for important information regarding your rights to dispute billing errors.**

In this Agreement, "You" and "your" mean any person who accepts this Agreement or uses the Card. The "Card" means any credit card issued to you or those designated by you under the terms of this Agreement. "We", "us", "our" and the "Credit Union" means MIDFLORIDA Credit Union or its successors.

**SECURITY: YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENDED UNDER THIS AGREEMENT. YOU ALSO AGREE THAT WE HAVE SIMILAR STATUTORY LIEN RIGHTS UNDER STATE AND/OR FEDERAL LAW. THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF CREDIT UNDER THIS AGREEMENT. IF YOU ARE IN DEFAULT, WE CAN APPLY YOUR SHARES TO THE AMOUNT YOU OWE.** Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given are not subject to this security interest.

If you have other loans with us, collateral securing such loans may also secure your obligations under this Agreement, unless that other collateral is your principal residence or non-purchase money household goods.

**Using Your Card.** You can purchase or lease goods and services from any merchant who honors your Card, and you may obtain cash advances from financial institutions and ATM machines that accept the Card, up to your maximum credit limit. You agree not to present your Card or obtain a cash advance for any extension of credit in excess of your available credit limit; however, if you do exceed your credit limit, you agree to make immediate payment sufficient to bring the balance below the credit limit. Certain purchases and cash advances require authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our system is not working, we may not be able to authorize a transaction, even though you have sufficient credit available. Also, for security reasons, we may block the use of your Card in certain countries or geographic areas. We will have no liability to you or others if any of these events occur.

**Personal Identification Number (PIN).** We may issue a Personal Identification Number (PIN) for use with your Card. This PIN is confidential and should not be disclosed to anyone. You may use your PIN and your Card to access your account, and all sums advanced will be added to your account balance. In the event a use of your PIN constitutes an Electronic Funds Transfer, the terms and conditions of your Electronic Funds Transfer Agreement may affect your rights.

**Promise To Pay.** You promise to pay us in U.S. dollars for (a) all purchases, cash advances, and balance transfers made by you or anyone whom you authorize to use the Card; (b) all Interest Charges and all other charges or fees; (c) collection costs and attorney's fees as permitted by applicable law, and any costs incurred in the recovery of the Card; and (d) credit in excess of your credit limit that we may extend to you.

**Illegal Transactions.** You agree that your Card and account will not be used to make or facilitate any illegal transactions as determined by applicable law; and that any such use will constitute an event of default under this Agreement. We may decline any transaction that we believe to be illegal under applicable law, including but not limited to any transaction involving or relating to any gambling activity. You agree that we will have no liability or responsibility for any such use by you or any authorized user(s); or for declining any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use. You promise to pay us any and all amounts owing on your Card for any transactions made by you, even if the transaction is determined to be illegal.

**Joint Accounts.** Each of you will be responsible, jointly and severally, for the repayment of amounts owed, regardless of who initiated any transaction under the account.

You request an additional card for an authorized user in the name of:

**Others Using Your Account.** If you allow anyone else to use your account, you will be liable for all credit extended to such persons. You promise to pay for all purchases and advances made by anyone you authorize to use your account, whether or not you notify us that he or she will be using it. If someone else is authorized to use your account and you want to end that person's privilege, you must notify us in writing, and if he or she has a Card, you must return that Card with your written notice for it to be effective.

**Ownership of Card.** Your Card remains our property and may be cancelled by us at any time without notice. You agree to surrender your Card and to discontinue use of the account immediately upon our request.

**Interest Charges.** (*Average Daily Balance including new transactions*): Interest Charges will accrue on your average daily balance outstanding during the month. To get the average daily balance, we take the beginning balance each day, add any new purchases, cash advances, balance transfers or other advances, and debit adjustments and subtract any unpaid late charges. This

gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide that by the number of days in the billing cycle. We then multiply that by the periodic rate corresponding to the Annual Percentage Rate on your account. If you have different rates for purchases, cash advances or balance transfers, separate average daily balances for each will be calculated and the appropriate periodic rate is then applied to each.

**Grace Period on Purchases Only.** You can avoid Interest Charges on purchases by paying the full amount of the new balance for purchases each month by the date on which the payment is due. Otherwise, the new balance of your account, and subsequent advances from the date they are posted to the account, will be subject to an Interest Charge. You cannot avoid Interest Charges on cash advances or balance transfers; even if you pay the entire cash advance balance or balance transfer balance by the payment due date, you will incur the Interest Charges accrued from the date the cash advance or balance transfer is posted to your account.

**Fees.** In addition to the Interest Charges set forth above, you agree to also pay any and all fees that you incur as disclosed to you on your Truth-in-Lending Statement or similar disclosures (as may be amended from time to time), or as disclosed to you during the term of your Card.

**If Your Card is Lost or Stolen or if an Unauthorized Use Occurs.** You agree to notify us immediately if your Card is ever lost or stolen or if an unauthorized use may have occurred. "Unauthorized use" means the use of the Card by someone other than you who does not have actual, implied or apparent authority for such use, and from which you receive no benefit. The telephone number to call is (877) 602-9023. You agree to follow up your call with notice in writing to us at: P.O. Box 8008, Lakeland, FL 33802. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your Card and comply with such procedures as we may require in connection with our investigation. You will be liable for any unauthorized use only if we can prove that you were grossly negligent in your use or handling of your Card, or if we can prove that you used your Card fraudulently.

