

# **CARDHOLDER AGREEMENT**

# Harvard Alumni World Mastercard®



Revised April 2023

#### WELCOME TO YOUR ACCOUNT

Take a moment to read and save this important information about your account. This document, along with the Rates and Fees Table, is an agreement between you (the Cardholder(s)) and Harvard University Employees Credit Union. We've agreed to issue you a credit card as described in this agreement, and you agree to repay us, along with interest charges and fees. You also agree to the rules and regulations contained in the bylaws governing accounts with the Harvard University Employees Credit Union (HUECU) as they are now, or hereafter may be amended, and authorize HUECU to obtain consumer reports in connection with this account. Each person who uses the Card(s) or permits another to use the Card(s), agrees to be jointly and severally liable to the Credit Union for all authorized transactions and resulting obligations due to the Credit Union. If you activate your card, use this account, or make any payment to it, you're indicating that you accept the terms of this agreement. If you have any questions, please call 617-495-4460.

The following Account Documents govern your Credit Card Account with us:

(1) this Agreement; (2) all Statements; (3) any rewards program terms, conditions, and disclosures; (4) any privacy notices; (5) your Card benefits brochure which describes benefits provided by the Payment Card Network for your Account; (6) all disclosures and materials provided to you before or when you opened your Account; (7) any other documents and disclosures relating to your Account, including those provided online; and (8) any future changes we make to any of the above. Please read these carefully and keep them for future reference.

#### GETTING STARTED: YOUR ACCOUNT

Get acquainted with your account by reviewing the important terms below.

IMPORTANT TERM	WHAT IT MEANS TO YOU	OUR RESPONSBILITY
Credit Limit	A credit limit is the maximum amount you can charge on a revolving credit account, such as a credit card. As you use your card, the amount of each purchase is subtracted from your credit limit. The number you're left with is known as your available balance.  How Do Credit Limits Relate to Available Balance? It's important to remember that your credit limit is not the same thing as your available balance. Purchases and other transactions, such as cash advances, will reduce your available balance, as will any interest or fees you're charged. But those things don't change your credit limit.	We will post your current credit limit on your monthly billing statement. We may cancel, change or restrict it or your credit availability at anytime.
	As you make monthly payments on the account, your available credit goes back up by that amount-minus any finance or other charges.  The Cardholder(s) will not request an advance which will cause the Credit Limit to be exceeded at any time; however, if the	

	Credit Limit is exceeded at any time, the Cardholder(s) promise to immediately repay the amount of the excess to the Credit Union. The Cardholder(s) agree not to use the card to effectuate any transaction which	
Authorized Users	is unlawful under applicable law.  An authorized user is a person added to a credit card account by the primary cardholder. Anyone can be an authorized user, as long as they meet the card issuer's age requirements; for instance, the primary cardholder may choose to add their child, spouse, and partner or close friend as an authorized user.	Per your request, we may issue cards that access your account to your authorized users. If you wish to terminate an authorized user, we may close your account and open a new account with a different account number.
	While an authorized user can make purchases with their card (assuming the cardholder agrees), the liability for making payments lies only with the primary cardholder. The credit card issuer will expect the primary account owner to pay the monthly bill as normal, no matter who made the purchases. You must notify the Credit Union if you want the authorized user to stop using your account.	
	Even though the authorized user does not have financial responsibility for the account, account information may be reported to the credit bureaus on the authorized user's credit report.	
Amendments	The Credit Union may amend the terms and conditions set forth in this Agreement, provided that such amendment shall be delivered at least one billing cycle, but not less than 45 days prior to the effective date of the change.	Our ability to make changes to this agreement is limited by applicable law. We may communicate amendments to this agreement to you via mail, email, or other electronic means, or include amendments in your monthly billing statements as permitted by law.
	You understand that if you disagree with any amendments to this agreement, you may close your account with the current terms and conditions unchanged. However, closing my account will not release me from my obligations to the Credit Union.	

# **IMPORTANT DEFINITIONS**

T IT MEANS
ents are due on the payment due date shown on your monthly statement.
APR(s) will vary with the market based on the Prime Rate, which is the highest rate of st listed as the "US Prime Rate" in the "Money Rates" section of the Wall Street Journal.

