



## Visa® Variable Rate Credit Card Cardmember Agreement

In this Agreement, “Agreement” means this: Visa® Variable Rate Credit Card Cardmember Agreement; the Variable Rate Credit Card Account Application signed by You, the Johns Hopkins Federal Credit Union Variable Rate Credit Card Account Disclosures You received when you applied for this Credit Card as are currently in effect and as modified from time to time; the Johns Hopkins Federal Credit Union Agreements and Disclosures currently in effect and as modified from time to time and all other agreements, disclosures, policies, and disclosures applicable to Your membership at this credit union. “Disclosure” means the Johns Hopkins Federal Credit Union Variable Rate Credit Card Account Disclosures, a copy of which You hereby acknowledge receiving as are currently in effect and as modified from time to time. The words “You”, “Your” and “Yourself” mean each and all of those who apply for the card or who sign this Agreement and who are responsible under the terms of this Agreement. “Card” “Your Card” or “the Card” means the Visa® Variable Rate Credit Card(s) and any duplicates and renewals We issue relating to this Agreement or Your Account. “Account” means Your Visa® Variable Rate Credit Card Line of Credit account with Us. “We,” “Us”, “Ours” and “Credit Union” means Johns Hopkins Federal Credit Union. The words that are defined in this Agreement shall have those meanings throughout regardless of whether they appear capitalized or in lower case unless the clear meaning of the context in which they are used would dictate otherwise.

**1. Responsibility:** If we issue a card, You agree to repay all debts, fees, interest and the finance charges arising from the use of the card and the card account in accordance with the payments terms of this Agreement. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgments to which We are not a party may direct You or one of the other persons responsible to pay the account. **Any person using the card is jointly responsible to pay the account.** You agree to use the account for personal, family, household or charitable purposes. You will not use this account for any illegal transactions. Notice to any Account owner is considered notice to all Account owners.

If You give Your account number to make a purchase or obtain a cash advance without presenting the card (such as for a mail order or telephone purchase), the legal effect will still be the same as if the card itself was used by You.

**2. Joint Accounts:** If this is a joint Account, each of You will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of You individually to repay the entire amount owed under this Agreement. Each of You authorized the other(s) to make transactions on the Account individually. Any one of You may Terminate the Account and the Termination will be effective as to all of You.

**3. Authorized Users:** You may permit an authorized user to have access to the card or account number. However, if You do, You must pay Us for all charges made by those persons, including charges for which You may not have intended to be responsible. You must notify Us to revoke an authorized user’s authority to use the account and issue a new card or cards with a different account number. You are responsible for the use of each card issued on Your account according to the terms of this agreement.

**4. Using the Card:** You understand that the use of Your credit card will constitute acknowledgement of receipt and agreement to the terms of the Variable Rate Credit Card Agreement and Variable Rate Credit Card Account Disclosure (Disclosure). You may use Your card to make purchases from merchants and others who accept Your card. The credit union is not responsible for the refusal of any merchant or financial institution to honor Your card. If You wish to pay for goods or services over the Internet, You may be required to provide card number security information before You will be permitted to complete the transaction. In addition, You may obtain cash advances from the Credit Union, from other financial institutions that accept Your card, and from some automated teller machines (ATMs). Not all ATMs accept Your card. If the credit union authorizes ATM transactions with Your card, it will issue You a personal identification number (PIN). To obtain cash advances from an ATM, You must use the PIN issued to You for use with Your card. You agree that You will not use Your card for any transaction that is illegal under applicable federal, state, or local 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. If You are permitted to obtain cash advances on Your account, You may also use Your card to purchase instruments and engage in transactions that We consider the equivalent of cash. Such transactions will be posted to Your account as cash advances and include, but are not limited to, wire transfers, money orders, bets, lottery tickets, and casino gaming chips, as applicable. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal. If You use Your card for illegal transactions, You waive the right to sue Us and agree to indemnify and hold Us harmless from any suits or other legal action or liability, directly or indirectly resulting from such illegal use.

**5. Lost Card Notification:** You agree to notify Us immediately, orally or in writing, at 2027 East Monument Street, Baltimore, MD 21205 or by telephone (410) 534-4500 or toll-free at 1-800-543-2870. For after business hours, on weekends, and on holidays, call toll-free 1-

800-472-3272. When reporting a lost or stolen Card, You must provide all pertinent information, including, but not limited to, Your Card number.

**6. Liability for Unauthorized Use:** You understand that You will not be liable to the Credit Union for any card transactions resulting from the loss, theft or other unauthorized use of the card unless You have been grossly negligent or engaged in fraud, in which case Your maximum liability shall not exceed \$50.00 for any card transactions resulting from the loss, theft or unauthorized use of the card that occurs prior to the time You give notice to the Credit Union.

