

## Important Changes to Your Account Terms

The following is a summary of changes that are being made to your account terms. These changes will take effect on 12/22/2019 (due the 15<sup>th</sup>), 1/1/2020 (due the 25<sup>th</sup>) or 1/12/2020 (due the 5<sup>th</sup>). For more detailed information, see the Explanation of Changes to Your Credit Card Agreement and Retail Installment Credit Agreement and Disclosure located below.

You have the right to reject these changes. However, if you do reject these changes to your account you will not be able to use your account for new transactions. You can reject these changes by calling us at 1-800-677-8506 Ext. 7705 by 12/21/2019 (due the 15<sup>th</sup>), 12/31/2019 (due the 25<sup>th</sup>) or 1/11/2020 (due the 5<sup>th</sup>).

Revised Terms, as of 12/22/2019, 1/1/2020 or 1/12/2020	
Late Payment Fee	Up to \$25.00
Return Payment Fee	Up to \$25.00
Balance Transfer Fee	2% of the amount of each balance transfer
Foreign Transaction Fee	1% of each transaction in U.S. dollars

**Late Payment Fee:** \$25.00 or the amount of the required minimum payment, whichever is less, if you are 3 or more days late in making a payment.

**Return Payment Fee:** \$25.00 or the amount of the required minimum payment, whichever is less.

**Balance Transfer Fee (Finance Charge):** 2.00% of each balance transfer.

### EXPLANATION OF CHANGES TO YOUR CREDIT CARD AGREEMENT AND RETAIL INSTALLMENT CREDIT AGREEMENT AND DISCLOSURE

We are changing Your Credit Card Agreement and Retail Installment Credit Agreement and Disclosure that was previously provided to you. Please read this notice carefully and keep it with your records.

**Late Payment Fee.** We are increasing the amount of your Late Payment Fee and reducing the number of days your payment can be late before a Late Payment Fee is assessed. We are replacing the "Late Payment Fee" paragraph with the following:

"**Late Payment Fee.** \$25.00 or the amount of the required minimum payment, whichever is less, if You are 3 or more days late in making a payment. The Late Payment Fee will be charged to Your Account when You do not make the required minimum payment by or within 3 days of the Payment Due Date."

**Returned Payment Fee.** We are adding a Returned Payment Fee. We are adding the following "Returned Item Fee" under the section titled FEES:

"**Returned Payment Fee.** \$25.00 or the amount of the required minimum payment, whichever is less. The Returned Payment Fee will be charged to Your Account when a payment is returned for any reason."

**Balance Transfer Fee.** We are adding a Balance Transfer Fee. We are adding the following "Balance Transfer Fee" paragraph under the section titled FEES:

"**Balance Transfer Fee (Finance Charge).** 2.00% of each balance transfer. The Balance Transfer Fee (finance charge) will be charged to Your Account when You transfer a balance from an account of another creditor to the Account subject to Your Agreement. We will begin charging You interest on balance transfers on the date of the transaction or the first day of the billing cycle in which the transaction is posted to Your Account, whichever is later (Transaction Date)."

**Foreign Transaction Fee.** We are increasing the amount of your Foreign Transaction Fee. We are also clarifying which transactions the Foreign Transaction Fee applies to. We are replacing the "Foreign Transaction" paragraphs with the following:

"**FOREIGN TRANSACTIONS** – Purchases and cash advances made in foreign currencies will be debited from Your Account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a 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. The exchange 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. A fee (finance charge) will be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded. The Foreign Transaction Fee is 1.00% of each transaction in U.S. dollars."

Except as set forth in this Notice, your Credit Card Agreement and Retail Installment Credit Agreement and Disclosure (Agreement) is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Notice and the Agreement, the terms of this Notice will prevail.