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	We calculate variable APR's by adding a margin to the Prime Rate. Rates are reviewed each month, and any new rate will be applied on the first day of the calendar month, based upon the Prime Rate listed as of the first day of the preceding month (or if such day is not a Business Day, the following Business Day). The APR may increase or decrease each month if the Prime Rate changes. If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available. If The Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate.
Default	Your account will be in default if:  1) You do not pay at least the minimum payment when due;  2) You fail to comply with this or other agreements with us; or  3) File Bankruptcy; or  4) We believe you may be unwilling or unable to pay your debts on time; or you become incapacitated or die.
	If your account is in default, we may close it without notice and require you to pay your unpaid balance immediately. We can also begin collection activities. In the event of any such default because you have failed to pay us, we will require you to pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this agreement.
Interest Avoidance Balance	Pay the Interest Avoidance Balance every month by your due date to avoid interest on non-Installment Plan purchases and avoid prematurely paying off your Installment Plan Balances. This amount includes your current statement New Balance, minus your Installment Plan Remaining Balance and any eligible Promotional Balances (if applicable), plus your monthly Installment Plan Payment amount due. It does not include disputed amounts.
Monthly Payment Due for Installment Plan Balance(s):	Total amount owed this month for active installment plans.
Remaining Balance for Installment Plan(s) and eligible promotion(s):	Total Remaining Balance of outstanding installment plan balance(s) and any eligible interest free promotional balance(s), if applicable.

# **USING YOUR CARD**

You can use your account in the following ways. Your account is to be used only for personal, family or household purposes. You cannot use your account for illegal purposes, such as unlawful gambling. You agree that we may rely on information provided to us by merchants and the applicable payment network to define transactions as Purchases, Balance Transfers or Cash Advances.

TRANSACTIONS	WHAT IT MEANS TO YOU	OUR RESPONSIBIL TY
Purchases	You may use your account to buy	We authorize charges to your account in accordance
	goods and services.	with the terms of this agreement.
Checks	For your protection, balance transfer	We may provide balance transfer and cash advance
	and cash advance checks must be	checks for your use; we have the right not to pay a
	signed by the person whose name is	check for any reason.
	printed on the checks.	
Balance Transfers	If eligible for a balance transfer, you	We do not permit balance transfers from other
	can transfer balances to your account	HUECU accounts or loans with us unless otherwise
		stated.

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	by using balance transfer checks,	
	visiting our website, or calling us.	
	Delenes Transfers are mucessed as	
	Balance Transfers are processed as Cash Advances.	
C 1 A 1		
Cash Advances	You may obtain cash from automatic	
	teller machines at banks or by using	
	cash advance checks. Interest	
	charges begin to accrue on Cash	
	Advances as of the date that the Cash	
	Advances are made or the first day of	
	the billing cycle in which posted to	
	the account, whichever is later, and will continue to accrue until the Cash	
D :	Advances are paid in full.	XX
Reoccurring	You may set up scheduled and repeat	We are not responsible for scheduled and repeat
Automatic Charges	transactions to your account. If your	transactions if your account is closed, suspended or
	account is closed or suspended, or	the account number changes.
	your account number changes, you	
	will need to contact any persons that	
	you are paying by automatic transactions.	
Foreign Transportion	A fee of 0% of the transaction amount	If a transaction is in a foreign augrency MasterCard
Foreign Transaction Fee and Exchange	posted to my account will be imposed	If a transaction is in a foreign currency, MasterCard will convert the transaction into U.S. dollars using
Rate	on all foreign transactions where the	their own currency conversion procedures, and then
Raic	purchase amount is converted from a	will send us the transaction amount. The exchange
	foreign currency into U.S. dollars. A	rate will be determined using either the range of rates
	foreign transaction includes	available in the wholesale currency markets for the
	purchases, cash withdrawals and	processing date (which may be different from the rate
	cash advances that you complete, or	the card association receives) or a government-
	a merchant on my card outside of the	mandated rate in effect on that date. The exchange
	U.S., Puerto Rico or the U.S. Virgin	rate used by MasterCard may differ from the rate on
	Islands.	the date of your transaction.
	A devaluation of the U.S. dollar	In the case of returned or exchanged merchandise
	against the foreign currency in which	that was purchased in a foreign currency, the
	the transaction was made will result	exchange rate is determined on the date of the return.
	in a higher than expected dollar	
	amount charged. This currency	
	differential, along with any	
	transaction fee could result in your	
	account exceeding the credit limit.	
	Use of my card outside of the U.S.	
	may be subject to certain limitations.	
	If you are traveling outside the U.S.,	
	you may contact the Credit Union for	
	information concerning such	
	limitations in various countries.	
Authorization of	We are not obligated to honor every	We may decline transactions for any reason,
Transactions /	transaction, and we may close or	including: operational matters, the account is in
	suspend your account. Sometimes we	default, or suspected fraudulent or unlawful activity.

