

# VISA CREDIT AGREEMENT - KEEP FOR YOUR RECORDS

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>8.90% or 10.50%</b> based on your creditworthiness.
<b>Annual Percentage Rate (APR) for Cash Advances</b>	<b>8.90% or 10.50%</b> based on your creditworthiness.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charges</b>	None.

For credit card tips and to learn more about factors to consider when applying for or using a credit card, visit the website of Consumer Financial Protection Bureau at: <http://www.consumerfinance.gov/learnmore>

Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	
<b>Cash Advance</b>	<b>None</b>
<b>Balance Transfer</b>	<b>None</b>
<b>Foreign Transaction</b>	<b>1.00%</b> of each multiple currency transaction in U.S. dollars. <b>2.00%</b> of each single currency transaction in U.S. dollars.
<b>Penalty Fees</b>	
<b>Late Payment</b>	<b>\$15.00</b>
<b>Over the Credit Limit</b>	<b>None</b>
<b>Returned Payment</b>	<b>\$25.00</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)."

**Effective Date.** The information about the costs of the card described in this application is accurate as of **March 1, 2013**. This information may have changed after that date. To find out what may have changed, contact the Credit Union

## OTHER DISCLOSURES

Late Payment Fee **\$15.00** Rush Fee **\$35.00** Emergency Card Replacement Fee **\$100.00**

In this Agreement the words "You" and "Your" mean each and all of those who apply for the Card, who use the Card or the Account, who sign a card or who sign this Agreement jointly and severally. "Card" means the VISA Credit Card and any duplicates and renewals We issue. All primary cardholders must be members of New Horizons Credit Union. Any joint cardholder or authorized user who is not a member of New Horizons Credit Union must provide full identification including Social Security Number, Date of Birth, and valid driver's license, passport, or other approved identification before being issued a card. "Account" means Your VISA Gold or VISA Classic Credit Card Line of Credit Account with Us. "We" "Us" and "Our" mean New Horizons Credit Union "Use of the Card" or "Use the Card" shall include but, not be limited to any use of the actual Card, the number presented on the Card, or any other mechanism used to purchase something or some service, make a cash advance, make a balance transfer, or otherwise cause a charge on the Account. Your application will be considered to be for the type of VISA Credit Card indicated by You on the application, if You apply for a VISA Gold Card and You do not qualify for the VISA Gold Card We will consider Your application an application for a VISA Classic Card at Our discretion.

**1. Responsibility.** If We issue You a Card, You agree to repay all charges, cash advances, Finance Charge, and other fees and charges arising from the use of the Card and the Account by You or anyone that You allow to use the Card. You also agree to be responsible for charges made by anyone else to whom You give the Card or the number on the card, and this responsibility continues until the Card and its number is recovered. You cannot disclaim responsibility by notifying Us, but We will close the Account for new transactions if You so request and if You return all Cards. Your obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment to which We are not a party may direct You or one of the other persons responsible to pay the Account. Any person using the Card is jointly and severally responsible with You for charges he or she makes, but if that person signs the Card, he or she becomes a party to this Agreement and is also jointly and severally responsible for all charges on the Account, including Yours.

**2. Liability for Unauthorized Use and Lost Card Notification.** If You believe the Card has been lost or stolen, You must immediately call Us at: (800) 325-3678. You may be liable for the unauthorized use of Your Card. You will not be liable for unauthorized use that occurs after You notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use. If this Account is one defined as a Consumer Account subject to Regulation Z Your liability will not exceed \$50.00. Such liability limits do not apply when the Card is used to make an electronic fund transfer or if the Account is not governed by Regulation Z.

