

## ***Credit Card Agreement and Disclosure Statement***

---

This is your Credit Card Agreement and Disclosure Statement. Please read it and keep it for your records. You do not have to sign it. It automatically becomes effective once the card is used, or if you do not close the account within thirty (30) days after the date of the letter to you indicating you were approved for the card. It sets out the terms for your use of a TruMark Financial® Credit Union credit card. The combination of terms that could apply to you will differ depending on the specific credit card offer and on your credit worthiness at the time of application. Not all offers will contain introductory rates. Please refer to the Disclosure Table within this document for specific terms and rates for your card type.

### **1. DEFINITION OF TERMS.**

In this agreement the words “applicant” and “co-applicant” mean the person(s) who signed the application or whose information was provided on the application for the card; the words “you,” “your” and “yours” mean the applicant and co-applicant, if any, and any other person an applicant permits to use a card issued under the agreement; the words “we,” “us” and “ours” refer to TruMark Financial Credit Union (TruMark Financial), its successors and assigns. The word “card” means the VISA card or cards we issue under this agreement and Disclosure Statement. The word “account,” unless the context clearly indicates otherwise, means the VISA credit card revolving line of credit account established by this Agreement and Disclosure Statement.

### **2. ACTIVATING CARD, SIGNING CARD, AUTHORIZED USERS, ACCESS**

- a) In order to use the card you must first activate the card by calling the telephone number accompanying the card. You must sign your name on the signature panel on the card. You should sign the card as soon as it is received to protect you and us from any unauthorized use. Each person who uses a card with an Applicant’s permission is also bound by this Agreement and Disclosure Statement. You should ensure that any other person you authorize to use the account or a card has read and understood this Agreement and Disclosure Statement because you are liable for their use of any card and any charges they incur on the account. Once you (including any permitted user) use the card, this Agreement and Disclosure Statement will automatically become effective. It also will become effective if you do not close your account within thirty (30) days from the date of your approval. By using or authorizing the use of the account, any card, or any preprinted loan drafts we provide to you, or by signing the back of the card or any preprinted loan drafts we provide to you, you agree to the terms of this Agreement and Disclosure Statement. You also authorize us to obtain credit bureau reports in connection with extensions of credit or the review or collection of your account. If you ask we will tell you the name and address of each credit bureau from which we obtained a report about you.
- b) You acknowledge and agree by signing up for online banking and/or Account Management by Phone that any person whom you have authorized or will authorize to have rights in and to your account, such as a joint-owner, and/or any person to whom you have allowed access to your password is deemed to be an authorized user (each person sometimes being hereinafter referred to as an authorized user) with respect to online banking and/or Account Management by Phone. An authorized user shall include joint members/owners presently on your membership account and joint member/owners added in the future. Any such authorized user shall have the full right and ability to access your account, including the ability to request a cash advance or other borrowing transaction through online banking and/or Account Management by Phone, regardless of whether any such authorized user is a co-borrower or otherwise appears on the account or applicable loan application. Transactions by any such authorized user will be considered

authorized transactions for which you and any co-borrower on will be jointly liable. For a full definition of online banking, see our Online and Mobile Service Agreement at [www.trumarkonline.org](http://www.trumarkonline.org).

### 3. PURCHASES AND CASH ADVANCES.

- a) You can use the card to purchase goods and services wherever the VISA card is honored. You may also make up to four (4) ATM withdrawals (instant cash loans) totaling no more than \$1010 per day at any financial institution or VISA automated teller machine.
- b) You also may use the card to obtain cash advances, and you may obtain cash advances with loan drafts if we make them available, all subject to the terms of this Agreement and Disclosure Statement. As used in this Agreement and Disclosure Statement, cash advances includes loan checks drawn on your account, any overdrafts for your checking or share draft account with us, other advances to you by any financial institution including us and balance transfers. **FINANCE CHARGES** will accrue on each cash advance from the date it is posted to your account.
- c) You authorize us to make cash advances in order to pay insufficient funds and overdraft fees to your share draft/checking account. Advances to pay insufficient funds and overdraft fees will be treated as cash advances.
- d) You may not make a purchase or cash advance that will increase your account balance, including any accrued **FINANCE CHARGE** or other fees, above the amount of your approved line of credit.
- e) We are not responsible in any way for refusals by merchants or financial institutions to honor the card for purchases or for cash advances, except as provided by applicable law and regulations. Cash refunds will not be made to you by merchants honoring the card. Instead, the merchant will issue you a credit, which will appear on your monthly statement. A description of that monthly statement appears below.
- f) If you incur a charge in a foreign currency, the charge will be converted by VISA International into a U.S. dollar amount. VISA International will use the procedures set forth in its Operating Regulations in effect at the time that the transaction is processed. Currently, those regulations provide that the currency conversion rate to be used is either:
  1. a wholesale market rate or
  2. a government-mandated rate in effect one day prior to the processing date, increased by an international reimbursement rate of one percent (2%) in each case.