**7. Credit limit and Cash Advance limit:** If We approve your credit card application, We will assign a Credit Limit to your Account and notify You of its amount when We issue the Card. We may make part of your Credit Limit available for cash advances (Cash Advance Limit). There may also be a limit on the amount you can withdraw from ATMs in a given period. You agree to manage this Account and not to let the account balance exceed any of these approved limits. Each payment You make on the Account will restore Your Credit Limit by the amount of the payment that is applied to the principal.

We may increase or reduce your Credit Limit and Cash Advance Limit. We may do so even if you pay on time and your Account is not in default. For good cause, we cancel your card, block its use in any manner, and deny your card privileges; reject any attempts for future use of the card; close your credit card account and terminate this Agreement. Upon any of these events, any outstanding balance and accrued finance charges, fees or charges will immediately become due and payable by You. Good cause includes, but is not limited to, Your failure to comply with the terms of this Agreement (which includes this Visa® Variable Rate Credit Card Cardmember Agreement; the Variable Rate Credit Card Account Application signed by You, the Johns Hopkins Federal Credit Union Variable Rate Credit Card Account Disclosures You received when you applied for this Credit Card as are currently in effect and as modified from time to time; the Johns Hopkins Federal Credit Union Agreements and Disclosures currently in effect and as modified from time to time and all other agreements, disclosures, policies, and disclosures applicable to Your membership at our Credit Union) our adverse reevaluation of your creditworthiness, or your use of the Card in furtherance of any purpose deemed by Us to be illegal under any applicable law. You may also terminate this Agreement at any time, but termination by either Us or You does not affect Your obligations to pay any amounts due immediately.

We may approve charges that cause your Account balance to go over your Credit Limit. If we do this, we will not charge an overlimit fee. If we ask you to promptly pay the amount of your Account balance above your Credit Limit, you agree to do so.

**8. Credit Information:** You authorize Us to investigate Your credit standing when opening, renewing or reviewing or collecting Your account or to locate You, and You authorize Us to disclose information regarding Your account to credit bureaus and other creditors who inquire of Us about Your credit standing.

**9. Monthly Payment:** We will send You a statement every month showing Your Previous Balances of purchases and cash advances, the current transactions on Your account, the remaining credit available under the Your Credit Limit, the New Balances of purchases and cash advances, the "Total New Balance," the finance charge due to date, any other billed fees and the "Minimum Payment" required (as defined in the next paragraph). Each month, You must pay at least the Minimum Payment within 25 days of Your statement closing date. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and You will reduce the finance charge by doing so.

Subject to applicable law, Your payments may be applied to what You owe the Credit Union in any manner the Credit Union chooses. 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.

**10. How we calculate Your Minimum Payment.** The "Minimum Payment" on Your account will be either (a) 2.0% of Your Total New Balance, or \$30, whichever is greater, or (b) Your Total New Balance, if it is less than \$30 plus (c) any portion of the Minimum Payment(s) Due shown on prior statement(s) which remains unpaid. In addition, at any time Your Total New Balance exceeds Your Credit Line, You must immediately pay the excess upon Our demand.

**11. How we calculate Your Finance Charge:** New purchases posted to Your account during a billing cycle will not incur a finance charge for that billing cycle if You had a zero or credit balance at the beginning of that billing cycle, or You paid the entire new balance on the previous cycle's billing statement by the payment due date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to Your account. To avoid an additional finance charge on the balance of purchases, You must pay the entire new balance on the billing statement by the payment due date of that statement. A finance charge begins to accrue on cash advances and balance transfers from the date You get the cash advance or transfer a balance to Your Account.

**The Average Daily Balances** for purchases, cash advances and balance transfers, are determined separately. Finance charges are imposed on purchases only if You do not pay in full the ending balance for purchases shown on Your periodic statement by the payment due date which is at least 25 days after the billing date on the statement. Your account will be subject to a finance charge for **purchases** at the Annual Percentage Rate currently in effect as determined under this Agreement. The finance charge on purchases is computed by

multiplying the monthly finance charge rate to the "Average Daily Balance for Purchases" in Your account during the billing cycle covered by the periodic statement. To get Your "Average Daily Balance of Purchases," We take the beginning balance of Your purchases each day, add any new purchases and subtract any payment or credits and unpaid finance charges. This gives Us the daily balance. Then, We add all the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives Us the "Average Daily Balance of Purchases."

Finance charges on **cash advances** and **balance transfers** are imposed from the transaction date until the cash advance and/or the balance transfer is paid in full. The finance charge for cash advances/balance transfers is computed by multiplying the "Average Daily Balance of Cash Advances" by the **Daily Periodic Rate** then multiplying the result by the number of days in the cycle. To get Your "Average Daily Balance of Cash Advances," We take the beginning balance of cash advances/balance transfers each day, add any new cash advances/balance transfers, and subtract any payments or credits and any unpaid finance charges. This gives Us the daily balance. Then, We add up all the daily balances of cash advances/balance transfers for the billing cycle and divide the total by the number of days in the billing cycle. This gives Us the "Average Daily Balance of Cash Advances." The **Daily Periodic Rate** is 1/365 of the Annual Percentage Rate currently in effect for Your Account, as determined under this Agreement.

