



**VISA® PLATINUM and VISA® REWARDS
CREDIT CARD AGREEMENT AND
DISCLOSURE**

This agreement and disclosure statement contains the terms and disclosures that apply to the VISA® PLATINUM and VISA® REWARDS credit card account with Tampa Bay Federal Credit Union. In this agreement "you," and "your," "Borrower" and

"Co-borrower" refers to and includes, where appropriate, all persons who sign this agreement. "Credit Union," "we," "our," or "us" refers to Tampa Bay Federal Credit Union.

1. Eligibility - You must be a member in "good standing" with the Credit Union to be eligible for this credit card. A member in "good standing" means: (A) Maintaining a minimum \$5.00 share account balance and all accounts must have a positive balance and, (B) Keeping all loan and credit card accounts with us current. If you are not a member in "good standing", we reserve the right to terminate your use of the card.

2. Maximum Credit Limit - We will provide you with notification of your maximum credit limit. You agree the Credit Union can change your limit at any time. You agree never to use your card when that use will exceed the maximum credit limit assigned. You will pay any amounts that exceed your maximum credit limit upon demand. We may reevaluate your financial condition if you request a higher credit limit, or any other time, and this may include obtaining a credit bureau report, and/or asking for current financial information.

3. Minimum Monthly Payment - Each month, you must make a minimum payment that is 2% of your New Balance, or \$15.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

4. Finance Charge -The **FINANCE CHARGE (INTEREST)** will equal the sum of the Prime Rate as listed in the Money Rates Section of the Wall Street Journal, on the last business day of January, April, July and October plus a margin of: For VISA PLATINUM a range of the Prime Rate plus 4.00% to Prime plus 11.00%; For VISA

REWARDS a range of the Prime Rate plus 5.00% to Prime Rate plus 12.00%. A minimum rate of 7.25% **ANNUAL PERCENTAGE RATE** applies to the VISA PLATINUM card and 8.25% for the VISA REWARDS card. A maximum 18.0% **ANNUAL PERCENTAGE RATE**, or the highest **ANNUAL PERCENTAGE RATE** then permitted by applicable law applies to both cards. If the index is discontinued or is no longer available, a successor index setting forth the prime rate will be chosen by the Credit Union. The **FINANCE CHARGE (INTEREST)** is calculated at the minimum monthly periodic rate of .60417% per month or a daily periodic rate of .01986% (**ANNUAL PERCENTAGE RATE OF 7.25% for VISA PLATINUM**) and .68750% minimum monthly periodic rate or a daily periodic rate of .02260% (**ANNUAL PERCENTAGE RATE OF 8.25% for VISA REWARDS**) to a maximum monthly periodic rate of 1.50% or daily periodic rate of .04932% (**ANNUAL PERCENTAGE RATE OF 18%**), or the highest rate then permitted by applicable law on the average daily principal balance of purchases and cash advances on the account. The **ANNUAL PERCENTAGE RATE** as of **February 22, 2010 is 7.25% to 14.25% for the VISA PLATINUM and 8.25% to 15.25% for the VISA REWARDS**. Please call the Credit Union's Rate Line for more current information. An increase in the **FINANCE CHARGE** will require more minimum payments. To avoid incurring an additional **FINANCE CHARGE** on the balance of Credit Purchases reflected on this statement and on any new Credit Purchases appearing on your next statement, you must pay the New Balance shown on the periodic statement on or before the Payment Due Date. The **FINANCE CHARGES** for a billing cycle are computed by applying the daily periodic rate to the average daily balance multiplied by the number of days in the billing cycle OR the monthly periodic rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance of Credit Purchases any new Credit Purchases posted to your account and subtracting any payments as received and credits posted to your account, but excluding any unpaid **FINANCE CHARGES**. **FINANCE CHARGES** will begin to accrue on Cash Advances, including (Balance Transfers, Convenience Checks, and ATMs) from the date of the transaction. The effective **ANNUAL PERCENTAGE RATE** will differ from the corresponding **ANNUAL PERCENTAGE RATE** if cash advance fees have been included.