The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

### 4. LOAN DRAFTS

- a) If we approve, you may obtain advances under your account by writing preprinted loan drafts that we supply to you. We do not require that loan drafts be in minimum amounts. Your use of a loan draft will be treated as a cash advance, with **FINANCE CHARGES** accruing from the date the draft is posted to your account, and will be shown as a cash advance on your monthly statement. We may refuse to pay your loan draft for any of the following reasons:
  - if it is postdated,
  - if payment of the draft will exceed your credit limit,
  - if it is signed by a person without authorized access,
  - if your credit privileges under the account have been terminated or suspended for any reason, or
  - if any drafts have been reported lost or stolen.
- b) Our liability for a wrongful dishonor is limited to your actual losses; however, a dishonor for the reasons stated above is not a wrongful dishonor.
  - a. We will charge you the following **FEES** related to loan drafts: **Up to \$32** for each stop payment request, a stop payment request on a series of checks, or each loan check, negotiable order of withdrawal, or draft that we

must return to the presenter for any reason; for example, because it would draw on your account over your credit limit or if your account has been closed.

- c) You may stop payment on a loan draft by calling us or writing us at the telephone number or address shown in the paragraph below titled, "How to Contact Us." You must provide us with the check number, dollar amount, and payee exactly as they appear on the loan draft. If you give us incorrect information, we will not be responsible for failing to stop payment. We also will not be responsible to honor the stop order unless you give it to us in the manner described in this Agreement and Disclosure Statement and at such time as to afford us a reasonable opportunity to act on it before we have paid the loan draft. If you contact us by telephone, your stop payment order will only be good for 14 calendar days unless before the end of that period you give us the stop payment order in writing. A written stop payment request expires six (6) months after the date we accept your stop payment order unless you renew it in writing within two (2) weeks prior to the end of that period.
- d) If you post-date a loan draft, we may honor the loan draft immediately upon presentment or return it unpaid, at our election, without in either case waiting until the date shown on the loan draft. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

## 5. GRACE PERIOD

The grace period on purchases is 28 days, meaning that no **FINANCE CHARGE** will be imposed on new purchases if they are paid in full within 28 days after the close of the monthly billing period. There is no grace period for cash advances. **FINANCE CHARGES** begin to accrue on a cash advance on the date it is posted to your account; and must be paid even if you pay the entire balance on the account in full by the payment due date.

## 6. REPAYMENT

- a) You must pay us in United States dollars, all amounts charged and borrowed by the use of the card together with **FINANCE CHARGES** and any other charges and fees provided for in this Agreement and Disclosure Statement.
- b) Payments may be made in cash, in-person at TruMark Financial's offices or branches, electronic funds transfers, or by check or other negotiable instrument payable to TruMark Financial if payable at a domestic financial institution or a domestic office of a foreign financial institution. Payments made through the mail in the form of cash, third party checks, or other negotiable instruments are not accepted.
- c) You may not use a loan draft or any other cash advance to make a payment under this Agreement and Disclosure Statement, or any other credit account you may have with us.
- d) In accordance with applicable law, we will apply your payment to your indebtedness to us at the time the payment is made. Any payment you make in excess of any required minimum payment will not affect your obligation to make future required minimum payments calculated in accordance with this Agreement and Disclosure Statement, so long as any balance is outstanding.
- e) Payments received by 5:30 p.m. on any business day will be credited on that day. If a payment is received after 5:30 p.m. or on a non-business day the payment will be credited on the next business day.
- f) We may accept late payments, partial payments, or checks, money orders, other negotiable instruments or payments marked "Payment in full" without losing any of our rights under this Agreement and Disclosure Statement.