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## **VISA® CLASSIC AND VISA® PLATINUM CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE RETAIL INSTALLMENT CREDIT AGREEMENT**

In this Agreement, "Agreement" means this Credit Card Agreement and Truth in Lending Disclosure Retail Installment Credit Agreement. "Disclosure" means the Credit Card Account Opening Disclosure. The Account Opening Disclosure is incorporated into this Credit Card Agreement and Truth in Lending Disclosure Retail Installment Credit Agreement and is part of the Agreement. "You" or "your" means each applicant or co-applicant for a VISA Classic or Platinum Card whose application has been accepted by the Credit Union. "Credit Union" or "we" means Corning Credit Union, which is the creditor and Card issuer under this Agreement. "Card" means the VISA Card(s) issued to you or to an authorized user. "Account" means the VISA Account established for you. "Authorized User" means any person to whom you give permission to use your account.

**EFFECTIVE DATE OF THIS AGREEMENT** – This Agreement shall not become effective with respect to the purchase or lease of property or services unless and until You or an Authorized User signs a sales slip or memorandum evidencing a purchase or lease of property or services by use of the Card or the Card number, or by use of the CU-Extra Check Card to access your overdraft protection. The Agreement is effective with respect to cash advances when You or an Authorized User: sign an advance request or other authorization for a cash advance; use the ATM Card and Personal Identification Number, or at an Automated Teller Machine, or Point-of-Sale facility to obtain a cash advance; or use your account number and Personal Identification Number to obtain a cash advance through our eBranch, or our D.A.D.® audio response system. Prior thereto, you will not be responsible for any purchase or lease of property or services or cash advances by use of the Card after its loss or theft.

**USE OF CARD** – The Card must be signed to be used. Whether or not you sign the Card, however, you are fully responsible for complying with all the terms of this Agreement, including the obligation to pay all balances due on your account. You understand that the use of your Credit Card to obtain credit, in any of the ways listed below, will constitute acknowledgement of receipt and agreement to the terms of the Credit Card Agreement and Truth in Lending Disclosure Retail Installment Credit Agreement and Credit Card Account Opening Disclosure (Disclosure). You may obtain credit by use of the Card in the following ways:

- a. By making purchases of goods or services using your Card or your account number wherever cards are honored.
- b. By obtaining cash advances from any financial institution that accepts the Card.
- c. By obtaining cash advances through the use of the Card or your ATM Card at automated teller machines or point of sale facilities that permit cash advances.
- d. By someone authorized to draw funds from your share draft account obtaining a cash advance by making a withdrawal in excess of the available balance in your share draft account (called an "overdraft") if you have elected and been granted either Standard Overdraft Protection or Alternative Overdraft protection as described in the Share Draft Section of the Member Service Guide that you previously received.
- e. By using your Audio Response Personal Identification Number and a touchtone telephone, to obtain a cash advance using our D.A.D.® audio response system. Cash advances obtained through the audio responses system will be disbursed by either crediting the amount to one of your Credit Union accounts under the same member number or sending you a check for the amount of the advance, as the Credit Union may elect.
- f. By using your connection to the Internet, member number, and Personal Identification Number to access the Credit Union's eBranch, and obtain a cash advance to one of your Credit Union accounts under the same member number

If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction.

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. If you are permitted to obtain cash advances on your account, we may, from time to time, issue convenience checks to you that may be drawn on your account. Convenience checks may not be used to make a payment on your account balance. If you use a convenience check, it will be posted to your account as a cash advance. We reserve the right to refuse to pay a convenience check drawn on your account for any reason and such refusal shall not constitute wrongful dishonor.

You may request that we stop payment of a convenience check drawn on your account. You agree to pay any fee imposed to stop payment on a convenience check issued on your account. You may make a stop payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentment of the check for payment to give us a reasonable opportunity to act on your request. In addition, your request must accurately describe the check including the exact account number, the payee, any check number that may be applicable, and the exact amount of the check. If permitted, you may make a stop payment request orally, but such a request will expire after 14 days unless you confirm your request in writing within that time. Written stop payment orders are effective only for six (6) months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed. We are not required to notify you when a stop payment order expires. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action. You agree to indemnify and hold us harmless from all costs and expenses, including attorney's fees, damages, or claims, related to our honoring your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to us or the giving of inadequate time to act upon a stop payment request.