5. VARIABLE ANNUAL PERCENTAGE RATE (APR): The Variable **ANNUAL PERCENTAGE RATE (APR)** range for

Purchases and Cash Advances is between **7.25% to 14.25% for VISA PLATINUM** and **8.25% to 15.25% for VISA REWARDS**. Your actual **Annual Percentage Rate (APR)** will be based on your cumulative credit history. A review of your Account and credit history will be conducted quarterly each year and your APR **may be adjusted** accordingly, which could result in an increase or decrease to your total interest paid. Rates will adjust based on your credit worthiness:

Fico Score	VISA® Platinum	VISA® Rewards
760 and above	Prime +4.00%	Prime +5.00%
720-759	Prime + 4.50%	Prime + 5.50%
680-719	Prime + 5.50%	Prime + 6.50%
640-719	Prime + 8.00%	Prime + 9.00%
Zero-639	Prime + 11.00%	Prime + 12.00%

6. Available Credit Limit - You may use the card for purchases and cash advances up to your credit limit. Each purchase or cash advance reduces your available credit limit. Your payments replenish your available line of credit amount by the amount of the payment. For example, a \$200.00 principal payment replenishes \$200.00 available to your line of credit limit. The Credit Union will replenish your line of credit limit for the payment once the final payment on non-cash payments are received by the Credit Union. This means if you pay by check, the Credit Union may replenish your credit limit at the time the Credit Union receives final payment for the check from the institution upon which the check was drawn. The Credit Union can replenish your line of credit sooner at its option.

7. Fees -

A) Late Payment: You agree that a late payment fee of \$30.00 will be charged to your account if the Minimum Monthly Payment is not received by the Payment Due Date.

B) Payment by Phone: You agree there will be a \$5.00 fee for each telephone payment initiated by you or joint cardholders. You also agree that requests for payment by phone made after the due date by you or joint cardholders will be assessed a fee of \$10. (This does not include any applicable late fees.)

C) Replacement Card: You agree that you will be charged an \$8.00 fee for each replacement card that you request if the present card you have was issued within the last 24 months.

D) Stop Payment: You agree that if you are issued Convenience Checks to access your account and you

request a stop payment on that check, your account will be charged a fee \$ 32.00 for each occurrence.

E) Return Check: You agree there will be a fee of \$32.00 charge for any returned check or for any nonpayment through the Automated Clearing House (ACH).

F) Returned Convenience Check: You agree if you write a Convenience Check and that check causes the balance to exceed your credit limit, or your account is delinquent, or if the Credit Union has canceled your credit card limit, the Convenience Check will be returned and your account will be charged \$30.00 for each return.

8. Stop Payment - You can ask us to stop payment on Convenience Checks drawn on your account which we will honor to the extent there is reasonable time (which shall not be less than two (2) business days) to honor the order. All verbal requests must be accompanied by a written request within fourteen (14) days or you forfeit the right to stop payment. We will charge you a fee for each stop payment. We will not be liable for paying a check on the day we accept the stop payment request or after the stop payment has expired. A stop payment order must precisely identify the check number, date, amount of the item and payee. If the information that you give us is not correct or if you do not give us other reasonable information requested about the check, we will not be responsible if we are unable to affect the stop payment. If the Credit Union credits your Account after paying an item over a valid and timely stop payment order, you agree to assist the Credit Union if it takes legal action upon the item. You agree to hold harmless and indemnify the Credit Union against all claims, costs, attorney's fees, damages and other expenses or losses that may be incurred by the Credit Union, its employees or agents on account of a stop payment order.

9. Card Ownership - You understand that this card is the property of the Credit Union and must be returned to us immediately upon demand. You agree the Credit Union can terminate, limit or modify your right to use the card at any time in the future without notice. You agree to notify us promptly upon learning of the loss, theft or unauthorized use of the card by calling us between 9:00 AM and 5:00 PM, Eastern Standard Time, at 813-247-4414.

10. Default - You will be in default if you do not make any minimum payment or other required payment when it is due. You will be in default if we determine that your credit worthiness (which includes your ability to repay us) has become unsatisfactory due to change in employment, in the event of insolvency, or in the event of your death. You will be in default if you make any false or misleading statements in any credit application or update of credit information. You are default if you are in default with any other Credit Union

loan or obligation. If you are in default, we can demand payment of the entire balance amount that you owe under this agreement without giving you advance notice. We can accept late or partial payments or delay enforcement, without losing any of our rights under this agreement. If immediate payment is demanded, you will have to pay interest at the applicable rate until what you owe has been paid in full. If you are in default, you also agree to pay all the usual and customary costs of collection permitted by law including reasonable attorney fees. The Credit Union can exercise any other rights given by law when you are in default. If the law makes any terms of this agreement unenforceable, the other terms will remain in effect. Should you file any suit of action concerning this agreement of the enforcement thereof by the Credit Union and if the Credit Union prevails you will be responsible to the Credit Union for reasonable attorneys' fees. The Credit Union may sue the Borrower and Co-Borrowers in the city and county in which the Credit Union has its principal office in the state where the credit card was granted. This Agreement shall be construed and enforced pursuant to the laws of the State of Florida with venue lying in Hillsborough County, Florida.