## 7. REQUIRED MINIMUM PAYMENT

You may pay your account balance in full at any time without penalty. If you do not wish to pay the total new balance outstanding for both cash advances and purchases, you must pay at least the required minimum payment by the payment due date to avoid being in default. The required minimum payment is based on the total of your outstanding VISA account balance, finance and other applicable charges, and any additional amount past due at the end of each billing period. The required minimum payment is the total of:

- 2.25% of your new balance (as defined below), but not less than a minimum amount of \$25.
- Plus, any amount you owe in excess of your credit limit

To determine your new balance, we take the outstanding balance on your account at the beginning of the billing period, add any new purchases and cash advances, subtract any new payments and credits received, make any required adjustments (for example, corrections of prior miscalculations), and add applicable **FINANCE CHARGES** and fees.

## 8. MONTHLY STATEMENT

We will send you a statement at the end of each monthly billing period. The statement will set out the following information:

- The account balance at the end of the last prior billing period
- Any payments received by us during the billing period
- Any other debits or credits to your account made by or received by us during the billing period
- All of your purchases and cash advances received by us during the billing period
- FINANCE CHARGES** and fees, if any
- Any adjustments
- The new account balance
- The required minimum payment required under this agreement
- The date that your payment is due
- The periodic rate for the billing period
- The **ANNUAL PERCENTAGE RATE**
- Toll-free telephone number, internet address and website to obtain payoff information
- Examples of length of time to payoff balance when making a minimum payment only
- Current and year-to-date fee totals

## 9. PERIODIC RATES AND CALCULATION OF FINANCE CHARGES

(a) Cash Advances (including Balance Transfers).

### Introductory Rate

Not all offers will contain introductory rates. Please refer to the Disclosure Table within this document for specific terms and rates for your card type.

For an introductory period after you receive your credit card (the “Cash Advance Introductory Period”), the **ANNUAL PERCENTAGE RATE** for cash advances (including balance transfers) may be a lower rate than the **PERMANENT ANNUAL PERCENTAGE RATE**. After the introductory period, the **PERMANENT ANNUAL PERCENTAGE RATE** will apply to all cash advances (including balance transfers), including those posted during the introductory period. A description of the cash advance introductory period and a disclosure of the **INTRODUCTORY ANNUAL PERCENTAGE RATE** and the **PERMANENT ANNUAL PERCENTAGE**

**RATE** for cash advances are contained in the Disclosure Table that accompanies this Agreement and Disclosure Statement. The Disclosure Table is made part of this Agreement and Disclosure Statement, and you should keep a copy with this Agreement and Disclosure Statement.

The Introductory Rate is not available to (i) members that have an existing TruMark Financial credit card at the time of application, (ii) members that had a TruMark Financial credit card within 180 days of the time of application, or (iii) members that apply when an intro rate is not currently offered.

TruMark Financial Credit Union

### Permanent Rates

After <sup>4</sup> your cash advance introductory period, the **ANNUAL PERCENTAGE RATE** applicable to cash advances

(including balance transfers) will become a variable rate that will be adjusted monthly and will be the sum of an index plus a margin. The index will be an annual rate equal to the highest prime rate published in the money rates section of The Wall Street Journal (Eastern Print Edition) on the first day of each calendar month of each year; or if The Wall Street Journal does not publish the prime rate on the first day of a calendar month, the highest rate most recently published as the prime rate in The Wall Street Journal (Eastern Print Edition) before that date. If the index increases at the beginning of any month, your **ANNUAL PERCENTAGE RATE** and monthly periodic rate will increase for the monthly billing period beginning on or after that date. The **ANNUAL PERCENTAGE RATE** may not increase above 18.00% (a monthly periodic rate of 1.50%). If the **ANNUAL PERCENTAGE RATE** increases, your monthly payments and minimum payment will increase and it will take you longer to pay what you owe. **The margin will be 2.74% to 13.74% per year, depending on our review of your application and credit history.**

#### Calculating FINANCE CHARGE on Cash Advances

A **FINANCE CHARGE** is imposed on a cash advance from the date the cash advance is made until the date it is fully paid. We calculate the **FINANCE CHARGE** on cash advances by applying a monthly periodic rate corresponding to the applicable **ANNUAL PERCENTAGE RATE** to the applicable portion of the cash advance average daily balance. To get the cash advance average daily balance, we take the beginning unpaid balance of cash advances each day, (excluding the billing date of the previous cycle and including the billing date of the current cycle), add any new cash advances and subtract any payments or credits. When we subtract any payments or credits, we apply them first against other fees and charges you owe us, then against unpaid **FINANCE CHARGES**. After paying all fees, charges and **FINANCE CHARGES**, we apply any remaining payments and credits to your outstanding balances of cash advances. This gives us the daily cash advance balance. We then add up all of these daily cash advance balances for the monthly billing period and divide the total by the number of days in the monthly billing period. This gives us the cash advance average daily balance. The monthly periodic rate for cash advances is determined by dividing the **ANNUAL PERCENTAGE RATE** (APR) by 12.