**NO USE FOR ILLEGAL TRANSACTIONS** – You agree not to use any access device available under this Agreement in connection with any transaction that is illegal under applicable federal, state, or local law. Even if you use any access device for an illegal transaction, you will be responsible for all amounts and charges incurred in connection with the transaction. The Credit Union may assume, without any further inquiry, that all transactions made by you or an Authorized User are legal, even if the Credit Union has actual or imputed knowledge of information that might reasonably lead it to question whether a particular transaction is legal.

**PROMISE TO PAY** – You promise to pay all charges (purchases, cash advances, balance transfers, use of convenience checks or any other charge) made to your account by you or anyone you authorize to use your account. You also promise to pay all finance charges and other charges added to your account

under the terms of this Agreement or other agreement you made with the Credit Union. If this is a joint account, the paragraph on JOINT ACCOUNTS also applies to your account.

**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 on your account is variable, as indicated on the accompanying Disclosure, the rate charged on purchases, cash advances, balance transfers and any penalty rate will vary periodically as disclosed in the Disclosure accompanying this Agreement. This initial rate on your account for certain types of transactions may be an introductory discounted rate (Introductory Rate) that is lower than the rate that would ordinarily apply for that type of transaction. If an Introductory Rate applies to your account, the rate and the period of time it will be effective is shown on the Disclosure accompanying this Agreement. After the Introductory Rate expires, the periodic rate will automatically increase to the rate that would ordinarily apply for that type of transaction based on the terms of this Agreement.

**FOREIGN TRANSACTIONS** – Electronic fund transfers originated in foreign countries will be billed to you in U.S. dollars. The exchange rate to dollars for transfers originated in a foreign currency will be determined in accordance with the operating regulations established by Visa International from time to time. As of the date these disclosures were published, those regulations established the conversion rate as either the rate selected by Visa from the range of rates available in wholesale currency markets, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing data. The currency conversion rate used on the processing date may differ from the rate that would have been used on the transaction date or statement posting date. You will be required to pay a fee (Finance Charge) on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded. The Foreign Transaction Fee is set forth on the Disclosure accompanying this Agreement.

**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 also be subject to additional fees as set forth on the Disclosure accompanying this Agreement.

- 1. Account Set-up Fee.** If your account is subject to the Account Set-up Fee, a Fee will be added to your account when you apply for a credit card account.
- 2. Additional Card Fee.** If your account is subject to the Additional Card Fee, a Fee will be added to your account for each replacement card that is issued to you for any reason.
- 3. Foreign Transaction Fee (Finance Charge).** If your account is subject to the Foreign Transaction Fee (finance charge), a Fee may be added to your account for transactions made outside of the United States or in a foreign currency. Transactions made in a foreign currency using a Visa branded card or processed by a network operated or affiliated with Visa will be subject to a fee as set forth on the Disclosure accompanying this Agreement. All foreign transaction fees are calculated based on the transaction amount after it is converted to U.S. dollars.
- 4. Late Payment Fee.** If your account is subject to the Late Payment Fee, a Fee will be added to your account when you do not make the required minimum payment by or within the number of days of the statement Payment Due Date set forth on the Disclosure accompanying this Agreement.
- 5. Rush Fee.** If your account is subject to the Rush Fee, except as limited by applicable law, a Fee may be added 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.

**CREDIT LIMIT** – The maximum credit available for you will be stated by the Credit Union. The amount available may be changed without notice to you. Your monthly statement(s) will show the current credit limit and the amount of credit available. The total amount advanced under this Agreement may not exceed your credit limit no matter how many people may use your VISA card, ATM card or CU-Extra Check Card, may draw drafts on your share draft account or may request advances through eBranch. Any credit extended above the credit limit must be repaid by you immediately. The amount of credit available will be replenished by repayment of amounts previously advanced.

**CHANGE IN CIRCUMSTANCES** – You must notify the Credit Union within ten (10) days after (i) you change or terminate your employment other than for retirement or (ii) your income is reduced for any reason other than retirement. Upon receipt of that notice, the Credit Union may send you a new application that will need to be completed by you and returned to the Credit Union within fourteen (14) days. The Credit Union will evaluate your reapplication and will notify you of our decision. Until such notification, your credit limit under this Agreement will be equal to the amount of credit outstanding on the date your employment changed or terminated, or your income was reduced. The Credit Union reserves the right to perform regular, periodic risk reviews on your account and to adjust your credit limit or cancel your Card as it deems appropriate.