**3. Credit Line.** If We approve Your application We will establish a self-replenishing Credit Line (Credit Line shall be synonymous with the term Credit Limit) for You and notify You of its amount when We issue the Card. You agree not to let the Account balance exceed this approved Credit Line. Each payment You make on the Account will restore Your Credit Line by the amount of the payment which is applied to principal. You may request an increase in Your Credit Line only by written application to Us, which must be approved by Our loan officer. We may from time to time, increase the amount of your Credit Line, with or without a request by You. We may, at any time and for any reason not prohibited by law, reduce Your Credit Line, refuse to make an advance or revoke Your Card and terminate this Agreement We may always reduce Your Credit Line, refuse to make an advance or revoke Your Card and terminate this Agreement if: You have failed to comply with this Agreement; You have made false or misleading statements in any document with Us; We reevaluate Your creditworthiness and determine that You are no longer as qualified; or We have reason to believe Our ability to collect has been degraded. You may also terminate this Agreement at any time, but termination by either You or Us does not affect Your obligation to pay the Account Balance plus Finance Charges and other charges. You are also responsible for all charges made after the termination of Your account unless, they are unauthorized charges as described in this Agreement. The Cards remain Our property, and You must recover and surrender to Us all Cards upon Our request and upon termination of this Agreement. We have the right to demand payment immediately upon termination of the entire Balance owed if the account is terminated. Unless disclosed otherwise, the Credit Union will not allow advances over the Credit Limit. If the Credit Union has a program whereby it allows payment of advances that exceed Your Credit Limit, subject to a fee, the Credit Union will provide You with a notice, either orally, in writing, or electronically (notwithstanding the requirement of the paragraph entitled "Statements and Notices") explaining your right to opt in to the Credit Union's program whereby it will honor advance requests over the Credit Limit. In the event you opt in to such program, you agree to the terms of such program. You may request an increase in your Credit limit only by a method acceptable to the Credit Union. The Credit Union may increase or decrease your Credit Limit, refuse to make an advance and/or terminate your account at any time for any reason not prohibited by law.

**4. Credit Information.** You authorize Us to investigate Your credit standing when opening, renewing or reviewing Your Account, and you authorize us to disclose information regarding Your Account to credit bureaus and other creditors who inquire of Us about Your credit standing. You authorize Us to get a consumer report about You now and from time to time in the future; if You ask You will be told if a consumer report has been obtained and the name and address of the agency that supplied the report; We may check Your employment history and obtain any other information about You; and We may attempt to verify all information provided on the application. You acknowledge that You are at least 19 years of age that You do not already have a VISA® credit card issued by New Horizons Credit Union and have not applied for such an account within the past six months.

**5. Payments.** Each month You must pay at least the Minimum Payment shown on Your statement by the date specified on the statement. You may pay more frequently, pay more than the Minimum Payment or pay the Total New Balance in full. If You make extra or larger payments, You are still required to make at least the Minimum Payment each month Your Account has a balance (other than a credit balance). The Minimum Payment is 3.50 % of Your Total New Balance or \$10.00, whichever is greater, not to exceed Your Total New Balance, plus the amount of any prior Minimum Payments that You have not made and any amount You are over Your Credit Line or Credit Limit. The Credit Union also has the right to demand immediate payment of any amount by which You are over Your Credit Line or Credit Limit.

**6. Allocation of Payments.** Subject to applicable law, Your payments may be applied to what You owe the Credit Union in any manner the Credit Union chooses. However, in every case in the event You make a payment in excess of the required minimum periodic payment, the Credit Union will allocate the excess amount to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on the applicable annual percentage rate.

**7. Periodic Rates.** The periodic rates applicable to purchases, cash advances, and balance transfers are disclosed on the Disclosure that accompanies this Agreement. Any penalty rate that may be imposed for failing to make a payment by the payment due date is also disclosed on the Disclosure. Any rate change will be made pursuant to applicable law. If the rate for your account is variable, as indicated on the accompanying Disclosure, the rate charged on purchases, cash advances and balance transfers and any penalty rate will vary periodically as disclosed in the accompanying Disclosure. The initial rate on certain types of transactions may be an introductory discounted rate (Introductory Rate) that is lower than the rate that would ordinarily be charged for that type of transaction. If an Introductory Rate applies to your account, the rates and the period of time it will be effective is shown on the Disclosure accompanying this Agreement. After the Introductory Rate period expires, the periodic rate will automatically increase to the rates that would ordinarily apply for that type of transaction based on the terms of this Agreement.