#### (b) Purchase

##### Introductory Rate

Not all offers will contain introductory rates. Please refer to the Disclosure Table within this document for specific terms and rates for your card type.

For an introductory period after you receive your credit card (the “Purchases Introductory Period”), the **ANNUAL PERCENTAGE RATE** for purchases may be a lower rate than the **PERMANENT ANNUAL PERCENTAGE RATE**. After the introductory period, the **PERMANENT ANNUAL PERCENTAGE RATE** will apply to all purchases, including those posted during the introductory period. A description of the Purchases introductory period and a disclosure of the **INTRODUCTORY ANNUAL PERCENTAGE RATE** and the **PERMANENT ANNUAL PERCENTAGE RATE** for purchases are contained in the Disclosure Table.

The Introductory Rate is not available to (i) members that have an existing TruMark Financial credit card at the time of application, (ii) members that had a TruMark Financial credit card within 180 days of the time of application, or (iii) members that apply when an intro rate is not currently offered.

##### Permanent Rates

After any purchase introductory period, the **ANNUAL PERCENTAGE RATE** applicable to purchases will become a variable rate that will be adjusted monthly and will be the sum of an index plus a margin. The index will be an annual rate equal to the highest prime rate published in the money rates section of The Wall Street Journal (Eastern Print Edition) on the first day of each calendar month of each year (or if The Wall Street Journal does not publish the prime rate on the first day of a calendar month, the highest rate most recently published as the prime rate in The Wall Street Journal (Eastern Print Edition) before that date). If the Index increases at the beginning of any month, your **ANNUAL PERCENTAGE RATE** and monthly periodic rate will increase for the monthly billing period that begins on or after that date. The **ANNUAL PERCENTAGE RATE** may not increase above 18.00% (a

monthly periodic rate of 1.50%). If the **ANNUAL PERCENTAGE RATE** increases, your monthly payments and minimum payment will increase and it will take you longer to pay what you owe in full. **The margin will be 2.74% to 13.74% per year, depending on our review of your application and credit history.**

#### Calculating FINANCE CHARGE on Purchases

No **FINANCE CHARGE** will be charged on new purchases if you pay your entire new balance shown on your monthly statement by the payment due date shown on the statement (28 days after the close of the monthly billing period covered by your monthly statement showing the new purchases). If you do not pay your entire new balance by the payment due date, a **FINANCE CHARGE** will be imposed on each new purchase from the date of the purchase. **FINANCE CHARGES** will continue to accrue on purchases until we receive payment of the total balance of purchases. We figure the **FINANCE CHARGE** on purchases by applying a monthly periodic rate corresponding to the applicable **ANNUAL PERCENTAGE RATE** to the "Purchase Average Daily Balance." To get the purchase average daily balance, we take the beginning balance of purchases each day (excluding the billing date of the previous cycle and including the billing date of the current cycle), add any new purchases, and subtract any payments or credits. When we subtract any payments or credits, we apply them first against other fees and charges you owe us, then against unpaid **FINANCE CHARGES**. After paying all fees, charges and **FINANCE CHARGES**, we apply any remaining payments and credits to your outstanding balances of purchases. This gives us the daily balance of purchases. Then we add up all the daily balances of purchases for the monthly billing period and divide the total by the number of days in the monthly billing period. This gives us the Purchase Average Daily Balance. The monthly periodic rate for purchases is determined by dividing the **ANNUAL PERCENTAGE RATE (APR)** by 12.

Once we have calculated the **FINANCE CHARGES** on cash advances as described above, and the **FINANCE CHARGES** on purchases as described above, we total those results to get your total **FINANCE CHARGES** for a monthly billing period.

The **ANNUAL PERCENTAGE RATE** will not at any time exceed 18.00% per year, or, if lower, the highest allowable rate for this type of agreement as determined by applicable Federal or State Law.

- (c) You may obtain our current periodic rates by calling TruMark Financial at (215) 953-5353 or by visiting TruMark Financial's website at [www.trumarkonline.org](http://www.trumarkonline.org).

## 10. JOINT ACCOUNT

If a VISA card is issued for a joint account, each of you will be jointly and severally liable under the terms of this Agreement and Disclosure Statement.