**RESPONSIBILITY FOR CARD** – When the Credit Union issues a Card and/or another type of access device:

- a. You are responsible for use of your VISA Card, and any other access device by any person authorized by you to use it.
- b. The Card and other access devices remain the property of the Credit Union and must be returned upon request of the Credit Union
- c. You will retain a copy of any documents furnished at the time of the transaction, such as sales slips, advance requests, other written authorizations and receipts and the confirmation screen appearing on your computer when using eBranch, for your own record keeping purpose. The Credit Union is under no obligation to provide photocopies of such documents for any reason other than in response to a billing error notice. The Credit Union will charge you a fee for all copies ordered other than in response to a billing error notice.
- d. Failure to sign a sales slip, advance request, or other written authorization does not relieve you from liability for use of the Card or any other access device.
- e. You must notify the Credit Union immediately of any change in your name or address.
- f. D.A.D.<sup>®</sup> auto response access – Each member appearing on your share savings account, regardless of whether his or her name appears on your VISA application, is an authorized user with the ability to request VISA Cash Advances through the D.A.D.<sup>®</sup> audio response system and eBranch. This includes joint members/owners presently on your share savings account and joint members/owners added in the future.

**AUTHORIZED USERS** – Each member that is a joint owner on any share savings account and/or share draft checking account to which the Visa credit card account is tied is an authorized user with the ability to request Visa Cash Advances by making withdrawals from the share savings or draft checking in excess of the available funds in the share savings or share draft checking account. Such requests may also be made through transfers using the audio response system, through the use of an ATM Card or Check Card, or through eBranch. This includes joint members/owners presently on your share savings account and joint members/owners added in the future. In addition, anyone you authorize to use your account is an authorized user.

**LOSS OR UNAUTHORIZED USE OF CARD** – You must immediately notify the Credit Union of loss, theft, or unauthorized use of Cards or other access devices. Notice of unauthorized use may be oral, but must be followed by written notice. Notice must be given to the Corning Credit Union, One Credit Union Plaza, P.O. Box 1450, Corning, NY 14830-1050, 607-962-3144 or 800-677-8506. If you tell us within two (2) business days after you learn of the loss or theft of your Card, you will not be liable for any of the losses on your account. If you don't tell us within two (2) business days after you learn of the loss or theft of your Card you may be liable for up to \$50. However, you will not be liable for any unauthorized purchases made with your Card if you have not reported two (2) or more incidents of unauthorized use in the last 12 months and your account is in good standing unless you are grossly negligent in the handling of your Card. In any case, your liability will not exceed \$50.

**CREDIT UNION'S RESPONSIBILITY IS LIMITED** – The Credit Union is not responsible if a purchase or cash advance on your account is not approved, either by us or a third party, even if you have sufficient credit available. We may limit the number of purchases or cash advances which may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity.

**MERCHANT DISPUTES** – The Credit Union is not responsible for the quality of any purchases financed through the account except to the extent provided in the Billing Rights statement appearing at the end of this Agreement. Purchases using your VISA Platinum Card will be covered by VISA's Purchase Security and Extended Warranty Protection Program.

**ANNUAL FEE** – The Credit Union does not charge an annual fee for the use of the VISA Classic or VISA Platinum Card. There may be an annual fee for participation in the Platinum Points Program or similar rewards type programs as set forth in the Disclosure that accompanies this Agreement.

**LATE CHARGES** – Late charges may be imposed if you are late with a payment.

**PAYMENTS** – You will pay all obligations arising under this Agreement. The Credit Union will send you a monthly statement for the account. Statements will specify a "billing date." On or before the 25<sup>th</sup> day after the billing date (called the Payment Due Date), you will make a monthly payment to the Credit Union at the place shown on the statement of at least the total of the following (called the "Minimum Monthly Payment"):

- a. Any past due amounts; plus
- b. 2% of the New Balance shown on the statement, rounded to the next higher dollar amount, but no less than **\$20.00** (or the entire amount of such new Balance if the New Balance is less than **\$20.00**) and
- c. Any amount over your Credit Limit (as defined under the Credit Limit portion of the agreement).