11. Default APR : If you have been more than 60 days past due on two or more occasions in 9 months your APR will change to the **default ANNUAL PERCENTAGE RATE of 18.00%** and the corresponding **Monthly Periodic Rate** used to compute the **Finance Charge** will be **1.50%**. The rate will remain the default rate until such time you have made **6 consecutive** monthly payments on time and are not in any violation of this agreement. At such time the rate will convert to the current rate based on your credit score.

12. Change of Address - You will advise us promptly if you change your mailing address. All written notices and statements from the Credit Union to you will be considered given when mailed to the current address as it appears on the Credit Union's records.

13. Co-Borrowers - Each person who has signed the application or disclosure statement, or uses the Card/account will be jointly and severally obligated under this agreement.

14. Modifications - Any part of this agreement can be modified at any time, as long as the Credit Union gives you advance written notice as required by law (see # 22, Effect of Agreement). Please call the Credit Union's Rate Line or visit www.tampabayfederal.com for more current information.

15. Cancellation - You can cancel this account at any time by returning to the Credit Union, your card, along with a letter requesting that we cancel the account. However, your obligation under this agreement and any charges made prior to cancellation will continue to apply until you have paid all

the money you owe on this account. Additionally, the Credit Union can cancel this agreement at any time.

16. Card Use - You agree that the Card may not be used for any illegal transaction, including but not limited to gambling. You may use the Card issued to you to make purchases in person, and by mail or telephone from merchants and others who accept VISA cards. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program and from automated teller machines (ATMs), such as VISA ATM Network, which provide access to the VISA system. (Not all ATMs provide such access). You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM. 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.

17. Liability for Unauthorized Use - 1) If you tell us after learning of the loss or theft of the card, your liability for unauthorized transactions using the VISA system is Zero; 2) For card transactions through a non-VISA network, VISA Commercial Cards, VISA or Plus ATM, or any ATM transactions, or to cards issued outside the United States, if you tell us within two (2) business days after learning of the loss or theft of the Card, your liability for unauthorized transactions is \$50.00; 3) and for ATM transactions, \$500.00 if you do not tell us within two (2) business days; 4) if you do not tell us within sixty (60) days after the statement was mailed, you may not get any money you lost if we can prove that we could have stopped someone from taking the money had you told us in time. We may require you to provide a written statement regarding claims of unauthorized transactions. If we determine that you have been grossly negligent or fraudulent in the handling of your account or Card, your liability may increase. These rules do not apply to other electronic transfers. You will not be liable for unauthorized use that occurs after you notify Tampa Bay Federal Credit Union orally or in writing at P.O. Box 7492 Tampa Florida 33673-7492 of the loss, theft, or possible unauthorized use.

18. 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 we will post 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 6 months.

19. 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 will be determined in accordance with the operating regulations established by VISA U.S.A. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is either (A) the wholesale market rate or (B) the government-mandated rate, whichever is applicable, in effect one day prior to the processing date, increased two (2.0%) percent. The currency conversion 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.

20. 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.

21. Security Interest - To secure your Account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through use of the Card. If you default, we will have the right to recover any of these goods that have not been paid for through our application of your payments. You pledge all share and/or deposits (including amounts in draft accounts) and payments and earnings thereon which you now or hereafter may have with us, whether held jointly, individually or in trust, as security for any and all monies advanced or purchases made by use of the Card and any interest accrued thereon. Upon default you authorize us to take what you owe us out of any such account (except Individual Retirement Accounts) you have with us.

22. Effect of Agreement - This Agreement is the contract that 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 any advance written notice required by law. Any amendment to this Agreement will take effect on the day it is mailed unless advance notice is 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.

23. Statements and Notices - Statements and notices will be mailed to you at the most recent address you have given the

Credit Union. Notice sent to any one of you will be considered notice to all of you.

24. Invalidity of Provisions and Captions - If any provision of this Agreement is deemed invalid the rest of this Agreement will remain in full force and effect. The paragraph headings are for convenience only and do not form a part of this Agreement.

YOUR BILLING RIGHTS (Keep This Notice for Future Use)

This notice contains important information about your rights and 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) at the address listed on the bill. Write to us as soon as possible. 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. 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 unsure about.

If you have authorized us to pay your credit card bill automatically from your savings 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.

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 finance 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 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 finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance 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 refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$ 50.00 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 the 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 \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

TBFCU02222010