Closing Your	close accounts based not on your	We are not responsible for any losses associated with
Account	actions or inactions, but on our	a declined transaction.
	business needs.	
Installment Plan	Installment Plan refers to the option	At our discretion, we may make Installment Plans
	to pay for purchases over time by	available to you; we may decline an Installment Plan
	dividing the purchase amount into	transaction for any reason.
	smaller equal payments, spreading	
	purchases, including fees, into	
	periodic monthly repayment amounts.	
	The <u>Terms and Conditions</u> for the	
	Installment Plan are available (https://	
	huecu.org/wp-content/uploads/2022/09/Installment- Payments-	
	TC.pdf). Eligible cardholders may use	
	the Installment Plan feature through	
	huecu.com or the HUECU Card App to	
	create an Installment Plan balance from	
	recent eligible purchase transactions for	
	an eligible amount. The Installment Plan	
	balance has set repayment terms subject	
	to purchase interest each month (i.e., no	
	grace period unlike regular purchases). When presented with available offers, you	
	select how many billing periods you wish	
	to pay the Installment Plan balance in full	
	by making regular payments each	
	monthly billing period. At the start of the	
	billing cycle immediately proceeding the	
	billing cycle in which you created the	
	Installment Plan, you will be charged	
	purchase interest under the Purchase APR	
	for each period during which there is a	
	balance in the Installment Plan. An	
	eligible purchase transaction for the Installment Plan is a purchase of at least	
	a specified dollar amount but may not	
	include certain purchase transactions	
	such as cash advances and any fee owed	
	to us. An eligible amount for the	
	Installment Plan is a portion of your	
	account balance, as specified from time	
	to time within the HUECU Card App.	
	Balance transfer transactions are not	
	eligible for an Installment Plan. The ability to create an Installment Plan is	
	based on several factors, such as your	
	creditworthiness, your credit limit, and	
	your account behavior. You will not be	
	able to create an Installment Plan	
	balance if you enroll in a debt	
	management program, have entered	

into any type of credit card balance	
repayment modification agreement	
with us (including Skip-A-Pay), or if	
your account is closed or in default.	
When you have an Installment Plan	
balance on your account, you can	
avoid interest on your new (non-	
installment) regular purchases if you	
pay your entire Interest Avoidance	
Balance by the due date each month.	
For more information on the	
Installment Plan, see the Frequently	
Asked Questions (https://huecu.org/wp-content/	
uploads/2022/09/Installment-Payments-FAQs.pdf).	

# **PAYMENTS**

You will receive a billing statement, if one is required, each month. It will show your minimum required payment.

TRANSACTIONS	WHAT IT MEANS TO YOU	OUR RESPONSIBILITY
Payment Instructions	You must follow the payment instructions on your billing statement. You can pay us by: check, money order, or electronic payment drawn on a U.S. bank or a foreign bank branch in the U.S. All payments must be in U.S. Dollars. You authorize us to collect any payment check either electronically or by draft. See your billing statement for complete payment instructions.	As long as you make your payment in accordance with the instructions on your billing statement by the date and time payments are due, we will credit your payment as of the same day it is received.
Minimum Payment Due	You agree to pay at least the minimum payment when due. You also agree to pay over limit amounts when billed to your monthly statements.	We will calculate your minimum payment due based on the method described below the Rates and Fees Table. The minimum payment will appear on your monthly statement and includes any past due amounts.
Grace Period	When your account is in an interest-free period, interest is not charged on new purchases.  Your account is in an interest-free period when you have paid the New Balance or Interest Avoidance Balance shown on your most recent billing statement by the due date and time	When your account is in an interest-free period, we will not charge you interest on new purchases.
	If you do not pay the New Balance or Interest Avoidance Balance shown on your most recent billing statement by the due date and time,	

