



CARDHOLDER AGREEMENT

165 West 46th Street • New York, NY 10036 • 212.869.8926

This cardholder agreement, hereafter referred to as “Agreement”, covers your VISA Gold card, VISA Classic Card, Secured VISA card, and ActorMiles MasterCard. In this Agreement the words “you” and “your” means each and all of those who apply here for any or all of the listed privileges or who sign this Agreement and are responsible for payment. The words “we”, “us”, “our” and “Credit Union” mean Actors Federal Credit Union. The Agreement is composed of the foregoing Application together with these terms and conditions. “Credit Card” means the VISA Gold card, VISA Classic card, Secured VISA Classic, ActorMiles MasterCard, and any duplicates or renewals we issue.

TERMS AND CONDITIONS APPLICABLE TO THE VISA CREDIT CARD AND MASTERCARD CREDIT CARD, TO WHICH YOU AGREE:

1. **Responsibility.** The person (Cardholder) whose name is embossed on the face of the card and each Cardholder in the event more than one card is issued bearing the same account number, by signing or using said Card, receipt of which is acknowledged, agrees with the Actors Federal Credit Union of the Card whose name is printed on the reverse (“Actors Federal Credit Union”) as follows:
 - A. Goods and services (“Credit Purchases”) may be purchased or leased by means of such card by Cardholder from any retail Business establishment (“seller”) who honors same upon the execution of a sales slip evidencing such Credit Purchases and bearing the account number of Cardholder embossed on the face of such Card. Additionally, Cash Advances (“Loans”) may be obtained through use of such Card (a) upon execution of a written request of Cardholder in a form furnished to Cardholder from any financial institution that is a member, alone or in association with others, of VISA U.S.A. Inc. or of MasterCard International Inc. and (b) upon execution of a written agreement with the Actors Federal Credit Union for a VISA or MasterCard financing agreement if offered by the Actors Federal Credit Union.
 - B. Cardholder shall be liable and agrees to pay Actors Federal Credit Union for Credit Purchases made by, or for Loans extended to, Cardholder or anyone else using such Card unless the use of such Card is by a person other than the Cardholder (a) who does not have actual, implied or apparent authority for such use, and (b) from which Cardholder receives no benefit. Additionally, Cardholder shall be jointly and severally liable and agrees to pay for all Credit Purchases and Loans obtained through the use of any other Card bearing Cardholder’s account number that has been issued to another person by reason of such person being a member of Cardholder’s family, or otherwise issued upon Cardholder’s request (all such Cards bearing the Visa or MasterCard number collectively called (“Related Cards”).
 - C. Cardholder agrees to pay to Actors Federal Credit Union an annual membership fee for participation in Actors Federal Credit Union’s credit card plan. Such annual membership fee shall be imposed whether or not Cardholder uses the card to obtain credit purchases and loans. The membership fee shall be charged to Cardholder’s account each year in the month of Actors Federal Credit Union’s choice. The membership fee is not refundable in the event of termination of the account by either Cardholder or Actors Federal Credit Union unless otherwise provided for by law.
 - D. Each Card is the property of Actors Federal Credit Union, is not transferable and must be surrendered upon demand. It can be canceled as

