TMH Federal Credit Union
345 S. Magnolia Drive
Tallahassee, FL 32301
Phone: (850) 402-5301
Fax: (850) 402-5334

TotalLoan™

VISA PREMIER GOLD CREDIT CARD ACCOUNT OPENING DISCLOSURE AND AGREEMENT

Borrower(s) Name and Address	Account/Member Number	Date
	Credit Limit	

Interest Rates and Interest Charges

ANNUAL PERCENTAGE RATE for Purchases	**8.99** **%**
ANNUAL PERCENTAGE RATE for Balance Transfers	**8.99** **%**
ANNUAL PERCENTAGE RATE for Cash Advances	**8.99** **%**
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 each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
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: **http://www.consumerfinance.gov/learnmore.**

FEES

Annual Fee	
Annual Fee	$ **10.00** annually
Transaction Fees	
Foreign Transactions	**1.00%** of each transaction in U.S. dollars
Penalty Fees	
Late Payment	Up to **$25.00**
Returned Payment Fee	Up to **$25.00**

How We Will Calculate Your Balance: We use a method called "Average Daily Balance (including new purchases)". See your Account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Account agreement.

Periodic Rates:

The Purchase, Balance Transfer and Cash Advance monthly periodic rate is **.7492** %

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CREDIT CARD AGREEMENT

This Agreement establishes the terms and conditions of your credit card agreement with the Credit Union. In this agreement, the words "you" and "your" mean any person who signs this agreement or who uses any card or other access device that may be issued in connection with this Agreement "Card" means the Visa credit card and any duplicates and renewals the Credit Union issues. "Account" means your Visa credit card account with the Credit Union. "Credit Union," "we," "us," and "our" mean the TMH Federal Credit Union. You must be a member of the Credit Union to apply for a credit card.

USING THE ACCOUNT: If you are approved for an account, the Credit Union will establish a line of credit for you. By using the card for the first time, or authorizing another person to use your account, you agree to and accept all of the terms and conditions in this agreement. You agree that your credit limit is the maximum amount (purchases, cash advances, balance transfers, plus "other charges") which you will have outstanding on your account at any time. Unless disclosed otherwise, the Credit Union will not allow advances over the credit limit. If the Credit Union has a program whereby it allows payment of advances that exceed your credit limit, the Credit Union will provide you with notice, either orally, in writing, or electronically (notwithstanding the requirements of the paragraph entitled "Statements and Notices") explaining your right to opt in to the Credit Union's program whereby it will honor advance requests over the credit limit. In the event you opt in to such a program, you agree to the terms of such a program. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union may increase or decrease your credit limit, refuse to make an advance and/or terminate your account at any time for any reason not prohibited by law. If you are permitted to obtain cash advances on your account, we may, from time to time, issue convenience checks to you that may be drawn on your account. Convenience checks may not be used to make a payment on your account balance. If you use a convenience check, it will be posted to your account as a cash advance. We reserve the right to refuse to pay a convenience check drawn on your account for any reason and such refusal shall not constitute wrongful dishonor.

You may request that we stop the payment of a convenience check drawn on your account. You agree to pay any fee imposed to stop a payment on a convenience check issued on your account. You may make a stop payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentment of the check for payment to give us a reasonable opportunity to act on your request. In addition, your request must accurately describe the check including the exact account number, the payee, any check number that may be applicable, and the exact amount of the check. If permitted, you may make a stop payment request orally but such a request will expire after 14 days unless you confirm your request in writing within that time. Written stop payment orders are effective only for six (6) months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed. We are not required to notify you when a stop payment order expires. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft and to assist us in any legal action. You agree to indemnify and hold us harmless from all costs and expenses, including attorney's fees, damages, or claims, related to our honoring your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to us or the giving of inadequate time to act upon a stop payment request.

RESPONSIBILITY: You promise to pay any and all charges incurred by you or by any person whom you authorize to use the Credit Card issued to you, and any fees or charges incurred in the recovery of a credit card, retrieval of transaction data, or collection of this account in accordance with the terms and conditions issued by VISA International, Inc. and policies established by the Credit Union.

Your obligation to pay the amount owed on your account continues until paid in full even though an agreement, divorce decree or other court judgment to which the Credit Union is not a party may direct someone else to pay the account balance.

JOINT ACCOUNT: If more than one person applies for the card each is individually responsible for all amounts owed on the account and is jointly and severally responsible for all amounts owed. This means the Credit Union can enforce the Agreement against any of you individually or all of you together. Each may obtain credit advances without the knowledge of the other and both are obligated to repay all advances made to the account. You agree to notify the Credit Union of any address change.

USING THE CARD: You may use the card issued to you to make purchases from anyone who accepts VISA Credit Cards. You may also obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program and from automated teller machines (ATM's) that provide access to the VISA system. Your VISA Personal Identification Number (PIN) is needed to obtain cash advance from an ATM (not all ATMs accept VISA Cards). You agree not to use the card for any illegal transactions such as advances for gambling or wagering where these practices are in violation of the law. Even if you use your card for an illegal transaction, you will be responsible for all amounts and charges incurred in connection with the transaction.