**8. Finance Charges.** New Credit Purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero balance or credit balance at the beginning of that billing cycle, or if you paid the entire new balance on the previous cycle's billing statement by the payment due date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to your account. To avoid an additional finance charge p.n. the balance of Purchases, you must pay the entire new balance on the billing statement by the payment due date of that statement. New Cash Advances posted to your account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero balance or credit balance at the beginning of that billing cycle, or if you paid the entire new balance on the previous cycle's billing statement by the payment due date of that statement; otherwise a finance charge will accrue from the date you get a Cash Advance or the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later To avoid an additional finance charge p.n. the balance of Cash Advances, you must pay the entire new balance on the billing statement by the payment due date of that statement.

For Credit Purchases, the Finance Charge for a billing cycle is computed by applying 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 of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle and any new Credit Purchases posted to your account, and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges.

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For Credit Purchases, the Finance Charge for a billing cycle is computed by applying 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 of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle and any new Credit Purchases posted to your account, and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges.

Separate Finance Charges are calculated for Purchases and Cash Advances and are determined by multiplying the periodic rate by the separate average daily balances for purchases and cash advances. Each average daily balance is determined by the beginning balance of Cash Advances and Purchases in your account each day by adding any new Purchases or Cash Advances (whichever is applicable) and subtracting any payments or credits. The results are the daily balances. The daily balances are totaled and divided by the number of days in the statement period to produce separate average daily principal balance for Purchases and Cash Advances to which the periodic rate is then applied.

All interest rates and Finance Charges are subject to change. In the event of an increase in these, rates or charges We will provide you at least the minimum notice required by law.

**9. Fees.** In addition to the periodic rate, the following additional fees may be imposed on your account. If applicable to your account, the fee amounts and explanations are disclosed on the Disclosure accompanying this Agreement. Your account may be subject to additional fees as set forth on the Disclosure accompanying this Agreement.

**a. Annual Fee.** If your account is subject to an Annual Fee, the fee will be charged to your account upon the issuance of your Card. Each year following, the annual fee will be charged to your account during the same month that you were first charged the fee. The fee will be charged each year until your account is closed and paid in full.

**b. Account Set-up Fee.** If your account is subject to an Account Set Up Fee, the fee will be charged when you apply for a Credit Card account.

**c. Additional Card Fee.** If your account is subject to an Additional Card Fee, the fee will be charged for each additional card issued to you at account opening.

**d. Balance Transfer Fee.** If your account is subject to a Balance Transfer Fee, the fee will be charged to your account when you transfer a balance from an account of another creditor to the account subject to this Agreement.

**e. Cash Advance Fee (Finance Charge).** If your account is subject to a Cash Advance Fee (Finance Charge), the fee will be charged to your account when you obtain a cash advance from an ATM, the Credit Union or another financial institution.

**f. Foreign Transaction Fee (Finance Charge).** If your account is subject to a Cash Advance Fee (Finance Charge), a fee may be charged to your account for transactions made outside of the United States or in a foreign currency.

**g. Late Payment Fee.** If your account is subject to a Late Payment Fee, the fee will be charged to your account when you do not make the required minimum payment by or within 11 days of the statement Payment Due Date set forth on the Disclosure accompanying this agreement.

**h. Rush Fee.** If your account is subject to a Rush Fee, except as limited by applicable law, a fee may be charged to your account for each rush card that you request, providing delivery of the card is also available by standard mail service, without paying a fee for delivery.

**i. Card Replacement Fee.** If your account is subject to a Card Replacement Fee, the fee will be charged for each replacement card that is issued to you for any reason.

**10. Default.** You will be in default if you fail to make any Minimum Payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statement in any credit application or credit update. You will also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe.

When you are in default, the Credit Union has the right to demand immediate payment of your full account balance without giving you notice. If immediate payment is demanded, You agree to continue paying finance charges at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your account may be applied toward what you owe.

In the event of a default, You agree to pay all, costs, of collecting the amount You owe under this agreement including, if the unpaid balance under this plan is greater than Three Hundred Dollars (\$300.00) at the time of collection, reasonable attorney's fees if the debt is referred for collection to an attorney who is not Our employee and if suit is filed, court costs.