To determine the new Balance, we start with the outstanding balance on your account at the beginning of each billing period (called the "Previous Balance"), add any purchases and/or cash advances, and subtract any credits or payments credited as of that billing period. We then add the appropriate fees and finance charges and make other applicable adjustments.

**AUTOMATIC PAYMENT OPTION** – You may elect to have your VISA payment made automatically each month. By voluntarily electing this option, you may have either your Minimum Monthly Payment or your total New Balance paid by an automatic withdrawal from either your share savings account or your share draft checking account. The Credit Union will try to make the withdrawal at the close of business on or after the Payment Due Date. If the funds are not sufficient to pay your payment, the Credit Union may keep trying to make transfers of available funds each day until your entire payment is made; however, the Credit Union will not waive any rights to declare a default or impose a late charge by continuing to attempt to make transfers. You may stop the option at any time by giving the Credit Union written notice of your decision.

**CREDITING PAYMENTS** – The Credit Union credits mailed payments as of the date received, if the payment is: 1) received by 5 p.m. local time at the address shown on the payment coupon on the front of your statement; 2) paid with a check drawn on a U.S. financial institution or a U.S. dollar money order. Payments received by mail after 5 p.m. local time at the remittance address that otherwise meet the above requirements will be credited as of the next day. The Credit Union credits payments made in-person as of the date received, if the payment is: 1) received in-person by a Credit Union representative at a branch office during the normal business hours of that branch; 2) paid with a check drawn on a U.S. financial institution, a U.S. dollar money order, or in U.S. dollars. Credit for any other payments may be delayed up to five days.

**USE OF PAYMENTS** – The Credit Union may allocate payments to amounts due in any manner chosen by it, provided the Credit Union complies with any applicable laws or regulations.

**FINANCE CHARGE** – No **FINANCE CHARGE** will be imposed in any billing period with respect to purchases if:

- a. You owed no previous balance for purchases (as shown on the monthly statement), or
- b. Payments and credits with respect to purchases, posted during the billing period at least equal the previous balance for purchases (as shown on the monthly statement).

If a **FINANCE CHARGE** is imposed for purchases, it will begin on the date the transaction is added to the daily balance. No grace period is provided for cash advances or balance transfers. **FINANCE CHARGES** will be computed on the amount of your cash advance starting from the date of the advance.

When a **FINANCE CHARGE** is due, it will be computed on the average daily principal balance using the daily periodic rate and corresponding **ANNUAL PERCENTAGE RATE**.

**COMPUTATION OF FINANCE CHARGE** – We figure the **FINANCE CHARGE** on your account as follows: The daily periodic rate is multiplied by the number of days in the billing period. The total is multiplied by the "average daily balance" of your account (including current transactions). To get the "average daily balance" we take the beginning balance of your account each day, add any new purchases or advances, and subtract any payments or credits and unpaid finance charges. This gives us the "daily balance." We then add up all the daily balances for the billing period and divide by the total number of days in the billing period.

**EARLY PAYMENT** – You may pay more than the Minimum Monthly Payment due, or the entire indebtedness, without penalty, Normal **FINANCE CHARGES** will apply until the date of payment. Paying more than the minimum in one month does not relieve you of your obligation to pay the Minimum Monthly payment every other month.

**CREDIT BALANCES** – Merchants and other who honor the Card may give credit for returns or adjustments. They will do so by electronically processing a credit, which we will post to your account. If your credits and payments exceed what you owe us, the amount will remain on the account as a credit balance. This credit balance can be used towards new purchases or refunded to you upon written request. Any credit remaining on your account for six months will be deposited to your share account.

**IRREGULAR PAYMENTS** – The Credit Union does not lose any of its rights by accepting late payments, partial payments, or payments labeled “payment in full.”

