# MIDFLORIDA Credit Union Loan Department



P.O. Box 8008 Lakeland, FL 33802						VISA	A SECURED C	REDIT CARD
APPLICANT'S NAME		JOINT NAME					CONFIRMATION N	UMBER
	IMPOR <sup>-</sup>	 TANT CREDI	Т САБ	RD DISCLOSUR	FS			
The following disclosure represents important You can contact us toll free at (866) 913-3733	details concerning	ng your secured	credit ca	ard. The information a	about costs	s of the card d since the e	l are accurate as o effective date.	f June 1, 2012.
INTEREST RATES and INTEREST C	HARGES:							
Annual Percentage Rate (APR) for Purchases, Cash Advances, and Balance Transfers		0 to \$1,000: <b>11.</b> or greater: <b>10.9</b>						
Paying Interest	Your due date is pay your entire	s at least 21 days	after we	e mail your billing state the due date each mo				
Minimum Interest Charge	None							
For Credit Card Tips from the Consumer Financial Protection Bureau				hen applying for or us			ne website of the Co	onsumer
FEES:								
Set-up and Maintenance Fees		have available. For		ice fees will be assessed if you are assigned a cr				
<ul><li>Application Fee:</li><li>Annual Fee:</li><li>Account Set-up Fee:</li><li>Participation Fee:</li><li>Additional Card Fee:</li></ul>	None \$25.00 None None None							
- Account Maintenance Fee:	None							
Transaction Fees - Balance Transfer: - Cash Advance: - Foreign Transaction:	\$20.00 or 2% or 1% of each trans	f the amount of eansaction in U.S. do	ich cash Ilars if th	fer, whichever is grea advance, whichever in the transaction involves the transaction does	is greater. s a currenc			
Penalty Fees - Late Payment: - Over-the-Credit Limit: - Returned Payment:	None	your payment is la		for any reason				
How We Will Calculate Your Balance: We use Overdraft Protection: If you have overdraft protectic daily period rate of 0.032849% for limits of \$500-\$1,0 be added and will accrue interest at the same rates. Snapshot Photo Card Fee: First card free for each	on linked to your cre 200 and 10.99% wi	edit card account, or th the corresponding	verdrafts g daily pe	will be charged to your	card at the c			
VISA CA	RD CREDIT AF	PPLICATION SIG	NATUF	RES - PLEASE REA	D BEFOR	RE SIGNING	ì	
All the information in this application is true. I understand that st application even if not approved. I understand that you may rec with you. If this application is approved, I agree to honor the pr Credit Card Agreement and retain it for your records. I agree that if I am approved for a credit card, I will give the ci	eive information from o ovisions of the Visa Cr	others about my credit ar redit Card Agreement that	nd you may at is attach	y answer questions and reque ed to this application. (If this	ests from other application is f	s seeking credit for two of us, this	or experience information s statement applies to bot	about me or my accounts h of us.) Detach the VISA
amount of any monies I may have in the credit union, exc security interest is a condition for obtaining the credit cal pledge by my initials. (Applicant Initials)  Credit Report Authorization. By signing this Application, I authorization.	rd accounts, to rd account. I agree th (Co-Applican	the outstanding balar at this security interest nt Initials)	becomes p	interest in shares or depos part of my VISA Secured Ag	sits at the tim reement and D	ne of default is to Disclosures which	the result of my pledge in will accompany the card	of shares. Granting the d, and I acknowledge this
action, and for all other legitimate purposes, such as reviewing a <i>Vermont Residents:</i> Applicant provided consent via phone	,	collection action on the a	account.			•		
Permission to contact: By providing a wireless telephone num IMPORTANT NOTICE ABOUT PROCEDURES FOR OPENING To help the government fight the funding of terrorism and mone means for me: When I open an account, you will ask for my na	ber (i.e., cell phone), I of A NEW ACCOUNT by laundering activities,	consent to receiving call  Federal law requires all	financial i	nstitutions to obtain, verify, a	nd record infor	mation that ident	ifies each person who ope	ens an account. What this
Rates: Rates are subject to change.				,	,	,	,,	· 5
BY SIGNING, ACTIVATING OR USING THE CARD, I AGREE T SIGNATURE OF APPLICANT X	O THE TERMS OF TH	DATE	MISE 101	CO-APPLICANT SIGNAT	TURE (WHER	E APPLICABLE	E)	DATE
APPLICATION FOR GROUP CRE	DIT INSURANC	CE - Minnesota L	ife Insu	rance Company, 400	O Robert S	Street North,	St. Paul, MN 551	01-2098
	(we) may terminate it at a your insurance termin ce. In no event is joint on the other debtor ur the home for wages or at the "When does your r) eligibility for insuranears, have you or your cosed for Acquired Immun	any time. I (we) also agree nate?" provision. 2. If joir life insurance coverage nder single life insuranc profit for 30 hours or moi insurance terminate?"   nce: o-applicant been advised ne Deficiency Syndrome (	e that: 1. I a that life insura to remain e coverage re per week provision. of or treate (AIDS)?	am eligible for life insurance if I noe is selected, we are eligible in force beyond the date the Please read the "When doe and have been so employed 4. A person signing this applicad for: cancer, heart attack or compare	am presently ur if the older appl older of the tw es your insuran for 30 days or n attion as co-appli	nder age 71. In no licant is presently ro of you reaches ice terminate?" p more before this d icant is not eligible isease, stroke, or	e event is life insurance co under age 71. We must be a age 71. If insurance term rovision. 3. I am eligible fo ate. In no event is disabil e for disability insurance. cirrhosis; or have you or you	verage to remain in force jointly and individually liable inates on the older of the or disability insurance if I am ity insurance coverage to ur co-
The effective date of my (our) insurance will be the date of this appli or deceive any insurer files a statement of claim or an application or	cation, the date the eligil ontaining any false, incom	ble loan is disbursed, or the mplete, or misleading info	ne date the rmation is o	note evidencing the loan is sign	ned, whichever o	date is later. Any p		
COV  ☐ Yes ☐ No Single Life 6.2¢*			IUM PER	\$100.00 OF OUTSTANDIN 10.9¢*	NG LOAN BAI		Credit Disability	18.5¢*
SIGNATURE X	1 - 111	DATE		SIGNATURE X				DATE

