

Visa® Rewards Credit Card Agreement

Firefly Federal Credit Union

13. Default.

You will be in default if you fail to make any Required Payment Due by the due date specified on your Statement. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement. We have the right to demand immediate payment of your full Account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorneys' fees.

14. Credit Information.

You authorize us to investigate your credit standing when opening, renewing or reviewing your Account, and you authorize us to disclose information regarding your Account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent allowed by law or our privacy policy.

15. Effect of Agreement.

This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. You may have the right to reject amendments we make. However, if you do reject the amendments, you will not be able to use your Card for new transactions. 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.

16. Unauthorized Use.

If your Card or Convenience Checks are lost or stolen, or you think that someone is using your Account without your permission, you agree to notify us immediately. You can notify us by calling (800) 345-2733 or by writing to Firefly Credit Union, Attn: Visa, 1400 Riverwood Dr., Burnsville, MN 55337. If you notify us by telephone, you agree to confirm your notification in writing. You are not liable for unauthorized use of the Account that occurs after you notify us of the loss, theft or possible unauthorized use unless you were grossly negligent or fraudulent in the handling of your Account or Card. You agree to assist us in determining the facts relating to any theft or possible unauthorized use of your Account and to comply with the procedures we may require for our investigation. If we have issued you Checks, you must return or destroy your Card and/or Checks if we request you to do so.

17. Late Charge.

As allowed by law, we will add a late charge to your account for each billing period you fail to make the Required Payment Due by its due date. Our fee for a late payment is up to \$25.

Your Billing Rights – Keep This Notice for Future Use.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. Notify us in case of errors or questions about your bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate piece of paper and send to: Firefly Federal Credit Union,

1400 Riverwood Drive, Burnsville, Minnesota 55337. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. Merchant name.
4. Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.
5. Sign, date your letter and provide your telephone number. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop payment on any amount you think is wrong. To stop payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including interest charges, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any interest charges related to any questioned amount. If we didn't make a mistake, you may have to pay interest charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a Statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell anyone we report you to that the matter has been settled between us when it is final. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was 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:

1. You must have made the purchase in your home state, or if not within your home state, within 100 miles of your current mailing address; and
2. The purchase price must 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.



(800) 345-2733
(952) 736-5000

fireflycu.org

LIFE ILLUMINATED.

Firefly Federal Credit Union Visa Agreement

In this Agreement the words "we," "us" and "ours" means Firefly Federal Credit Union. The words "you" and "your" mean each and all of those who apply for a credit card account. "Account" means your Visa Classic, Savings Secured, Gold, or Platinum credit card account with us. "Card" or "Cards" means the Visa Classic, Savings Secured, Gold or Platinum credit card and any duplicates and renewals we issue. Card or Cards also refers to any Convenience Check(s) or other credit devices issued to you in connection with your Account. "Convenience Check(s)" or "Check(s)" means the checks issued to you in connection with your account. By keeping the Visa Card, signing it, using or permitting another to use it, you agree to all of the terms and conditions of this Agreement.

1. Responsibility.

- (a) **Card Issuance.** If we issue you a Card, you agree to repay all debts and the finance charge arising from the use of the Card and the Card Account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the Card, or your Card number to, and this responsibility continues until your Card Account is closed and any outstanding charges are paid.
- (b) **Authorized Users.** You may request additional cards for authorized users. You must pay us for all charges made by authorized users. You must pay us even if you did not intend to be responsible for those charges. You must notify us to withdraw any permission you give to an authorized user to use your account. You also are responsible for getting any cards, checks or other means of accessing your account from the authorized user. If you wish to terminate an authorized user, we may close your account and open a new account with a different account number.
- (c) **Closing Your Account.** You may close your account by notifying us in writing or over the phone. If you close your account, your obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the Account. If this is a joint Account, either person who is liable on the Account may give notice to cancel the Account, and we may close it without notifying the other liable person. We may also close your account or suspend account privileges at any time for any reason. We may do this without prior notice to you. We may also reissue a different card at any time. You must return any card to us upon request.

(d) **Illegal Transactions.** Firefly Federal Credit Union Visa Cards may not be used for any illegal transactions, including, but not limited to Internet gambling, such as casino-style gaming, sports betting, and lottery tickets.

(e) **Lost or Stolen Reporting.** If your card is lost, stolen or misplaced, you must contact us immediately. Call (952) 736-5053 or (800) 345-2733 between 8:30 a.m. to 5:00 p.m. Central Time or after hours at (800) 543-5073.