- well as repossessed by Actors Federal Credit Union, or its designee, and the privileges thereof revoked, at any time without prior notice.
- E. Cardholder shall not use the Card or permit the use of Related Cards to obtain Credit Purchases or Loans, which will increase Cardholder’s indebtedness to Actors Federal Credit Union to an amount in excess of the limit established by Actors Federal Credit Union.
 - F. All Credit Purchases and Loans are effected at the option of the Seller and Cash Advancing Financial Institution respectively, and Actors Federal Credit Union shall not be responsible for refusal by any Seller or Cash Advancing Financial Institution to honor the Card or any Related Card. Any refund, adjustment or credit allowed by Seller shall not be by cash but rather by a credit advice to Actors Federal Credit Union which shall be shown as a credit on Cardholder’s account statement with Actors Federal Credit Union.
 - G. If the card is canceled or surrender is demanded by Actors Federal Credit Union, or if Cardholder defaults in any payment due, or is deceased, bankrupt or insolvent, or any attachment or garnishment proceedings are initiated against Cardholder or his property, Actors Federal Credit Union may elect to declare all amounts then owed to Actors Federal Credit Union to be immediately due and payable without notice or demand of any kind. If Cardholder has other loans from Actors Federal Credit Union, or takes out other loans with Actors Federal Credit Union in the future, collateral securing those loans will also secure the Cardholder’s obligations under this agreement. However, unless the Cardholder expressly agrees otherwise, the Cardholder’s household goods and dwelling will not secure Cardholder’s obligations under this agreement even if Actors Federal Credit Union has or later acquires a security interest in the household goods or a mortgage on the dwelling. Cardholder agrees to pay all costs incurred by Actors Federal Credit Union in collecting Cardholder’s indebtedness or in enforcing this agreement, including reasonable attorney’s fees and also those cost, expenses and attorney’s fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.
 - H. This agreement may be amended from time to time by Actors Federal Credit Union by written notice mailed to Cardholder at Cardholder’s last known address.
 - I. Except to the extent that Federal law is applicable, the validity, construction and enforcement of this agreement and all matters arising out of the issuance and use of the Card shall be governed by the laws of New York.
 - J. Additional charges, plus applicable taxes, may also be assessed if you pay us with a check not honored by your financial institution, request a copy of a document, request a replacement card or use your card for a transaction at an automated teller machine, if such charges are not prohibited by law or regulation. No finance charge will be assessed on such additional charges.
 - K. If it is believed that the Card has been lost or stolen or used in an unauthorized manner, the Cardholder shall contact Actors Federal Credit Union AT ONCE, in order to minimize possible losses. In most cases, the Cardholder will not be liable for any unauthorized transaction unless it is determined that the Cardholder was grossly negligent or fraudulent in the handling of the Card. Notification can be made orally or in writing at: (727) 570-4881, Credit Card Security Department, P O Box 30035, Tampa, FL 33630.
 - L. Cardholder agrees that Actors Federal Credit Union, its agents or service companies may monitor and/or record any telephone communications with Cardholder.
 - M. Payments must be made to Actors Federal Credit Union in U.S. dollars drawn on a U.S. Financial Institution. If Cardholder incurs charges in any other currency, the charges will be converted into U.S. dollars. The exchange rate for transactions in a foreign currency will be 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 central processing date; MasterCard’s currency conversion procedure includes use of either a government mandated exchange rate, or wholesale exchange rate selected by MasterCard, and the rate MasterCard uses for a particular transaction is a rate selected by MasterCard for the applicable currency on the day the transaction is processed, which may differ from the rate applicable on the date the transaction occurred or the date the transaction is posted to the cardholder’s account. Cardholder agrees to pay the converted amount to Actors Federal Credit Union in U.S. dollars, plus a fee of 1% for conversion and processing.
- N. Actors Federal Credit Union may accept checks marked “Payment in Full” or with words of similar effect without losing any of Actors Federal Credit Union’s rights to collect the full balance of the Cardholder’s account.
 - O. Actors Federal Credit Union can reinvestigate and reevaluate any information Cardholder provided on Cardholder’s credit application at any time, and in the course of doing so, Actors Federal Credit Union may ask Cardholder for additional information, request credit bureau reports and/or otherwise verify Cardholder’s credit standing.
2. **Promise to Pay.** You promise to pay Actors Federal Credit Union all amounts borrowed under this Agreement, plus any finance charge or other amounts due. You agree to pay the Credit Union on or before the due date shown on your monthly statement.
 3. **Monthly Statements.** Each month you will be sent a statement showing any purchases, cash advances, debit advances, payments or credit made to your account. Your statement will also show the “new balance”, the “required payment due”, previous balances of purchases and cash advances, the FINANCE CHARGE due to date, any other billed fees, and the Minimum Payment upon receipt of your statement. You may pay more frequently, pay more than the Minimum Payment or pay the Total New Balance in full, and will reduce the FINANCE CHARGE in doing so.
 4. **Minimum Payments.** The Minimum Payment on your credit card account will be either (a) the New Balance shown on your statement if the amount is equal to or less than \$20.00; (b) 3.00% of that portion of the New Balance which does not exceed your credit limit (rounded to the nearest dollar), or \$20.00, whichever is greater, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due. Payments must be made by the due date shown on the monthly statement.
 5. **Finance Charges.** You can avoid FINANCE CHARGES on purchases on your credit card by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise the New Balance of Purchases and subsequent purchases from the date they are posted to your credit account will be subject to FINANCE CHARGES. Cash advances are always subject to FINANCE CHARGES from the date they are posted to your account. FINANCE CHARGES (interest) are calculated on VISA Classic at the monthly periodic rate of .991% (ANNUAL PERCENTAGE RATE OF 11.90%) on the average daily balances of purchases and cash advances in the account. FINANCE CHARGES on VISA Gold is calculated at the monthly periodic rate of .242% (ANNUAL PERCENTAGE RATE OF 2.90%) for the first six months and thereafter a monthly periodic rate of .742% (ANNUAL PERCENTAGE RATE OF 8.90%) on the average daily balances of purchases and cash advances in the account. FINANCE CHARGES are calculated on VISA Secured Classic at the monthly periodic rate of 1.242% (ANNUAL PERCENTAGE RATE OF 14.90%) on the average daily balances of purchases and cash advances in the account. FINANCE CHARGES are calculated on MASTERCARD

Actormiles at a monthly periodic rate of 1.242% (ANNUAL PERCENTAGE RATE OF 14.90%) on the average daily balances of purchases and cash advances in the account. The FINANCE CHARGES for a billing cycle are computed by applying the monthly Periodic Rate to the average daily balance of purchases and cash advances. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, no-accruing fees, and unpaid finance 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.

6. **Change of Address.** If you move you must give us your new address and phone number. A change of address does not affect your responsibility to make timely payments.

7. Cardholder agrees that Cardholder's account shall be subject to all applicable rules and regulations of VISA U.S.A. Inc. or MasterCard International, as applicable, as well as all applicable laws. If there is any conflict between the provisions of this Agreement and the rules and regulations of VISA U.S.A. Inc. or MasterCard International, the rules and regulations of VISA U.S.A. Inc. and MasterCard International shall control.

8. Your card may not be used for any illegal transaction(s).

***Note:** Due to fraud-monitoring measures, it is in your best interest to notify us of any planned travel. If you do not notify us, it is possible that we may limit the use of the card for fraud prevention.