**11. Using the Card.** You may use the card issued to You to make purchases in person, over the internet, 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 the 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. If You use the Card to purchase "Cash Equivalents", such as foreign currency, money orders, travelers checks, wire, transfers, person to person money transfers, out-of-network bill payments, bets, lottery tickets, or casino gaming chips, or make a balance transfer, We may treat these as cash advances. You agree to comply with all laws when using your card. You agree not to use the Card for any illegal activity including internet gambling. Display of the VISA logo does not mean that the online merchant or the activity You are engaging in is legal. You agree to hold Us harmless for any damages or other liability arising from a transaction initiated by You or Your authorized user for the purpose of conducting an illegal activity. We reserve the right to decline authorization of transactions for activities We believe may violate law or pose significant risk to Us. The monthly statement will identify the merchant electronic terminal or financial institution at which transactions were made, but sales, cash advances, credit or other slips cannot be returned with the statement. You agree to 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.

**12. 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 to Your written request or automatically after 6 months.

**13. Foreign Transactions.** Purchases and cash, advances made in foreign countries and foreign currencies will be billed to You, in U.S. Dollars. The exchange rate for transactions in 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, plus any adjustments determined by Us. The exchange rate used on the processing date may differ from the rate that would have been used on the Purchase date of cardholder statement posting date. We may implement a dollar limit or number of transaction per day limit for foreign transactions. We may also not approve any foreign transactions.

A fee (Finance Charge), calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances, and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States; with the exception of U.S. Military bases, U.S. Territories, U.S. embassies or U.S. consulates. The Foreign Transaction Fee is set forth on the Disclosure accompanying this Agreement.

**14. 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 must be resolved directly with the plan merchant by You.

**15. 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 are in default, We will have the right to recover any of these goods which have not been paid for Through Our application of Your payments. Collateral securing other loans You have with Us may also secure this loan, except that Your home will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement with Us. Except for the purchase money security interest You are granting herein, we are not taking a security interest in any other items which are "household goods" under Federal Reserve Board Regulation AA. 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. By use of the card You acknowledge that You have signed a separate security agreement granting a security interest in all shares and/or deposits in the Credit Union (except Individual Retirement Account) including all accounts from which You have a right to withdraw.

**16. Effect of Agreement.** This Agreement is the contract which applies to all transactions, on Your Account even though the sales, cash advance, credit or other slips You sign or receive may contain different terms.

**17. Changing Your Account.** As permitted by law, We may change the terms of this Agreement and any accompanying Disclosure from time to time. Notice of the change will be giving by applicable law. To the extent permitted by applicable law and specified in the notice to you, the change will apply to your existing account balance as well as to future transactions.

**18. 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.

**19. Delay in Enforcement.** No delay in enforcement of Our rights under this Agreement will result in any loss of Our rights or relieve You of any of Your obligations.

**20. Invalidity of Provisions and Captions.** If any provision of this Agreement is deemed invalid in any loss 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. This Agreement and any written modifications hereto is the contract which applies to all transactions on this Account, regardless of contradictory terms on sales, cash advance, credit or other slips or documents.

**21. Governing Law.** TO THE EXTENT NOT PROHIBITED BY LAW, THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA (WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES) AND ANY APPLICABLE FEDERAL LAW REGARDLESS OF WHERE YOU RESIDE OR USE YOUR ACCOUNT AT ANY TIME. This choice of law is made because of a strong relationship between this Agreement and Your account with New Horizons Credit Union which is located in Alabama, and to insure uniform procedures and interpretation for all of our members, no matter where they reside or use their accounts.

**22. Signatures and Copies of Agreement.** By signing the Agreement or Application, or Card or use of the Card You agree to The terms of this Agreement. You should keep the Agreement for Your records. You agree to sign (and if appropriate, have authorized users sign) the card(s) in the place provided for authorized signature.

**23. Negative Information Notice.** We may report information about Your account to credit bureaus. Late payments, missed payments, or other defaults on Your account may be reflected in Your credit report. If Your Account is eligible for emergency cash and/or emergency card replacement services, and You request such service, You agree that We may provide personal information about You and Your account that is necessary to provide You with the requested service.

**24. Ownership of Card.** Every Card remains Our property. We have the right to cancel Your Account at any time with or without written notice to You. You must return the card if We ask You to do so. You cannot use the card after it has been cancelled. If a bankruptcy proceeding is commenced by or against You, Your card will be cancelled automatically.