## 11. SECURED VISA

If the terms of the account application requires collateral, you will be required to pledge from a share account with TruMark Financial, 100% of the approved credit limit. This is more fully described in the Assignment of Deposit Agreement which you will be required to execute in order to be approved for an account.

## 12. RULES AFFECTING YOUNG CONSUMERS

We will not open a credit card account for any member less than 21 years of age unless the member has submitted an application with the following:

- a) Financial information indicating he/she has an independent ability to make the required minimum periodic payments on the extension of credit in connection with the account, OR
- b) A signed agreement of a cosigner, guarantor, or joint applicant who is at least 21 years of age to be either secondary liable for any debt on the account incurred by the member before the member has attained the

- age of 21; or jointly liable with the member for any debt on the account, AND
- c) Financial information indicating such cosigner, guarantor, or joint applicant has the ability to make the required minimum periodic payments on such debts, consistent with the agreement and disclosure statement of the account.

After a credit card account has been opened to any member less than 21 years of age in accordance with the above, no increase in the credit limit will be made on such account before the member attains the age of 21 unless the cosigner, guarantor, or the joint account holder (who has assumed liability) at the account opening, agrees in writing, to assume liability on the increase to the credit limit.

### **13. CREDIT LIMIT**

We will set the credit limit on your account and may change it from time to time. If we change your credit limit, we will notify you 45 days prior to any change. We may notify you of credit limit changes on your monthly statement. The total amount outstanding on your account must always remain below the credit limit. If your unpaid balance ever exceeds your credit limit, you agree to pay the excess on demand. Your initial credit limit is stated on the letter to you indicating that you were approved for the card.

### **14. AUTHORIZATIONS**

You agree that any purchase or cash advance may be subject to prior authorization by us or by a VISA authorization center. Prior authorization may involve limitations on frequency or use of the VISA card or dollar limitations on purchases or cash advances that are established for your protection.

### **15. LOST OR STOLEN CARD; LIABILITY FOR UNAUTHORIZED USE**

Contact TruMark Financial at once if you believe your VISA card has been lost or stolen or you think someone has or may use it without your permission. Do not use the card once you have notified us, even if you locate it. You may be liable for the unauthorized use of your card. You will not be liable for unauthorized use that occurs after you notify TruMark Financial at 335 Commerce Drive, P.O. Box 8127, Fort Washington, PA 19034, (215) 953-5353, or 1-877-TRUMARK, during normal business hours, weekdays 8 a.m. to 8 p.m., Saturdays and Sundays 9 a.m. to 1 p.m.; excluding holidays, or 1-888-822-2419 anytime outside normal business hours; orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.

### **16. OTHER FEES AND CHARGES**

A **\$25** late payment **FEE** will be charged for payments on your Visa credit card received more than five (5) days after the due date. One (1) late payment fee may be refunded for Smart Start credit cards only. We may charge you a **\$5** fee for copies of any statements or other documents you request. A Foreign Transaction **FEE** of **2%** of the amount of your transaction in U.S. Dollars will be charged. There is an express delivery **FEE** of **\$25** for expedited delivery of a replaced card. If research of any kind is completed on your account, there will be a charge of **\$45** per hour. TruMark Financial may from time to time, upon such written notice to you as its Board of Directors or applicable law may provide, impose any other charge or **FEE**. For full explanation of these fees and charges, see our Service Fee Disclosure at [www.trumarkonline.org](http://www.trumarkonline.org).

### **17. DEFAULT**

You will be in default if you fail to make a required minimum payment on time, exceed your credit limit, break one of your promises under this agreement, have made a material misrepresentation to us in connection with this account, you breach any other agreement you may have with us, or are delinquent on any other obligation to us. You will also be in default if you die or become the subject of an insolvency, bankruptcy, or incompetency proceeding. If you are in default, we can close your account and require immediate payment of your entire account balance.

If you have granted us a security interest in any individual and joint share and/or deposit accounts you have with us, now and in the future, to secure what you owe under this Agreement and Disclosure Statement, as provided in a separate assignment of deposit account, we may exercise certain rights after you default as described hereafter. When you are in default of any of your obligations under this Agreement and Disclosure Statement as it is amended or modified, you authorize us to apply the balance in these accounts to any amounts due under the account. Shares and deposits in an Individual Retirement Account (IRA), and any other account that would lose special tax treatment under state or Federal law, if given as security, are not subject to the security interest you have given in your shares and deposits.