	you will lose your interest-free period and we will charge interest on your purchases.  After you re-enter an interest-free period, interest charges on purchases may still appear on your next billing statement. This reflects interest charged from the beginning of that billing cycle through the date that your payment for the prior billing statement was received.  Balance Transfers, Checks and Cash Advances do not have an interest-free period and if these balances are	
Payment Allocation	not paid in full by paying your New Balance or Interest Saving Balance by the due date and time, you will lose your interest-free period on new purchases.  When you make a payment, generally, we first apply your minimum payment to the monthly	We apply payments to balances as they appear on your monthly statement before being applied to new
	obligation for any Installment Plan offer balances, which requires repayment of the balance over a pre-selected number of billing periods, and then to the balance on your monthly statement with the lowest APR.  Any payment above your minimum payment would generally then be applied to the balance on your monthly statement with the highest APR first.	transactions. An example of a new transaction is a recent purchase you made that has not yet been included in the New Balance as shown on your statement.
	If you do not pay your New Balance or Interest Avoidance Balance, as shown on your statement, in full each month, you may not avoid paying interest on your new, regular purchases.	
Payment Processing		We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Account. We may resubmit and collect returned payments electronically. If necessary, we may adjust your Account to correct errors, process returned and

		reversed payments, and handle
		similar issues. When you send us a
		check as payment, you authorize us to
		make a one-time electronic fund
		transfer from your deposit account.
		You also authorize us to process the
		payment as a check. We may
		withdraw the funds from your deposit
		account as early as the same day we
		receive your payment. We will
		provide additional information about
		this process on your Statement. We
		may use the information from a check
		to create an electronic image. We may
		collect and return the image
		electronically. If we convert the check
		to an electronic image, you will not
		receive your original check back from
		your bank. This electronic image may
		also be converted to a substitute check
		and may be processed in the same
		way we would process a check. We
		will not be responsible if a check you
		provide has physical features that
		when imaged result in it not being
		processed as you intended.
Credit Balances	You may request a refund of any	If you do not request a refund, we will
	credit balance at any time.	apply any credit balance to new
		charges on your Account. If a credit
		balance remains on your account for 3
		months, we will automatically credit
		your Share Savings Account.

## **HOW TO AVOID**

Certain transactions and situations may cause your account to receive a fee or have another impact on your account. The information below explains how you can avoid these outcomes. Amounts of these fees are listed in the Rates and Fees Table. Special services your request may incur additional service fees; be sure to carefully review the details of any additional services to understand the terms.

HOW TO AVOID	WHAT TO DO	WHAT IT MEANS
Late Fee	Ensure HUECU receives at least the minimum payment shown on your billing statement within 15 days of the due date	If any payment is late, we may charge you a late fee. If the fee is based on a balance, we calculate the fee using the total balance at the end of the day the fee is charged.
Return Check Fee	Do not submit a payment that could be returned unpaid	We may charge this fee if the check payment you offer to us is not honored, returned unpaid, or cannot be processed.

Collections	Do not default	If you are in default, we may take the
		actions described above in the
		Default section under Important
		Definitions above.

# WHAT HAPPENS IF

Review this section for common situations or questions that might require action from you or the Credit Union.

WHAT HAPPENS IF	ACTION	WHAT IT MEANS
I think I found a mistake on my	We will investigate	Write to us within 60 days after the
statement		suspected error appears on your
		billing statement. We will investigate
		and contact you with our findings.
		Please see the Your Billing Rights
		section below for more details.
I'm dissatisfied with a credit card	We will research the problem	Attempt to resolve the problem with
purchase		the merchant directly. Then contact
		us in writing or electronically about
		the purchase. Please see the Your
		Billing Rights section below for more
		details.
My card is lost or stolen	Contact us immediately and stop	If your card is lost or stolen, or you
	using your account	think someone used your account
		without permission, tell us
		immediately by calling the
		Cardmember Services number located
		on your card or billing statement or
		reporting lost in the Cards App.
My account is closed or suspended	You remain responsible for your	Even if your account is closed or
	balance	suspended, you must still repay all
		amounts you owe under the account.
I want to transfer a balance	Balance transfer transaction fees	You may incur a transaction fee for
	apply	these transactions. See the Rates and
		Fees Table for the amount of this fee.

## ABOUT OUR RELATIONSHIP

Maintaining a positive relationship with you is very important to us. Please review these terms to understand more about your account.

