

**WESTERN DIVISION FEDERAL CREDIT UNION**

6750 MAIN STREET  
 WILLIAMSVILLE NY 14221-5947  
 (716) 632-9328

**CREDIT CARD DISCLOSURE**

Information about the features/benefits of the Card described in this disclosure is accurate as of January 2012.

**Interest Rates and Interest Charges**

<b>Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances</b>	<b>11.25%</b> This APR will vary with the market based on the Prime Rate.*
<b>Penalty APR</b>	None
<b>Variable Rate Information</b>	The standard APR may vary monthly and equals the Prime Rate + 8.00% and shall never be greater than 18.00%. *
<b>Rebate Program</b>	A 1.00% rebate will be credited to your account on net retail purchases During the statement cycle. (For qualified cardholders) **
<b>Method for Computing the Balance</b>	Average Daily Balance (Including new retail purchases, cash advances and/or balance transfers)
<b>Paying Interest</b>	Your due date is at least 21 calendar days after the close of each billing period. We will not charge you 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>Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or 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>

**Fees**

<b>Annual Fee</b>	None
<b>Transaction Fee for Purchases, Balance Transfers and Cash Advances</b>	None
<b>Foreign Transaction Fee</b>	1.00% of the U.S. dollar amount of each purchase, cash disbursement, and account credit transactions.
<b>Over-the-Limit Fee</b>	None (Pre-established credit limit cannot be exceeded)
<b>Late Payment Fee</b>	\$20.00 if minimum required payment is not received within 5 calendar days subsequent to the payment due date, regardless of balance.
<b>Returned Payment Fee</b>	\$25.00

\* The periodic rate used to compute the FINANCE CHARGE is based on an index (the "Index"), which is the Prime Rate as published in the Money Rates section of *The Wall Street Journal* on the last business day of the month and is subject to change monthly on the first day of each month. Any change in the Index will be effective on the first day of the billing cycle that ends on or after the date of the change. An increase in the Index will result in an increase in the periodic rate, which in turn, may result in higher payments.

\*\* For qualified cardholders (based on creditworthiness), a 1.00% rebate will be credited at statement cycle to cardholders account for net retail purchases only (balance transfers and cash advances are not eligible). Accounts with Charge Off, Bankrupt, Closed, Frozen, Revoked, Interest Accrual Prohibited, Lost or Stolen statuses are excluded. If account becomes delinquent for one or more cycles, rebate calculation and distribution will cease and accumulated rebates will be forfeited.

**California Residents:** Applicants: 1) may, after credit approval, use the credit card account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

**Ohio Residents:** Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers these laws.

**New York and Vermont Residents:** At any time, we may obtain your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer-reporting agency furnishing the report.

**Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision.

**TERMS USED IN THIS DISCLOSURE:** This Disclosure Statement covers your Credit Card Account ("Account"). In this Disclosure, the words "you" and "your" mean any person who signs the Credit Card Agreement or uses the Card. "We" "our" and "us" mean the credit union named above. The "Card" means any credit card issued to you or those designated by you under the terms of the Card Agreement. "Use of the Card" means any procedure used by you, or someone authorized by you, to make a purchase or an advance whether or not the purchase or advance is evidenced by a signed written document. "Unauthorized use," means the use of your Card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. In this Disclosure, any plural terms shall be deemed singular and any singular terms shall be deemed plural when context and construction so require.

**EXTENSION OF CREDIT:** If your application is approved, we may, at our discretion, establish an Account in your name and cause one or more Cards to be issued to you. In such event, you authorize us to pay for your Account all items reflecting credit purchases, balance transfers, and cash advances obtained through use of the Card.

**JOINT APPLICANT LIABILITY:** Each person who signs the application, whether as an applicant or joint applicant, agrees to pay all charges and applicable fees incurred on this Account according to the terms of this Agreement. Each person continues to be bound for all transactions resulting from the use of this Account until an applicant gives the Credit Union written notice to close the Account and all issued cards are returned to the Credit Union. Furthermore, each person remains bound to pay for all charges under this Agreement, even though another person has been directed to pay the debt by an agreement or court order to which the Credit Union is not a party, such as a divorce decree. No release from the obligation to repay charges under this Agreement will be valid unless in writing and signed by an authorized agent of the Credit Union or pursuant to a court order in an action to which the Credit Union is a party. Notice to an applicant shall constitute notice to all.

**OTHERS USING YOUR ACCOUNT:** If you allow anyone else to use your Card, you will be liable for all credit extended to such persons. You promise to pay for all purchases, balance transfers, and cash advances made by anyone whom you authorize to use your Card, whether or not you notify us that he or she will be using it.

**CREDIT LIMITS:** You promise that payments we make for your Account resulting from use of the Card will at no time cause the outstanding balance of your Account to exceed your credit limit as established by us or as adjusted from time to time at our discretion based on your creditworthiness.