PERSONAL IDENTIFICATION NUMBER (PIN): We will furnish you with a Personal Identification Number (PIN). You agree to keep the PIN secret. You also agree you won't write the PIN on the Card or anything you keep with the card. Your use of the PIN and Card in making a purchase or obtaining a cash advance constitutes your agreement to be responsible for all amounts and charges incurred in connection with such transactions.

FINANCE CHARGES. For purchase, cash advance, and balance transfer transactions on your Account, the balances subject to a finance charge are identified on your monthly statement as "Average Daily Balance" (including new purchases, new cash advances and new balance transfers). The "Average Daily Balance" is determined as follows. Each day we take the balance at the beginning of the day, add any new purchases, cash advances, balance transfers, insurance premiums, and debit adjustments or other charges, and subtract any payments, credits, unpaid finance charges, late charges, over-the-credit limit fees, and cash advance fees that are processed that day. This gives us the "Daily Balance." To get the "Average Daily Balance" for the billing cycle, we add up all the Daily Balances for each calendar day of the billing cycle, and divide the total by the number of days in the billing cycle. Purchase transactions posted to your Account during the billing cycle period are included in the total only if the "New Balance" on your previously assessed bill was not paid in full by the end of the grace period, as explained below. We will begin charging a Finance Charge on cash advances and balance transfers on the transaction date.

A finance charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from the date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25 day period, a Finance Charge will be imposed on the unpaid average daily balance of such Credit Purchases from the date of posting to your Account during the current billing cycle, and will continue to accrue until the 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.

Your Annual Percentage Rate may be reviewed and changed semi-annually based on your overall creditworthiness. A notice of change in terms will be provided according to applicable law.

PURCHASES, CASH ADVANCE AND BALANCE TRANSFERS: The monthly periodic rate for purchases, cash advances and balance transfers with the corresponding **ANNUAL PERCENTAGE RATE** is shown on page 1.

OTHER CHARGES: The following other charges (fees) will be added to your Account, as applicable:

1. **Late Charge:** If your payment is 10 or more days late you will be charged **$25.00** or the amount of your minimum payment, whichever is less.
2. **Foreign Transaction Fee (Finance Charge):** You will be charged a fee to your account for transactions made outside of the United States or in a foreign currency (see Foreign Transactions).
3. **Returned Payment Fee:** You will be charged **$25.00** or the amount of your minimum payment, whichever is less, when a payment is returned for any reason.
4. **Statement/Document Copy Fee:** You will be charged **$5.00** for each sales draft or statement that you request, except when the request is made in connection with a billing error dispute.
5. **Rush Fee:** You will be charged **$25.00** for each rush card that you request, providing delivery of the card is also available by standard mail service, without paying a fee for delivery.
6. **Card Replacement Fee:** You will be charged **$10.00** for each replacement card that is issued to you for any reason.
7. **Emergency Card Replacement Fee.** You will be charged **$10.00** for each emergency replacement card that is issued to you.
8. **PIN Replacement Fee:** You will be charged **$5.00** each time you request a new PIN number for your account for any reason.

MONTHLY PAYMENTS: Each payment you make on the account will restore your credit limit by the amount of the payment that is applied to the outstanding principal of the purchases, cash advance and balance transfer features of your account. At any time, if your total new balance exceeds your credit limit, you must immediately pay the amount that exceeds your credit limit.

A PAYMENT IS REQUIRED EACH MONTH: You must pay at least the minimum payment shown on your statement by the date specified on your monthly statement. You can repay any outstanding balance prior to maturity in whole or in part at your option without penalty. Your monthly payment must be made directly to the address shown on your statement or you can make a payment directly at the Credit Union. If available, you may have your minimum payment automatically deducted from your checking or savings account.

The minimum periodic payment required for Visa Classic, Visa Premier and Visa Freedom will be 3.00% of your total new balance or $25, whichever is greater, plus any portion of minimum payments shown on prior statements which remain unpaid, any amounts by which you exceed your credit limit, and any other applicable charges will also be added to your required minimum monthly payment.

The minimum periodic payment required for Visa Classic Gold, Premier Gold, Pinnacle Gold and Silver Select Gold will be 2.00% of your total new balance or $25, whichever is greater, plus any portion of minimum payments shown on prior statements which remain unpaid, any amounts by which you exceed your credit limit, and any other applicable charges will also be added to your required minimum monthly payment.

Notwithstanding the foregoing, in the event the total new balance shown on your monthly statement is less than $25, your minimum payment for that month shall be the total new balance amount.

Subject to applicable law, payments will be applied in the following order or in any manner the credit union chooses. First to any previously billed and unpaid Finance Charges on purchases, cash advances and balance transfers, then to any billed fees, then to the principal balance of purchases in the order they were posted to your account and then to the principal balance of cash advances and balance transfers. However, in every case, in the event you make a payment in excess of the required minimum periodic payment, the Credit Union will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on applicable annual percentage rate. If two or more purchases were posted on the same day, your payment will be applied to the lowest amount first. You understand that any payment that delays the repayment of your unpaid balance will increase Your Finance Charge and any payment that accelerates the reduction of your unpaid balance will decrease Your Finance Charges.