You will be responsible for paying all overdraft advances obtained by you or a joint holder of the share draft account. In addition to the loan covered by this Agreement and Disclosure Statement, this Agreement and Disclosure Statement secures all amounts you owe to lender, whether owed now or later. This means that every loan you have now or obtain later with lender is secured by this Agreement and Disclosure Statement. This Agreement and Disclosure Statement also secures all other amounts and obligations that you may owe to lender (such as an overdraft on a checking account).

## 18. COLLECTION COSTS AND ATTORNEY FEES

If after a default we refer this account to a collection agency or an attorney, you will have to pay reasonable collection or attorney fees plus any actual court or other costs paid to collect the amount you owe us.

## 19. DELAY IN ENFORCEMENT

We can delay enforcement of any of our rights under this Agreement and Disclosure Statement without losing them.

## 20. CLOSING YOUR ACCOUNT OR SUSPENDING ADVANCES

You may close your account at any time by notifying us in writing, returning the card cut in half and paying the full account balance in accordance with the terms of this Agreement and Disclosure Statement. We may suspend your card, loan draft or any other credit privileges under the account at any time without prior notice, for any reason. If we close your account, we will mail or deliver a 45 day advance notice. If we close your account or suspend your credit privileges, except to the extent required by law we will not be liable to you or anyone else for any outstanding card charges or loan drafts we refuse to pay. Even if we close your account, you must still pay the account balance and any additional **FINANCE CHARGES**. If we ask, you must return all cards and all unused loan drafts issued under this Agreement and Disclosure Statement, cut in half. We may issue a different card or different loan draft forms at any time without notice, and if we do so you agree to use only the new forms.

## 21. CHANGING TERMS OF AGREEMENT

**We can change the terms of this Agreement and Disclosure Statement at any time. If we do so we will mail or deliver to you a copy of these changes.** We may give you written notice of changes in terms by printing it on your monthly statement, including it with your monthly statement, or by sending you a separate notice. If by a separate agreement you authorize or have authorized notices by electronic mail or other electronic means, we may send you notice by those electronic means and such notices will be deemed written notices for purposes of this Agreement and Disclosure Statement. When the change(s) become effective they will apply to the total balance of your account. If the changes involve the circumstances under which the **FINANCE CHARGE** or any other fees will be imposed, any increase in the **FINANCE CHARGE** or a change in the method of determining the **FINANCE CHARGE** or any other charge, your billing error rights, or an increase in your minimum monthly payment, we will give you written notice of the change at least 45 days before the monthly billing period in which the change becomes effective. Any such change which involves an increase in the **FINANCE CHARGE** or the imposition or increase of any other fee or charge will not apply to your account unless you (including any authorized user) use the card after the effective date of such change. If you do not wish to accept the change you may return all card(s) to us cut in half and you can then

continue to pay the balance in your account under the terms of the Agreement and Disclosure Statement in effect before the change.

## **22. PROHIBITED USES OF THE CARD AND ACCOUNT**

You must not use the card or account

- 1) for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the United States or any other country where the card is used or where goods or services are provided;
- 2) if the card has been suspended or cancelled;
- 3) if the card is found after having been reported as lost or stolen; or
- 4) if a petition for bankruptcy is filed or if you do not honestly expect to be able to make the minimum required repayment in full on receipt of your monthly statement.

## **23. CHANGE OF ADDRESS**

If you move, you must give us your new address in writing. If you delay in notifying us of a new address, any notices and statements we send to your old address before we have had a reasonable time to process any address change you give us will still be valid, even if you do not receive them.

## **24. UPDATING & DISCLOSING FINANCIAL INFORMATION**

You will provide facts to update information contained in your original account application or other financial information related to you at our request. You also agree that we may, from time to time, as we deem necessary, make inquiries pertaining to your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that we may give information about the status and payment history of your Account to consumer credit reporting agencies, and/or others who may properly receive such information.

## 25. ARBITRATION OF DISPUTES AND CLAIMS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION PROVISION SUBSTANTIALLY LIMITS OR AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY. NEITHER PARTY WILL HAVE THE RIGHT TO HAVE A JURY DECIDE ANY CLAIM OR DISPUTE AND THE ABILITY OF EACH PARTY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER. MOREOVER, NEITHER PARTY OR ANYONE ACTING ON THEIR BEHALF CAN PURSUE A CLAIM OR DISPUTE IN A CLASS OR REPRESENTATIVE ACTION.