**PROMISE TO PAY:** You promise to pay us in U.S. dollars for (a) all purchases, cash advances, and balance transfers made by you or anyone whom you authorize to use the Card or Account; (b) **FINANCE CHARGES** and other charges or fees; (c) collection costs and attorney's fees as permitted by applicable law, and any costs incurred in the recovery of the Card; and (d) credit in excess of your credit limit that we may extend to you. At the end of each monthly billing cycle for which you have a balance on your Account, you will be furnished with a periodic statement showing (i) the "Previous Balance" (the outstanding balance in the Account at the beginning of the billing cycle), (ii) the amount of all cash advances, purchases, balance transfers, Late Charges, Inactive Fees, **FINANCE CHARGES**, and other charges or fees posted to your Account during the billing cycle, (iii) the amount of all payments and credits posted to your Account during the billing cycle, and (iv) the "New Balance" which is the sum of (i) and (ii) minus (iii).

You agree to pay on or before the "Payment Due Date" shown on the monthly periodic statement the entire New Balance or a Minimum Payment equal to an amount which is at least 3.00% of the New Balance or \$20.00, whichever is greater, plus any amount in excess of the credit limit established by us and any past due minimum payments. If the New Balance is \$20.00 or less, you agree to pay it in full. You may make extra payments in advance of the due date without a penalty, and you may repay any funds advanced, credit extended, or amount outstanding at any time without a penalty for early payment. Regardless of the amount of any extra payment during a given month, a monthly payment will be required the following month if a balance remains in your Account.

**COST OF CREDIT:** You will pay a **FINANCE CHARGE** for all advances made against your Account. **FINANCE CHARGES** for cash advances and balance transfers begin to accrue on the date of the advance. New purchases will not incur a **FINANCE CHARGE** on the date they are posted to your Account if you have paid the Account in full by the Payment Due Date shown on your previous monthly statement, or if there was no previous balance.

The periodic rate used to compute the **FINANCE CHARGE** is based on an Index (the "Index") which is the Prime Rate as published in the Money Rates section of The Wall Street Journal on the last business day of the month and is subject to change monthly on the first day of each month. Any change in the Index will be effective on the first day of the billing cycle that ends on or after the date of the change. The **ANNUAL PERCENTAGE RATE** for any given billing cycle will be the Index +8.00%. An increase in the Index will result in an increase in the periodic rate, which, in turn, may result in higher payments. In any event, the daily periodic rate shall never be greater than a daily periodic rate of 0.0493151% with an **ANNUAL PERCENTAGE RATE** of 18.00%.

The **FINANCE CHARGE** is figured by applying the periodic rate to the "Balance Subject to **FINANCE CHARGE**" which is the "Average Daily Balance" of your Account, including current transactions. The Average Daily Balance is arrived at by taking the beginning balance of your Account each day, adding in any new cash advances, and / or balance transfers unless you pay your Account in full by the Payment Due Date shown on the previous monthly statement or there is no previous balance, adding in new purchases, and subtracting any payments or credits and unpaid **FINANCE CHARGE**. This gives us the daily balance. The daily balances for the billing cycle are then added together and divided by the number of days in the billing cycle. The result is the Average Daily Balance. The **FINANCE CHARGE** is determined by multiplying the Average Daily Balance by the number of days in the billing cycle and applying the periodic rate to the product. No additional **FINANCE CHARGES** will be imposed on new purchases shown on your statement if the New Balance shown on the statement is paid in full by the Payment Due Date reflected on the statement. The Payment Due Date is not less than 21 calendar days from the billing cycle closing date shown on your statement.

**LIABILITY FOR UNAUTHORIZED USE:** You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use of your Card if you notify us orally or in writing at Western Division FCU, 6750 Main Street, Williamsville, NY 14221, telephone number (716) 632-9328, of the loss, theft, or possible unauthorized use. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your Account or your Card, nor does it apply in the case of cash advances obtained at an ATM. In any case, your liability for unauthorized use will not exceed \$50.00 and you will not be liable for any unauthorized use that occurs after you notify us (or our designee) at the address or telephone number above.

**CREDITING OF PAYMENTS:** We do not charge for payments made by standard mail service or other standard payment methods approved by us. If we charge a fee for any expedited payment service we offer, that fee will be disclosed to you at the time you request the service. All payments made on your Account at the address designated for payment on the monthly periodic statement will be credited to your Account on the date of receipt. If the date of receipt is not a business day, your payment will be credited on the first business day following receipt. All payments on your Account will be applied first to collection costs, then to any **FINANCE CHARGE** and other fees due, and then to the unpaid principal balance. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and in any contingency whatsoever, if we shall receive anything of value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you.

**SECURITY:** You specifically grant us a consensual security interest in all individual and joint accounts you have with us now and in the future to secure repayment of credit extensions made under this Agreement. The granting of this security interest is a condition for the issuance on any card, which you may use, directly or indirectly, to obtain extensions of credit under this Agreement. Shares and deposits in an Individual Retirement Account or 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 are giving. Collateral securing other loans with us may also secure payments for your Account under this Agreement.

**DEFAULT:** You will be in default: (1) if you fail to make any payment on time; (2) if you fail to keep any promises you have made under this or any other agreement with us; (3) if you are the subject of an order of relief under Title 11 of the U.S. Code (Bankruptcy); (4) if anyone tries, by legal process, to take any of your money maintained with us; (5) if you have given us false or inaccurate information in obtaining your Card; or (6) if we reasonably believe that you are unable or unwilling to repay your obligations to us.