**How the PRIME RATE is determined:** We use the Prime Rate from the rates section of The Wall Street Journal. The Prime Rate for each billing period is the Prime Rate published in The Wall Street Journal on the 25th day of that period. The Wall Street Journal may not publish the Prime Rate on that day. If it does not, we will use the Prime Rate from the previous day it was published. If The Wall Street Journal is no longer published, we may use the Prime Rate from any other newspaper of general circulation in New York, New York. Or we may choose to use a similar published rate. If the Prime Rate increases, variable APRs (and corresponding DPRs) will increase. In that case, you may pay more finance charges and may have a higher Minimum Payment Due. When the Prime Rate changes, the resulting changes to variable APRs take effect as of the first day of the billing period.

**12. Annual Percentage Rate:** Your Annual Percentage Rate is provided in Your Visa® Variable Rate Credit Card Approval Letter (the "stated rate"). This rate is subject to change. Your Annual Percentage Rate may also change in the event that You request and are approved for an increase or decrease in Your Credit Line, or request and are approved to change Your credit product.

**13. Fees:** In addition to the finance charge rate, additional fees may be imposed on Your account. If applicable to Your account, the fee amounts and explanations are disclosed on the Disclosure accompanying this Agreement.

**14. Default:** You will be in default if You fail to make the Minimum Payment within 25 days after Your monthly statement closing date. You will also be in default if (a) You breach any other conditions of the Agreement, or the terms of any other agreement with Us or Our affiliates; (b) bankruptcy or insolvency proceedings are started by You or against You; (c) in the event of Your death, incompetence, fraud or misrepresentation; (d) if any statement or information You made to Us or Our affiliates in Your application or otherwise was untrue or incomplete; (e) if We believe that You are unable or unwilling to pay any of your debts or meet your obligations when due; or (f) Your use of the card in furtherance of any purpose deemed to be illegal under state or federal law. If You are in default, We may, at Our option, suspend or cancel the Account and/or require You to pay the full amount You owe Us on this Account and all other obligations at once.

If we consider Your Account to be in default, we may, subject to applicable law, among other things: (a) suspend Your ability to make charges; (b) cancel or suspend any or all features of Your Account; (c) require You to pay more than your Minimum Payment due immediately; (d) require You to pay Your entire Account balance immediately; (e) terminate Your Account.

In the event this Agreement is terminated by You or by Us for any reason, the entire balance on the Account becomes immediately due and payable. **YOU ALSO AGREE THAT, IN CASE OF DEFAULT, YOU WILL PAY ALL COSTS OF COLLECTION, INCLUDING COURT COSTS, REASONABLE ATTORNEY FEES, COLLECTION AGENCY AND LITIGATION EXPENSES. YOU AGREE THAT THE JURISDICTION IN ANY DISPUTE ARISING IN ANY WAY FROM THIS AGREEMENT OR THE USE OF ANY CARD, OR FOR ANY COLLECTION PURPOSES WILL BE IN THE STATE OF MARYLAND.**

**15. Returns and Adjustments:** Merchants and others who honor the card may give credit for returns or adjustments, and they will do so by sending Us a credit slip which will be posted to Your account. If Your credits and payments exceed what You owe Us, We will hold and apply this credit balance against future purchases and cash advances, or refund it on Your written request if it is \$1 or more.

**16. We may contact You - Servicing Your Account and Collections:**

If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our attorneys, lawyers, affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.

**Call monitoring:** We may monitor and record any calls between You and Us.

**17. Credit Reports:** You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to applicable law. You agree that we will give information about the Account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report.

If you believe information we have given to a credit reporting agency is incorrect, write to us at Johns Hopkins Federal Credit Union, 2027 E. Monument Street, Baltimore, MD 21205. When you write to us, tell us the specific information you believe is incorrect.

**18. Foreign Transactions:** Purchases and cash advances made in foreign countries and foreign currencies will be billed to You in U.S. dollars. The conversion rate to dollars and the fees for all international transactions will be in accordance with the operating regulations of Visa® USA, Inc. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa® from the 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 processing date. In addition, a fee of 1% of the transaction amount will be charged on all international transactions regardless of whether or not currency conversion is involved.

**19. Plan Merchant Disputes:** We are not responsible for the refusal of any plan merchant or financial institution to honor Your card. We are subject to claims and defenses (other than tort claims) arising out of goods or services You purchase with the card only if You have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and: (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. Any other disputes You must resolve directly with the plan merchant.