2. Credit Limit.

Your “Credit Limit” is the maximum amount of Purchases and Cash Advances that you are authorized to make with your Card. If we approve your application, we will establish a self-replenishing credit line for you and notify you of its amount when we issue the Card. You agree not to let the Account balance exceed this approved Credit Limit. Each payment you make on the Account will restore your Credit Limit by the amount of payment, which is applied to principal. You may request an increase in your Credit Limit by written application to us or by using our ExpressFoneSM/online banking service, both of which must be approved by our loan officer. By giving you written notice our loan officer may reduce your Credit Limit from time to time, or with good cause, revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse reevaluation of your credit worthiness. You may also terminate the Agreement at any time, but termination by either of us does not affect your obligation to pay the Account balance. The Card remains our property and you must recover and surrender to us all Cards upon our request and upon termination of the Agreement.

3. Using the Card.

You can use your Card to make purchases at approved Visa plan merchants, pay bills per your authorization or get cash advances. In order to obtain a cash advance of available funds, you can present your Card to us or to another financial institution, and sign the cash advance draft. You may also obtain a cash advance by using your Personal Identification Number (PIN) in conjunction with the Card in an automated teller machine (ATM) or other type of electronic terminal that provides access to the Visa system. You agree that charges imposed by third parties for use of their ATM facilities will be added to your Account balance as a cash advance. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. We may make a reasonable charge for photocopies of slips you request.

4. Using the Convenience Checks.

You may use your Checks the way you use regular checks; however, you cannot use a Check to pay any amount you owe under this Agreement or for repayment of any Firefly Federal Credit Union loan account. Each Check we pay will create a cash advance against your Account. We will pay each Check you write unless: (a) in paying the Check, your unpaid balance would exceed your Credit Limit; (b) you are in default or your right to use your Account is cancelled or suspended; (c) the Check is signed by someone other than you; or (d) your account is not activated.

5. Stop Payments on Checks.

If you do not want to pay a Check, you can ask us to stop payment if the check has not been paid. Your stop payment order can be given by phone or mail. For more information call (952) 736-5000 or (800) 345-2733 or write to us at 1400 Riverwood Drive, Burnsville, MN 55337. To process your request we need your account number and date of the check, the name of the payee and the amount of the check. We do not have to honor any stop payment request unless we have a reasonable opportunity (usually 24 hours) to act before the check is paid. Your written order will be effective for six months unless you revoke it in writing. If your stop payment order is given by phone, it is binding on us for only fourteen days unless we receive written confirmation of the order from you within that period. We will not be liable in any way for any stop payment request that we honor nor will we be liable in any way for our failure to honor any such request if we used ordinary care.

6. Statements and Payments.

(a) **Statements.** If your Account has a balance, we will mail you a Statement at the end of each Billing Period; if you have elected to receive Credit Card eStatements, your statement will be available to view electronically via our online banking platform. “Billing Period” means the days between the statement date shown on the last Statement we sent you and the statement date on your current Statement. Your Statement will include your previous balance, the current transactions on your account, the unused credit available under your Credit Limit, the new balances of purchases and cash advances, the new balance, the Total Interest Charges, other billed fees, and the Required Payment Due. Every month, you must pay at least the Required Payment Due by the payment due date. You may of course, pay more frequently, pay more than the Required Payment Due or pay the total new balance in full.

(b) **Minimum Payment.** The Required Payment Due will be **2%** of your new balance or \$20, whichever is greater for **Visa Classic, Savings Secured, Gold and Platinum cards**; or (iii) your total new balance, if it is less than \$20; or (iv) any portion of the Required Payment Due shown on prior statement(s) which remain unpaid. Credit vouchers are not considered a payment. They reduce your balance. In addition, at any time your new balance exceeds your Credit Limit, you must immediately pay the excess upon our demand. We will apply your payment first to the interest charge, then to any unpaid fees, then to the principal balance.

(c) **Payments.** You can make payments on your Account in person at one of our offices during business hours, at a night depository at one of our offices, by U.S. Mail, or other approved means such as telephone or electronically. We use the Central Time zone to base the time a payment is made.

7. Interest Charges.

(a) **Purchases.** You have a 25-day grace (no INTEREST CHARGE) period on your new purchase balance. You also have a 25-day grace (no INTEREST CHARGE) period on your new purchases if you paid the total new balance for purchases on your last Statement on or before the end of the grace period (due date) or if you did not have a purchase balance on your last Statement. The grace period starts on the Statement closing date. If you do not pay the total new balance for purchases by the end of the grace period, you forfeit the 25-day grace period and INTEREST CHARGES will be imposed on the unpaid purchase balance from the first day of the next billing cycle and on new purchases from the date they are posted to your account.

(b) **Cash advances.** Cash advances are always subject to an INTEREST CHARGE from the date they are posted to your Account.