**25. Acceptance of Calls.** You agree that if You do not make payments on Your account in accordance with this Agreement, or if We are verifying Your use of the Card, or otherwise We feel We need to contact You in regards to this Account, You will accept calls from Us regarding Your account. You agree such calls will not be "unolicited" calls for purposes of any state or federal law. You further agree that any calls made to Us or by Us may be recorded without any further notice to You.

**26. Benefits.** We may offer a variety of benefits, services, or premiums in relation to the card or Account. Any benefits or services are not a part of this Agreement, but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to You from time to time by or on behalf of Us. We may adjust, add delete benefits and services at any time and without notice to You.

**27. Access Checks.** We may offer You the ability to access Your account with access checks. If We do, any use of an access check will be considered a cash advance. If You have a need to stop payment on an access check, You must provide Us with the access check number, dollar amount, and payee exactly as they appear on the access check. If You tell Us orally, We may require You to put Your request in writing. Any stop payments will be governed by the terms for stop payments presented in Our Master Account Agreement as it the item were a share draft/check written from a share draft account. You may not post date an access check. If You do postdate an access check, We may elect to honor it upon presentation or return it unpaid to the person that presented it to Us for payment, without in either case waiting for the date shown on the access check. We are not liable to You for any loss or expense incurred by You arising out of the action We elect to take.

**28. Transactions After Your Account is Closed.** When Your Account, is closed You must contact anyone authorized to charge transactions to Your account, such as health clubs, insurance companies, internet providers, utilities and others. These transactions may continue to be charged to Your account until We change the billing with these companies, at Our election. Also, if We believe YOU have authorized a transaction or are attempting to use Your account after You have requested to close the account, We may allow the transaction to be charged to Your account.

**29. Payment Check Processing.** Your paper check may be converted into a one time electronic funds transfer. We will not electronically debit Your account for a payment which You did not authorize; however, You authorize an electronic transfer each time You send Us a paper check. Your payment may appear on Your bank statement as an "ACH" transaction with Your check number, the payment amount, and Our name. The check will not be returned to You. Your funds may be withdrawn on the same day We receive Your payment.

**30. Payment Holidays.** We may allow You, from time to time, to skip a monthly payment or make a reduced payment. We will notify You when these options are available. If You choose to avail Yourself of these opportunities, Finance Charges, applicable fees, and other regular transactions, if any, will accrue on Your bank statement as with this Agreement. The reduced payment amount may be less than Your Finance Charges. If We offer the option of a reduced payment such payment will have to be made on its due date or it will be subject to a late charge. You must resume making Your regular Minimum Payment each month following a payment holiday or reduced payment option.

**31. VISA® Rules and Regulations.** The services provided to You under this Agreement are made possible by New Horizons Credit Union's status as a licensee of VISA® U.S.A.. You recognize New Horizons Credit Union's responsibility to comply with the current VISA® U.S.A. rules and regulations, and changes to them in order to continue to provide these services.

**32. Addresses.** Addresses for payments shall be shown on your Statement. Any inquiries by You should be made to the address shown on Your statement after the phrase "Send Inquiries To." The terms of this Agreement are current as of the Printed date herein. This information may be changed at any time after its printing. To find out what may have changed after the Printed date, You should contact Us at: 622 Azalea Road, Mobile, Alabama 36609, or call at 1-800-824-3610.

**YOUR BILLING RIGHTS - KEEP THIS DOCUMENT FOR FUTURE USE**

This notice tells you 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:

**New Horizons Credit Union**

**P.O. Box 2966**

**Mobile, Alabama 36652**

**You may also contact us on the Web: [www.newhcu.org](http://www.newhcu.org)**

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- 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.
  - 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 question, 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 or 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 of 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 that 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 price 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:

**New Horizons Credit Union**

**P.O. Box 2966**

**Mobile, Alabama 36652**

**[www.newhcu.org](http://www.newhcu.org)**

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.

**SPECIAL RULE FOR CREDIT CARD PURCHASES -** If you have a problem, with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: You must have made the purchase in your home state or it not within Your home state, within 100 miles of Your current mailing address; and The purchase price must have been more than \$50.00. These limitations do not apply, if the credit card issuer owns or operates the merchant, or mailed you the advertisement for property or services.