**Minimum Payment Due; Crediting of Payments.** Payments are due in the amount and on the date disclosed on your billing statement. If your payment is received by us on a business day at the address and by the time designated on the billing statement, it will be credited to your account on the date of receipt. If payment is made at any location other than the address designated on the periodic statement, credit for such payment may be delayed up to five (5) days. Payments will be applied in any order we determine, subject to applicable law.

**Default; Acceleration; Credit Suspension; Collection Costs.** You will be in default if: (1) you fail to make any payment on time; (2) if you fail to keep any promises you have made under this Agreement or under other Agreements you have with us; (3) if you die; (4) if you file a petition in bankruptcy or have a bankruptcy petition filed against you, or if you become involved in any insolvency, receivership or custodial proceeding; (5) if anyone attempts to take any of your funds held by us via legal process or if you have a judgment or tax lien filed against you; (6) if you make any false, inaccurate, or misleading statements in any credit application or credit update; or (7) if we, in good faith, believe that your ability to repay what you owe is or soon will be impaired, or that you are unwilling to make your payments.

If you are in default, we have the right to demand immediate payment of your full account balance without giving you notice. If immediate payment is demanded, you agree to continue paying interest charges and fees until what you owe has been paid, and any shares that were given as security for your account may be applied towards what you owe. You agree to pay all reasonable costs of collection, including court costs and attorney's fees, and any costs incurred in the recovery of the Card, subject to applicable law. Even if your unpaid balance is less than your credit limit, you will have no credit available during any time that any aspect of your account is in default.

**Additional Benefits/Card Enhancements.** We may from time to time offer additional services to your Account at no additional cost to you. You understand that we are not obligated to offer such services and may withdraw or change them at any time.

**Convenience Checks.** We may, at our discretion, issue checks to you which may be used for any purpose other than making a payment for credit to your account. By signing such check, you authorize us to pay the item for the amount indicated and post such amount as a cash advance to your account. We do not have to pay any item which would cause the outstanding balance in your account to exceed your credit limit.

**Credit Information.** We may from time to time request personal information from you or obtain credit reports from the credit reporting agencies for the purpose of updating your credit status. Your failure to provide such information when requested by us may result in suspension of credit privileges under this Agreement, including your ability to obtain any future advances by any means. You authorize us to investigate your credit standing when opening or reviewing your account. You authorize us to disclose information regarding your account to credit bureau and creditors who inquire about your credit standing.

**Foreign Transactions; Currency Conversion.** Purchases and cash advances

made in foreign currencies will be billed to you in U.S. dollars. The conversion rate in dollars will be a rate selected by the card company from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card company itself receives, or the government-mandated rate in effect for the applicable central processing date in each instance. All transactions processed outside of the United States (which may include internet transactions) will be charged a foreign transaction fee in the amount disclosed on your Truth-in-Lending Statement (as amended from time to time).

**Termination; Change-in-Terms.** We may, by written notice, terminate this Agreement at any time, subject to applicable law. You may terminate this Agreement by written notice. Termination by either party shall not affect your obligation to repay any payments made for your account resulting from use of the Card as well as Interest Charges and fees incurred. We may change the terms of this Agreement, including the method of calculating the periodic rate, at any time, by written notice, subject to applicable law. Use of the Card constitutes agreement and acceptance of any change in terms, unless applicable law requires otherwise. Our failure to exercise any of our rights or to take any action shall not constitute a waiver of those rights, or an amendment or change in any of the terms of this Agreement.

**Late or Partial Payments.** Any payment that delays the reduction of your balance will increase your total interest costs. Partial payments or prepayments will not delay your next scheduled payment – you will still need to make the minimum scheduled payment by the next scheduled due date to keep your account current. We may accept late payments, partial payments, checks or money orders marked “payment in full” and such action shall not constitute final settlement of your account or a waiver or forgiveness of any amounts owing under this Agreement.

**Enforcement.** We do not lose our rights under this or any related agreement if we delay enforcing them. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

**Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by submitting a credit slip which will be posted to your account. If your credits and payments exceed what you owe us, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written or verbal request.

**Plan Merchant Disputes.** We are not responsible for the refusal of any plan merchant or financial institution to honor your Card. Also, we are not responsible for goods or services that you purchase with the Card unless: (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; and only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant. You must resolve all other disputes directly with the plan merchant. We do not warrant any merchandise or services purchased by you with the Card.

**Statements and Notices.** Statements and notices will be mailed to you at the most recent postal address or e-mail address (if you have elected to receive such documents via electronic means) you have given us. Notice sent to any one of you will be considered notice to all.

**Notification of Address Change.** You will notify us promptly if you change your address for any reason. In order to prevent identity theft, your identity may need to be verified before we act upon the notification.

**Copy Received.** You acknowledge that you have received a copy of this Agreement.

**Governing Law.** This Agreement shall be construed under federal law and state law in the state in which we are primarily located, and the venue shall be located in the county and state in which we are primarily located. Operating regulations of Visa may also apply. This Agreement is the contract that applies to all transactions even though the sales, cash advance, convenience check, credit or other slips you sign or receive may contain different terms.

## 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 the address(es) listed on your statement.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. 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.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

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 the address(es) listed on your statement.

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.