**20. Effect of Agreement:** This Agreement is the contract which applies to all transactions of Your account even though the sales, cash advance, credit or other slips you sign may contain different terms. We may amend this Agreement from time to time by sending You the advance written notice required by law. Your use of the card thereafter will indicate Your agreement to the amendments. To the extent the law permits, and We indicate in Our notice, amendments will apply to Your existing account balance as well as to future transactions.

**21. Debt Protection:** Loan Protection is not required to obtain credit. If loan protection is offered on Your account and You request loan protection, the fee will be calculated monthly by multiplying the fee rate by the outstanding balance of each account. The fee rates per \$1,000.00 of the monthly outstanding balance are disclosed to You in the Visa® Variable Rate Credit Card application. Fees will be posted at or after the end of each month. The fees for Your loan protection will be added to Your outstanding balance each month, upon which they will accrue finance charges. Although such protection is freely cancelable, it will be retained in effect until You have notified the Credit Union in writing of Your intention to cancel. If You are late in paying or fail to pay Your periodic payment, the Credit Union may advance funds on Your behalf to pay such fees and the Credit Union may impose additional finance charges on the amount financed.

**22. Notices:** We will send statements and notices to You at the most recent address You have given the Credit Union. If this is a joint account, We can send statements and notices to either of You and will be considered notice to all. You promise to notify Us promptly in writing of any changes in Your address.

**23. No Waiver:** The Credit Union can delay enforcing any of its rights any number of times without waiving them.

**24. Illegal Transactions Prohibited:** You agree that You will not use Your card for any transaction that is illegal under applicable federal, state, or local law.

**25. Special Promotions:** From time to time, We may offer special promotions, under which purchases of goods or services, balance transfers or cash advances transactions may be billed to Your account with special promotional terms. The finance charges, minimum payment, application on payments and other terms for special promotions may differ from the standard terms described in this Agreement and as may be shown on Your account statement.

**26. Reward Program:** There's no annual fee to participate in the program. The following rules apply only to the program as offered to Johns Hopkins Federal Credit Union Reward cardholders.

Every dollar in qualifying purchases (net of returns) that "participants" charge to their credit card account eligible in this rewards program ("program") earns participants one point as provided for in these rules. No points are earned for finance charges, fees, cash advances, convenience checks, foreign transaction currency conversion charges or insurance charges posted to their account. Charges or transactions may be added to, or removed from, the above lists of eligible charges and transactions from time to time at the sole discretion of the program provider. Any questions as to what constitutes an eligible charge shall be resolved at the sole discretion of the program provider. Points for this program begin to accumulate with purchase participants make beginning on the first day of the billing cycle in which their program begins and ending on the last day of the last billing cycle of the announced duration of their program. Points

earned from net purchases and point adjustments made between billing cycles will be deemed as earned after being posted to participant's UChoose Rewards account the following month.

Points can be redeemed for travel, charitable donations, used to order merchandise or gift awards described in the current brochure or on the program's website. Participants may select gift awards from any level, subject to availability, as long as participant has the necessary number of points posted to their UChoose Rewards account. Point requirements assigned to any award are subject to change from time to time without notice, and gift awards may be substituted at any time.

Points have no cash value. Points in this program cannot be exchanged for cash or credit, cannot be combined with cash to obtain gift awards, cannot be earned from or transferred to or combined with any other credit card account's points for redemption. Points will be deducted from the total points available for redemption for any returns or credits reflected on the credit card account billing statement. Accounts must be open (not canceled or terminated by either party) at time of redemption. Awards are not available when the cardholder is in default under the card agreement. The credit union reserves the right to suspend the cardholder's participation in the program until the account is in good standing. Unused points expire at the end of the third calendar year. Points may be forfeited due to rules violations. This program is void where prohibited or restricted by law. The program provider reserves the right to terminate the programs or portions thereof at any time without restriction or penalty. This means that regardless of a participant's level of activity in the program, the ability to accumulate points or claim awards can be terminated with or without prior notice. The participant's use of their Card following receipt of these rules will indicate their agreement to comply with and abide by these rules.

**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: Johns Hopkins Federal Credit Union, 2027 East Monument Street, Baltimore, MD 21205.

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 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 finance charges 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 finance charges 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 finance charges 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.

**Special Rule For Credit Card Purchases**

If You have a problem with the quality of property or services that You purchased with a credit card, and You have tried in good faith to correct the problem with the merchant, You may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) 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 (b) The purchase price must have been 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.

**Automatic Payment Transfers**

If You have authorized Us to pay Your credit card bill automatically from Your Share or Checking account, You can stop the payment on any amount You think is wrong. To stop the payment Your letter must reach Us three business days before the automatic payment is scheduled to occur.