**EVENTS OF DEFAULT** – Without prior notice, the Credit Union may cancel the account and the Card, require immediate payment of all of your obligations, or may use any other legal rights, if any of the following events (called “Events Of Default”) occurs:

- You do not make any payment on time
- You fail to keep any agreement with the Credit Union
- You fail to remain a member in good standing of the Credit Union due to your failure to maintain at least \$5.00 in your share account or otherwise
- You die, file for bankruptcy, anyone is appointed to take charge of your property for creditors, or you become insolvent or legally unable to handle your affairs
- Any person tries to legally take any of your property in the Credit Union’s possession
- You did not tell the entire truth, or did not list all of your debts in obtaining credit from the Credit Union
- The Credit Union honestly believes you cannot repay your obligations on time

If more than one person is liable for the amounts owed under this Agreement, an Event of Default that occurs will respect to one of you will constitute an Event of Default for all of you.

If all amounts you owe become due and payable immediately under this paragraph, the **FINANCE CHARGE** will continue to accrue as described above until all amounts are paid in full. This includes during the period after judgment has been rendered against you for the amount due until paid in full. When you are in default, you agree that any shares that were pledged, or given as security, for your account may be applied toward what you owe.

**SECURITY INTEREST** – To secure your account, you grant the Credit Union a purchase money security interest under the Uniform Commercial Code and under any common law rights the Credit Union may have in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which have not been paid for. If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares, your pledged shares will secure your account. You may not withdraw amounts that have been specifically pledged to secure your account until the Credit Union agrees to release all or part of the pledged amount.

**As a condition for approval of your Visa account you grant us a specific pledge of your Credit Union shares (deposits). Your Account is secured by all other shares you have in any individual or joint account with the Credit Union, except for shares in an Individual Retirement Account or in any account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this agreement. You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on your Account if you should default.**

Collateral securing other loans you have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this account, notwithstanding anything to the contrary in any other agreement.

**CO-APPLICANT LIABILITY** – The co-applicant is equally responsible with the applicant and is intended to be primarily liable under this Agreement. The Credit Union does not have to notify the co-applicant if debts are not paid. We can change the terms of any agreement with the applicant without notifying the co-applicant and without releasing him/her from responsibility.

**SUCCESSORS** – Anyone taking your place, such as your heirs, legal representatives, successors, or persons taking assignments of your rights under this Agreement, shall have the same obligations as you have under this Agreement (however, this does not give you any right to assign your rights).

**COLLECTION EXPENSES** – You will pay all reasonable expenses and costs of the Credit Union in collecting amounts for which you are in default, including reasonable attorney’s fees to the extent permitted by law.

**ADDRESS ON MONTHLY STATEMENT** – Your monthly statement will be addressed to all the persons names under the same member number as this Agreement, even if they are not a co-applicant on the VISA account. However, that fact does not change the terms of this Agreement. We will only mail the periodic statement to one address. Notice to any one of you will be considered notice to all. If we deem your account uncollectible, or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney, we may, in our sole discretion stop sending you monthly statements. However, finance charges and fees will continue to accrue whether or not we send you monthly statements.

**CANCELLATION** – The Credit Union may cancel your VISA account and the Card and/or your Overdraft Protection at any time without prior notice. You may cancel this Agreement entirely at any time by returning all credit cards issued or used under this Agreement to the Credit Union. You may cancel just the provisions of this Agreement pertaining to Overdraft Protection by notifying the Credit Union. You may remove the authority of someone else to draw funds from the share draft account to which this Agreement applies by returning all unused share drafts and returning all previously issued ATM and CU-Extra Check Cards and terminating your share draft account. The Credit Union will, on your request, open a new share draft account for you and at your expense provide you with share drafts for the new account and a new CU-Extra Check Card. That new account will be subject to this Agreement unless you request in writing that it not be. You must notify us to revoke an authorized user’s permission to use your Account. If you do so, we may close the account and issue a new card or cards with a different account number. Cancellation by either of us will not affect your responsibility to pay all the outstanding indebtedness under this Agreement, or any additional indebtedness, including any indebtedness created by the use of share drafts or ATM or CU-Extra Check Card transactions for the canceled account which you or anyone else fails to return to the Credit Union as required, plus **FINANCE CHARGES** on that indebtedness and to meet all other obligations to the Credit Union.