Arbitration is a method of deciding disputes outside the court system. The parties agree and understand they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This arbitration provision (the "Arbitration Provision") governs when and how any disputes you and we may have will be decided. All disputes, claims, or controversies arising from or relating in any way to the agreements, relationships, accounts, including any applications and prior relationships between you and us; the relationships which result or arise as a result of this Agreement and Disclosure Statement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in any bankruptcy or other insolvency proceeding specifically involving the parties' rights under their agreements, valuation of any collateral, the validity or enforceability of any security interest (including any interest by way of cross-collateralization or a pledge of shares) or any ancillary proceedings that are not exclusively within the jurisdiction of the United States Bankruptcy Courts; or the validity of this clause (collectively, the "Applicable Agreements"), shall be resolved by binding arbitration by a single arbitrator chosen with the consent of both parties. The arbitrator must be an attorney with more than 10 years' experience or a retired judge. If for any reason the parties do not consent to an arbitrator within 30 days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association (the "AAA"). This arbitration provision is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act (the "FAA") at 9 U.S.C. §1, *et seq.*, as amended from time to time. It is understood and agreed this Agreement and Disclosure Statement, your account, all transactions related to your account, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the Arbitration Act for the State set forth in this Agreement and Disclosure Statement, as amended from time to time, in which case all references to the FAA herein shall be to said State Act. If the State has no Arbitration Act, then the parties will be governed by the Rules of the American Arbitration Act in any matter not involving Interstate Commerce. The parties agree and understand that the arbitrator shall have all power provided by the law and this arbitration provision to make and enter findings of fact and determination of judgment based on the applicable agreements and applicable law, including but not limited to, the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify, any of the terms of the applicable agreements. The arbitrator shall be bound by the facts and evidence submitted to him or her. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the American Arbitration Act, and the arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or applicable State Law, except for any specific appeal right regarding a judgment under the FAA or a judgment in excess of \$100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All of the terms of this arbitration provision will apply to such three-arbitrator panel. Judgment upon the award rendered may be entered in any court having jurisdiction.

TruMark Financial Credit Union

THE PARTIES AGREE AND UNDERSTAND ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORD WITH THIS ARBITRATION PROVISION.

Notwithstanding anything herein to the contrary, TruMark Financial retains an option to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the Applicable agreements between the parties, to enforce all monetary obligations by you to TruMark Financial so long as there is no dispute, or to foreclose on any collateral securing your obligations to us by way of replevin, claim and delivery, or otherwise. The initiation and maintenance of an action for judicial relief in a court on the foregoing terms shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this arbitration provision, including the filing of a counterclaim in a suit brought by TruMark Financial pursuant to this provision.

Any arbitration proceeding will take place in the federal judicial circuit where you live. If you cannot afford to pay the fees charged by the arbitrator or any panel for an appeal as provided herein, we will consider in our sole discretion any reasonable written request by you for us to pay the fees. We will pay any fees or costs specifically required by applicable law. However, each party must bear the expense of that party's attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this arbitration provision and the rules of the AAA, in which case this arbitration provision shall govern. Any costs we pay in order for you to bring a proceeding hereunder are subject to being awarded to us upon a ruling or award by the arbitrator which is favorable to TruMark Financial. The AAA and other legal assistance services may be able to refer you to legal assistance from government or non-profit organizations that provide assistance to those who can show a financial need for such assistance.

## **26. SEVERABILITY**

If any provision of this Agreement and Disclosure Statement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions hereof shall remain in full force and effect. Any provision of this Agreement or Disclosure Statement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

## **27. WHAT LAW APPLIES**

This Agreement and Disclosure Statement is made in the Commonwealth of Pennsylvania and will be governed by Pennsylvania law except in those instances where Federal Law controls.

## 28. HOW TO CONTACT US

You may contact us at the following address and phone number:

TruMark Financial Credit Union  
335 Commerce Drive, P.O. Box 8127  
Fort Washington, PA 19034  
(215) 953-5353

## 29. 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.

### 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:

TruMark Financial Credit Union  
Attn: Visa Department  
335 Commerce Drive, P.O. Box 8127  
Fort Washington, PA 19034

In your letter, give us the following account information:

- Your name and account number
- Dollar amount: The dollar amount of the suspected error; and
- 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; and
- 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 interest on that amount.
- While you do not have to pay the amount in questions, 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, any interest, 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 interest 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 for the amount you question even if your bill is correct.