P.O. Box 8008 Lakeland, FL 33802



# **VISA SECURED CREDIT CARD AGREEMENT**

# 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:

- 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.)
- 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.

## VISA SECURED CREDIT CARD SECURITY AGREEMENT, PLEDGE, AND ASSIGNMENT OF SHARES AND DEPOSITS ("Pledge") AMENDMENT TO CREDIT CARD AGREEMENT

BORROWER'S NAME	CO-BORROWER'S NAME	ACCOUNT NUMBER
In this Pledge, "you" "your" and "yours" shall mean the above-named borrowe	r. "We", "us", and "Credit Union" shall mean MIDFLORIDA Credit Union.	
If approved, your Visa Secured Credit Card ("Card") identified above is secure establish or designate at the Credit Union to secure all obligations that you inc	d by your Secured Deposit Account. Your Secured Deposit Account ("Account") is tour in connection with the Card.	the deposit account that you agree to
The account number of the Secured Deposit Account is:		
The following terms and conditions apply:		

1. Security Interest. By signing below, you pledge, assign, and grant a security interest in all shares and deposits, including interest, in the Secured Deposit Account whether now or hereafter deposited or accumulated in said account to secure all indebtedness and obligations whether now owing or later incurred under the Card, including, but not limited to, any and all expenses and reasonable attorney's fees that the Credit Union incurs in order to enforce this Pledge or to collect on the Card. We also have a lien on the Secured Deposit Account under applicable law. The granting of this security interest is a condition for the issuance of your Card.

You must maintain in the Secured Deposit Account an amount equal to 100% of the credit limit of the Card ("Secured Amount").

You may not withdraw amounts from the Secured Deposit Account for as long as there is a balance owing on your Card, or until the Credit Union agrees to release all or part of the pledged amount, if such withdrawal would cause the account balance to fall below the Secured Amount.

- 2. Cross-Collateralization; Additional Security. You also agree to provide additional security (either of deposits or otherwise) if we so request. In addition, your Card is secured by all other shares you have in any individual or joint account with the Credit union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this Pledge or your Credit Card Agreement. Collateral securing other loans you have with the Credit Union may also secure this loan, except that a dwelling and non-purchase-money household goods will never be considered as security for your Card, notwithstanding anything to the contrary in any other agreement.
- 3. Enforcement of Security Interest. You authorize the Credit Union to apply the balance in your Secured Deposit Account and your other individual or joint share accounts to pay any amounts due on your Card if you should default.
- 4. Additional Agreements. In addition to this Pledge, you agree to abide by the terms of the Deposit Account/Signature Card, Credit Application, Visa Credit Card Agreement, and any other documents executed by you in connection with the Card ("Additional Agreements"). Those Additional Agreements are hereby incorporated as if fully set forth herein, and this Pledge is hereby incorporated into each of the Additional Agreements as if fully set forth therein.
- 5. Governing Law. This Pledge shall be governed by the laws of the State of Florida.
- 6. Credit Card Agreement. All other provisions of your Credit Card Agreement remain in full force and effect.

BORROWER'S SIGNATURE X	DATE	CO-BORROWER'S SIGNATURE X	DATE
		-	