(c) **Calculating the Average Daily Balance.** To get the “Average Daily Balance,” we take the beginning balance of your account each day, add any new purchases and advances, and subtract payments or credits, and unpaid interest charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “Average Daily Balance” to which the periodic rate is then applied.

(d) **Interest charges for Visa Classic and Visa Savings Secured Cards.** To figure and impose an INTEREST CHARGE, we will apply a monthly periodic rate of 1.16%, which is an ANNUAL PERCENTAGE RATE OF 13.99%, to the average daily principal balances of purchases and cash advances in your account during the billing cycle covered by the Statement.

(e) **Interest charges for Visa Gold Card.** To figure and impose an INTEREST CHARGE, we will apply a monthly periodic rate of 1.00%, which is an ANNUAL PERCENTAGE RATE OF 11.99%, to the average daily principal balances of purchases and cash advances in your account during the billing cycle covered by the Statement.

(f) **Interest charges for Visa Platinum Card.** To figure and impose an INTEREST CHARGE, we will apply a monthly periodic rate of .83%, which is an ANNUAL PERCENTAGE RATE of 9.99%, to the average daily principal balances of purchases and cash advances in your account during the billing cycle covered by the Statement.

(g) **Promotional Rate Offers.** At our discretion, we may offer you a promotional annual percentage rate for all or a part of the purchase and/or cash advance balance. The period of time for which the promotional rate applies may be limited. We may also offer you a promotional annual percentage rate to encourage specific transactions, such as transferring balances from accounts you have with other creditors. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

8. Security Interest.

(a) **Visa Savings Secured.** We will also take a security interest in your Share, Preferred and Money Market Savings, if you sign a separate Security Agreement pledging the funds in those accounts.

(b) **Visa Classic, Gold, and Platinum Cards.** To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code on any goods you purchase through the account. If you default, we will have the right to recover any of those goods, which have not been paid for through our application of your payments in the manner described in paragraph 6.

9. Other Charges.

We reserve the right to make a charge for original and copies of drafts you may request and for other services as set forth below. The following other charges (fees) will be added to your Account, as applicable:

Copy of Charge Slip	\$ 5.00
Quick Card Issue	\$35.00
Return Check Fee (Drawn on personal account at another financial institution)	up to \$25.00
Card Replacement Fee	\$15.00
Convenience Check Copy	\$ 5.00
Stop Payment Fee (Convenience Check)	\$10.00
Returned Convenience Check (Inactivated/Declined/NSF Fee)	\$ 4.50
Returned Statements	\$10.00

10. Returns and Adjustments.

Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending 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 if it is \$1 or more, refund it on your written request or automatically after sixty days.

11. Foreign Transactions and Fees.

Purchases, cash advances and credit vouchers made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be (i) 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 (ii) the government-mandated rate in effect for the applicable central processing date. Visa will charge an International Service Assessment (ISA) fee on all international purchase and cash disbursement transactions regardless of whether or not a currency conversion is involved. There are two categories for ISA fee charges: “Multi Currency” or “Single Currency.”

(a) **Multi Currency** is where you use your Card to make a transaction in a foreign country and the merchant accepts the transaction in non-U.S. currency. Visa then converts the currency during settlement to U.S. currency so the transaction can be posted to your Card Account. The Visa ISA fee for Multi Currency transactions is 1% of the transaction amount.

(b) **Single Currency** is where you use your Card to make a transaction in a foreign country and the merchant accepts the transaction in U.S. currency rather than the currency of the foreign country. The Visa ISA fee for Single Currency transactions is .8% of the transaction amount.

The Visa ISA fee is shown on your Card Statement as a “Card Currency Conversion Fee.”

12. Plan Merchant Disputes.

We are not responsible for the refusal of any plan merchant or financial institution to honor your Card. Subject to your rights under the Federal Fair Credit Billing Act (described in the notice entitled Your Billing Rights – keep this notice for future use) or other applicable law, we have no responsibility for merchandise or services purchased under the Account and you agree to pay us for all purchases made, even though a dispute may arise with respect to such purchases.

INTEREST RATES AND INTEREST CHARGES

Annual Percentage Rates (APR) for Purchases	9.99% for Platinum Cards 11.99% for Gold Cards 13.99% for Classic Cards
APR for Balance Transfers and Cash Advances	Same as APR for Purchases as listed above.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	\$0
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 Fees	There is no annual fee for Platinum, Gold and Classic cardholders.
Foreign Transaction Fee	1% of transaction amount in U.S. Dollars (conversion from foreign currency); or 0.8% of transaction amount in U.S. dollars (no currency conversion).
Penalty Fees	Late Payment - Up to \$25 Returned Payment - Up to \$25

How We Will Calculate Your Balance:

We use a method called “average daily balance” (including new purchases).

Billing Rights:

Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.