**CREDIT INFORMATION INQUIRIES AND DISCLOSURES** – You authorize the Credit Union may make inquiries related to your credit worthiness at any time and may request credit reports about you in connection with renewals, updates or later credit extensions. If you ask, the Credit Union will disclose whether it requested a credit report and if so, the name and address of the agency giving it. You authorize the Credit Union to report its credit experience with you to credit reporting agencies and may inform merchants and others concerning the status of your account and the Card. If your account is eligible for emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service.

**JOINT ACCOUNTS** – If this is a joint account, each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the account and the termination will be effective as to all of you.

**EFFECT OF THIS AGREEMENT** – This Agreement is a contract which applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

**NO WAIVER** – The Credit Union can delay enforcing any of its rights any number of times without losing them.

**AMENDMENT** – The Credit Union may change the terms of this Agreement at any time by sending prior written notice to you in accordance with applicable law. To the extent permitted by law and at the Credit Union's option, any changes will apply to your existing account balance as well as future transactions.

**APPLICABLE LAW** – New York governs this Agreement except where Federal law may supersede State Law.

**NO ASSIGNMENT** – You may not assign or transfer any of your rights under this Agreement.

**ADDITIONAL BENEFITS/CARD ENHANCEMENTS** – The Credit Union may from time to time offer additional services to your account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

**SEVERABILITY AND FINAL EXPRESSION** – This Agreement and the Disclosure are the final expression of the terms and conditions of your account. This written Agreement and Disclosure may not be contradicted by evidence of any alleged oral agreement. Should any part of this Agreement or the Disclosure be found to be invalid or unenforceable, all other parts of this Agreement and Disclosure shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

**COPY RECEIVED** – You acknowledge that you have received a copy of this Agreement and Disclosure.

**GAMBLING TRANSACTIONS PROHIBITED** – You may not use your card to initiate any type of gambling transactions.

**PENALTY RATE DISCLOSURES** – If applicable to your account, all rates for your account, including the rates for purchases, cash advances, and balance transfers, will increase to the Penalty Rate shown on the Disclosure accompanying this Agreement when you meet one or more of the conditions as set forth in the Disclosure. Any rate increases applied to your account are subject to applicable notice requirements. Please refer to the Disclosure for additional information regarding the Penalty Rate.

**VOLUNTARY PAYMENT PROTECTION** – We may offer Voluntary Payment Protection to you. Voluntary Payment Protection is not necessary to obtain credit. If you purchase Voluntary Payment Protection from us, you authorize us to add the fees or insurance charges monthly to your loan balance and charge you interest on the entire balance. The rate used to determine the fees or insurance charges may change in the future. If the rate changes, we will provide any notices required by law.

**NOTICE TO BUYER:** (1) Do not sign this Credit Agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this Credit Agreement. (3) You may pay off your total indebtedness at any time.

**NOTICE TO UTAH BORROWERS** – This written Agreement is a final expression of the agreement between you and the Credit Union. The written agreement may not be contradicted by evidence of any oral agreement.

**THE FOLLOWING IS REQUIRED BY VERMONT LAW – NOTICE TO CO-SIGNER – YOUR SIGNATURE OF THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

**NOTICE TO ALABAMA BORROWERS – CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS AGREEMENT BEFORE YOU SIGN IT.**

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## **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:

Corning Credit Union  
One Credit Union Plaza  
Corning, NY 14830

You may also contact us on the Web: [mailus@corningfcu.org](mailto:mailus@corningfcu.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 or electronically. 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 or electronically at:

Corning Federal Credit Union  
One Credit Union Plaza, P.O. Box 1450  
Corning, NY 14830-1050  
[mailus@corningfcu.org](mailto:mailus@corningfcu.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 Electronic Fund Transfer Errors.** The rules that apply to the investigation of errors involving an overdraft through an electronic fund transfer from your share or share draft account in excess of the amount in that account (such as use of a CU-Extra Check Card at an ATM or a point of sale) are found in the Electronic Fund Transfer disclosures you received when you were given the card.