### **Your Rights If You Are Dissatisfied With your Credit Card Purchases**

If you are dissatisfied with the goods or services you have purchased with your 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 purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase prices must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

TruMark Financial Credit Union  
Attn: Visa Department  
335 Commerce Drive  
P.O. Box 8127  
Fort Washington, PA 19034

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

## **LOST OR STOLEN CARD**

If your TruMark Financial VISA card has been lost or stolen or an unauthorized transfer from your account has occurred or may occur, please contact one of the following phone numbers:

(215) 953-5353 or 1-877-TRUMARK during normal business hours, weekdays 8 a.m. to 8 p.m., Saturdays and Sundays 9 a.m. to 1 p.m.; excluding holidays, or 1-888-822-2419 outside normal business hours. You may also confirm such information about your lost or stolen VISA card by writing to:

TruMark Financial Credit Union  
Attn: Visa Department  
335 Commerce Drive, P.O. Box 8127  
Fort Washington, PA 19034

## Disclosure Table

<b>Interest Rates and Interest Charge</b>	
<p><b>Annual Percentage Rate* (APR) to Purchases, Balance Transfers, Convenience checks, and Cash Advances</b></p> <p><b>Platinum Visa:</b></p> <p><b>Classic Visa:</b></p> <p><b>Rewards Visa, and Smart Start Visa:</b></p> <p><b>Cash Back Visa Signature:</b></p>	<p>The APRs (other than the introductory APR) will vary with the market based on the Prime Rate.</p> <p>Your APR will be <b>13.49% to 17.99%</b> depending on our review of your application and credit worthiness.</p> <p>Your APR will be <b>11.24% to 17.99%</b> depending on our review of your application and credit worthiness.</p> <p>Your APR will be <b>14.24% to 17.99%</b> depending on our review of your application and credit worthiness.</p> <p>Your APR will be <b>16.24% to 17.99%</b> depending on our review of your application and credit worthiness.</p>
<b>Penalty APR and When it Applies</b>	<b>None</b>
<b>Paying interest</b>	Your due date is 28 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>Minimum Interest Charge</b>	<b>None</b>
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about the factors to consider when applying for our using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
<b>Fees</b>	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• Balance Transfer</li> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul>	<p><b>None</b></p> <p><b>None</b></p> <p><b>2%</b> of the amount of your transaction in U.S. Dollars.</p>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Over-the-Credit Limit</li> <li>• Returned Payment</li> </ul>	<p>Up to <b>\$29</b> Charged <b>5 days</b> after the due date**</p> <p><b>N/A</b></p> <p>Up to <b>\$15</b></p>

<b>Other Fees</b> <ul style="list-style-type: none"> <li>• <b>Express delivery of card:</b> \$25</li> <li>• <b>Copies of Statements</b> \$5</li> <li>• <b>Stop Payment</b> Up to \$32 per request or series of checks.</li> <li>• <b>Research Fee</b> \$45 per hour</li> </ul>	
--	--

**How We Will Calculate your Balance:** We use a method called “average daily balance (including new purchases).” See your account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account Agreement and Disclosure Statement.

\*For more details on how the **ANNUAL PERCENTAGE RATE**, “Index” and “Margin” are determined and the impact of any increase, see the section of this Agreement titled, “Periodic Rates and Calculations of Finance Charges.”

\*\*If you have a Smart Start Visa you are entitled to a one-time late payment forgiveness which will be automatically credited to your account upon the assessment of your first late fee. No further late fee forgiveness will be given.

## AMENDMENT TO CONSUMER CREDIT CONTRACT – MILITARY LENDING ACT

This document hereby amends your consumer credit contract by adding the following to it and, if applicable, deleting the existing provision, “Important Disclosures for Active Members of the Military and their Dependents” currently contained in your consumer credit contract:

### IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS:

The Military Lending Act applies to this account if at the time you establish the account you are an active member of the military or a dependent (as defined in the Military Lending Act, 10 U.S.C. 987 and implementing regulations). The following terms and conditions amend your agreement and apply during any period(s) in which you are active military or a dependent under those definitions. They do not apply when you are not an active duty member of the military or a dependent:

1. **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 or debt protection fees; fees for ancillary products sold in connection with the credit transaction; any application fee or participation fee unless they are credit card fees which are bona fide and reasonable under the MLA. To receive this notice verbally, please call toll-free 1-877-878-6275, Option 9.
2. Your account is not subject to mandatory arbitration and therefore any reference to mandatory arbitration in connection with this account does not apply.
3. If you are a Louisiana resident, any Louisiana-specific provisions that may be contained in any Security Agreement do not apply to this loan.

All other terms and conditions of your account remain unchanged and in full effect.