CREDIT BALANCES: If there is a credit balance due you, you may request in writing a full refund of this credit balance at our address shown in this Agreement.

SECURITY: You grant us 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.

CONSENSUAL SECURITY INTEREST: To secure repayment of amounts you owe on your Account, you give the Credit Union a consensual security interest in all other shares in any individual or joint accounts you have with the Credit Union, now and in the future (other than those accounts that would have an adverse tax consequence if pledged as collateral). These other shares may be withdrawn unless you are in default under this agreement. You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on your Account if you should default.

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CROSS-COLLATERAL: If you have other loans with us, or take out other loans with us in the future, collateral securing those loans (other than household goods or any dwelling) will also secure your obligations under this Agreement if those other agreements indicate that they may secure other obligations you may have with us.

DEFAULT: You will be in default: (1) if you fail to make any minimum payment or other required payment by the date that it is due, (2) if you break any promise you make under this Agreement, (3) if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due, (4) if any attachment or garnishment proceedings are initiated against you or your property, (5) if you default on any other indebtedness to the Credit Union, (6) if you make any false or misleading statement in any credit application or credit update, (7) if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe.

When you are in default, the Credit Union has the right to demand immediate payment of your full account balance without notice. If immediate payment is demanded, you will continue to pay Finance Charges, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security will be applied towards what you owe.

If collections efforts are required by the Credit Union, you agree to pay all costs and expenses incurred in the collection of any sum due, and in addition, if the holder hereof, after default, shall place this Agreement in the hands of an attorney or collection agency, for collection, to pay reasonable attorneys' fees, interest and fees due on this Agreement at the time of the employment of such attorney or collection agency.

CREDIT REVIEW AND RELEASE OF INFORMATION: You understand that the Credit Union will review your accounts periodically, and you hereby give your permission to and authorize the Credit Union to investigate and reassess your creditworthiness. You authorize the Credit Union to obtain information concerning your credit history from all available sources now and in the future. You authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing.

You authorize the Credit Union to investigate your credit standing when opening or reviewing your account. You authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).

LIABILITY FOR UNAUTHORIZED USE, LOSS OR THEFT: If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at 345 S. Magnolia Drive, Tallahassee, FL 32301, or call us at (844) 334-3872 seven (7) days a week, 24 hours a day. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed $50.00.

MERCHANT DISPUTES: The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the card. Please refer to the section titled "Your Billing Rights" for more information

RETURNS AND ADJUSTMENTS: Merchants and others who honor your card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is $1.00 or more, it will be refunded upon your written request or automatically after six (6) months.

ADDITIONAL BENEFITS/CARD ENHANCEMENTS: The Credit Union may from time to time offer additional services to your account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

CHANGING OR TERMINATING YOUR ACCOUNT: You agree that the Credit Union may change the terms of this Agreement from time to time after giving you any advance notice required by law at your last known address. To the extent the law permits, and indicated in the notice to you, the change will apply to your existing account balance as well as to future transactions. Your use of the card after receiving notice or a change will also indicate your agreement to the change.

You may request an increase in your credit limit either by written application or by phone. The Credit Union has the right to reduce or terminate your credit limit at any time. You understand and acknowledge that such action shall not affect your obligation to pay any outstanding balance PLUS any finance and other charges you owe under this Agreement. Accounts that have been inactive for one (1) year may be subject to termination at the renewal date. The card(s) you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union ALL cards upon request or upon termination of this Agreement whether by you or the Credit Union.

FOREIGN TRANSACTIONS: Purchases and cash advances made in foreign currencies will be debited from your account 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 (finance charge), calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. The Foreign Transaction Fee is set forth on the Disclosure accompanying this Agreement.

EFFECT OF AGREEMENT/WAIVER: This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms. The Credit Union can delay enforcing any of its rights any number of times without losing them. Each provision of this agreement must be considered as part of the total agreement and cannot in any way be severed from it. However, you also agree that should any part of this agreement be found invalid, it will in no way affect the remainder of the agreement.

STATEMENT AND NOTICES: You will receive a statement each month showing transactions on your account. You are responsible for your minimum monthly payment even in the event your statement is late or returned to the Credit Union. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice to any one of you will be considered notice to all.

GAMBLING TRANSACTIONS PROHIBITED: You may not use your card to initiate any type of illegal gambling transaction.

NEGATIVE INFORMATION NOTICE: We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may reflect in your credit report.

GOVERNING LAW: THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF FLORIDA, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF FLORIDA, WHERE WE AND YOUR ACCOUNT ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

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 on a separate sheet at the Card member Service address shown in this Agreement or contact us on the web at www.tmhfcu.org.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- 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 why we believe the bill was 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 shown in this Agreement or electronically on the web at www.tmhfcu.org.

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.

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