Interest Rates and Interest Charges

Fees		
Annual Fee		\$25.00
Transaction Fees		
•	Balance Transfer	\$0.00
•	Cash Advance	\$0.00
•	Foreign Transaction	1% of each foreign transaction in U.S. dollars.
Penalty Fees		
•	Late Payment	Up to \$25.00
•	Over-the-Credit Limit	Up to \$0.00
•	Returned Payment	Up to \$25.00

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." This method is explained in the cardholder agreement.

Billing Rights: Information on your rights to dispute transactions is provided in the account agreement.

Periodic Rates: The daily periodic rate for purchases, balance transfers, and cash advances is 0.0004931% per day with a corresponding annual percentage rate of 18.000%. Balance transfers will be referred to as cash advances in the enclosed cardholder agreement.

Military Lending Act Notice: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Cardholder Agreement

This cardholder agreement, hereafter referred to as "Agreement", covers your VISA Rewards card, VISA Non-Rewards Card, Secured VISA card, and VISA Cashback card, VISA Business card, and VISA Business Rewards card, as well as any other credit card issued by Actors Federal Credit Union. 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 Rewards card, VISA Non-Rewards Card, Secured VISA card, and VISA Cashback card, VISA Business card, VISA Business Rewards card, any other credit card issued by Actors Federal Credit Union and any duplicates or renewals we issue.

TERMS AND CONDITIONS APPLICABLE TO THE 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. 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. The annual fee, if there is one, on the Account is stated in the enclosed disclosure table. 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. Credit Limits You promise to make purchases and cash advances only up to your credit limit. Your promise to pay continues to apply even if the amount due exceeds your credit limit. Obtaining credit in excess of your credit limit does not increase your credit limit. We can change your credit limit at any time to any amount (including zero). We will state the new credit limit on your next monthly statement.
- H. Cash advances are subject to the cash advance fee stated in the enclosed disclosure or on your approval letter. The cash advance fee is a finance charge and is imposed on the date of the cash advance. The following transactions will be treated as cash advances: Using your Card to obtain cash from a participating ATM; Using your Card to obtain cash from a participating financial institution; Using a convenience check drawn on the Account; Obtaining money orders, travelers checks, foreign currency, lottery tickets, casino chips, vouchers redeemable for cash or similar items; Balance Transfers, if identified as cash advances on your Approval Letter or Statement.
- I. 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.

- J. 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.
- K. 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.
- L. 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.
- M. 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: (646) 867-6906, Actors Federal Credit Union, 165 West 46th Street, NY, NY 10036.
- N. Cardholder agrees that Actors Federal Credit Union, its agents or service companies may monitor and/or record any telephone communications with Cardholder.
- O. 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; 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.
- P. 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.
- Q. 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. The FINANCE CHARGES for a billing cycle are computed by applying the monthly Periodic Rate(s), as stated in the enclosed disclosure, or on your approval letter or agreement, or your Statement, 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. If you are charged interest, the charge will be no less than \$0.50.
- 6. International transactions When you use your Card for a transaction denominated in a currency other than U.S. dollars, the transaction amount will be converted into U.S. dollars by applying an exchange rate selected by the Card Association from among the range of rates available in wholesale currency markets or the government-mandated rate on the date the transaction is processed. The rate chosen may vary from the rate the Card Association itself receives. When you use your Card to make a purchase, obtain a cash advance, obtain a credit voucher, or reverse any of these transactions, a finance charge equal to one percent of the amount of the transactions (expressed as a positive number) will be assessed against your Account. The foreign transaction Fee is imposed on the date of the transaction. Card Association means either VISA International or MasterCard International.
- 7. Credit Reporting You authorize us to obtain credit reports on you when opening, renewing or reviewing your Account, and you authorize us to disclose information regarding your Account to credit bureaus and other creditors who may inquire of us about your credit standing. If you think we reported

erroneous information to a credit reporting agency, write us at the Cardmember Service address on your billing statement. We will investigate the matter and, if we agree with you, we will contact each credit reporting agency to which we reported and request a correction. If, after our investigation, we disagree with you, we will tell you in writing or by telephone how to submit a statement to those agencies for inclusion in your credit report.

- 8. 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.
- 9. 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.
- 10. Your card may not be used for any illegal transaction(s) including for purchases that may be legal at a State level but not Federal.
- *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.