**ACCELERATION:** If you are in default, without notice to you we may accelerate your debt and call any amounts you owe immediately due and payable, plus **FINANCES CHARGES**, which shall continue to accrue until the entire amount is paid. You expressly waive any right to notice of our intention to accelerate and notice that your debt has been accelerated.

**TERMINATION AND CHANGES:** You may terminate the Credit Card Agreement, by written notice, as to future advances at any time. We can terminate the Credit Card Agreement at any time subject to such notice as may be required by applicable law. Termination by either party shall not affect your obligation to repay any payments made for your Account resulting from

use of the Card as well as **FINANCE CHARGES** and other related charges. We may change the terms of the Credit Card Agreement, including the periodic rate, at any time subject to such notice as may be required by applicable law. If you use your Card or Account to make a purchase or cash advance or balance transfer after having been given notice of a change in terms, you agree that the existing balance in your Account at the time of that use will be subject to the new terms, as shall subsequent uses.

**NOTIFICATION ADDRESS FOR INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES:** We may report the status and payment history of your Account to credit reporting agencies each month. If you believe that the information we have reported is inaccurate or incomplete, please notify us in writing at the address shown above in this Agreement. Please include your name, address, and home telephone number and Account number.

**RECEIPT OF AND AGREEMENT TO TERMS AND CONDITIONS OF DISCLOSURE/ AGREEMENT:** By using the Card, you agree to all the terms and conditions and promise to perform all the obligations, requirements, and duties contained in this Disclosure and the Credit Card Agreement, and you acknowledge receipt of a copy of this Disclosure and Card Agreement.

**CREDIT INVESTIGATION:** In conjunction with your application for credit and, if approved, maintenance of your Account, you agree that we have the right to investigate your credit and employment history, to verify your credit references, to request and use credit reports, and to report the way you pay your Account to credit bureaus and other interested parties.

**ADDITIONAL PROVISIONS:** Each provision of the Disclosure and Card Agreement must be considered part of the total Disclosure/Agreement and cannot in any way be severed from it. However, if any provision of this Disclosure / Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of the Disclosure/Agreement will remain valid and enforceable. You understand that this Disclosure/ Agreement is performable in the county and state of the credit union shown above in this Disclosure, and the validity, construction, and enforcement of this Disclosure/Agreement shall be governed by applicable federal law and the laws of the state in which the credit union shown above is primarily located. We do not warrant any merchandise or services purchased by you with the Card. All purchases and cash advances are extended at the option of the merchant or cash-advancing financial institution and we are not responsible for the refusal of any merchant or financial institution to honor your Card. The Card remains our property at all times and you agree to immediately surrender the Card upon demand. You agree to pay all reasonable costs of collection, including court costs and attorney's fees, and any costs incurred in the recovery of the Card. We can accept late payments or partial payments, or checks or money orders marked "payment in full" without losing any of our rights under this Disclosure/Agreement. We can also delay enforcing any of our rights under this Disclosure /Agreement without losing them. You expressly waive presentment for payment, demand, protest, and notice of protest and dishonor of the same. You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment.

You may not use your Card for any illegal transaction. You agree that we may decline to process any transaction, which we believe in good faith to be for an illegal purpose. You agree that we will not be liable for declining to process any such transaction. If we do process any transaction, which ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this Disclosure/ Agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the Card will be deemed an act of default under this Disclosure/Agreement. You further agree to waive any right to take legal action against us for your illegal use of the Card and to indemnify and hold us, VISA®, harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use. You acknowledge that we may provide personal data concerning you to VISA® its Members, or their respective contractors for the purpose of providing you with VISA® Emergency Cash and Emergency Card Replacement Services, and you consent to the release of your information for these purposes.

#### **FOREIGN TRANSACTIONS**

If you effect an international transaction with your Account, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction 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. In addition, all foreign transactions (originated outside of the United States) will be subject to a 1.00% Foreign Transaction Fee. The Foreign Transaction Fee will apply to all international purchase, cash disbursement, and account credit transactions.

#### **WHAT TO DO IF THERE IS AN ERROR ON YOUR STATEMENT NOTICE OF YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE**

This notice contains information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us in Case of Errors or Questions About Your Statement.** If you think your statement is wrong or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 calendar days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information: (1) Your name and Account number. (2) The dollar amount of the suspected error. (3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us 3 business days before the automatic payment is scheduled to occur.

**Your Rights and Our Responsibilities After We Receive Your Written Notice.** We must acknowledge your letter within 30 calendar days, unless we have corrected the error by then. Within 90 calendar days, we must either correct the error or explain why we believe the statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including **FINANCE CHARGES** and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any **FINANCE CHARGES** related to any questioned amount. If we didn't make a mistake, you may have to pay **FINANCE CHARGES**, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 calendar days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your statement was correct.

**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: (a) You must have made the purchase in your home state, or if not within your home state, within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or mailed you the advertisement for the property or services.