IMPORTANT INFORMATION	WHAT IT MEANS
Communications	You agree that we may communicate with you by mail, telephone, email, fax, prerecorded message, automated voice, text message or other means allowed by law regarding your Account. You agree that we may contact you at any telephone number (including a mobile telephone number that you provide us), and use an automated telephone dialing system or similar device to do so. You agree that we may monitor or record any conversation or other communication with you.
Telephone	We may listen to and record your telephone calls with us and we may use your voice for verification.

Credit Information	We may, from time to time, obtain and review your credit, employment, income and any other
	information about you from credit bureaus and other third-party sources to assist us in the on-
	going administration of your Account. You consent to permitting the Credit Union to use this
	information in connection with verifying your identity, opening, renewal and extension of your
	Account, servicing and collection, credit line increases or decreases, offers for other cards,
	loans, or financial services, and for other uses permitted by law. In order to determine whether
	a material change in my financial circumstances had occurred, the Credit Union may review
	my credit to determine my current financial situation. We will provide information about you
	and your account to credit reporting agencies, and may provide information about this account
	in the name of the authorized user. If you think we provided incorrect information, write to us
	and we will investigate it.
Governing Law	This agreement and your account will be governed by federal law, as well as by the laws of the
	Commonwealth of Massachusetts, and will apply no matter where you live or use this account.

#### **INTEREST CHARGES**

#### Daily Interest Rates and Annual Percentage Rates may be found on the Rates and Fees Table.

The interest charge for each billing cycle will be computed by multiplying the Average Daily Balance of the balance subject to interest charge during the billing cycle by the monthly periodic rate. The Average Daily Balance is determined by dividing the sum of the closing daily balances subject to interest charge during the billing cycle by the number of days in the cycle. The balance subject to interest charge for any day is determined by adding to the prior day's closing balance subject to interest charge, any Cash Advances and Credit Purchases (but only if the previous New Balance was not paid in full by the end of the current billing cycle) posted to my account on such day, and subtracting any payments or credits for such day. Interest charges are added to my account are the end of each billing cycle, but such interest charges are never added to the balance upon which interest charges are computed.

#### 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, contact us in writing at the address below. You may also contact us through the mobile app or on the web at www.huecu.org.

Harvard University Employees Credit Union Customer Service, PO BOX 31112 Tampa, FL 33631-3112

In your communication, provide 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 incorrect.

You must notify us of any potential errors in writing. If you call us or notify us electronically, 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 Written Communication

When we receive your communication, we must do two things:

- 1. Within 30 days of receiving your communication, we must tell you that we received it. We will also tell you if we have already corrected the error.
- 2. Within go days of receiving your communication, 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 contact us in writing 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 inform you of 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 exercise 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 the Customer Service address shown on your billing statement. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will inform you of our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

#### CARDHOLDER AGREEMENT RATES AND FEES TABLE

Harvard Alumni Card		
Annual Percentage Rate	0.00% intro Rate for the first 12 billing cycles, then	
(APR) for Purchases	<b>14.24% to 18.00%</b> based on your credit worthiness. After that, your rate will vary	
	with the market based on Prime Rate plus a margin.	
APR for Balance Transfers	<b>0.00%</b> intro Rate for the first 12 billing cycles following account opening on transfers made, then	
	14.24% to 18.00% based on your credit worthiness.	
	After that, your rate will vary with the market based on Prime Rate plus a margin.	
APR for Cash Advances	14.24% to 18.00% based on your credit worthiness.  After that, your rate will vary with the market based on Prime Rate plus a margin.	
APR for Installment Plan Purchases	<b>6.99% to 9.99%</b> fixed rate for the term of each Installment Plan for purchase transactions eligible for the Installment Plan, based on your credit worthiness. The APR and eligibility are based on the amount of each purchase transaction or amount selected to create the plan, the number of billing periods you choose to pay the balance in full up to a maximum of 6 billing periods, and other factors. The monthly payment and APR will be disclosed during the activation of each Installment Plan.	
Minimum Interest Charge	If you are charged interest, the charge will be no less than <b>\$0.50</b> .	
Paying Interest	Your due date will be a minimum of 25 days after the close of each billing cycle. We will not charge you interest on new purchases if you pay your entire balance or Interest Avoidance Balance by the due date each month. We will begin charging interest on balance transfers and cash advances on the transaction date.	
	*Balance Transfers, Checks and Cash Advances do not have an interest-free period and if these balances are not paid in full by paying your New Balance or Interest Avoidance Balance by the due date, you will lose your interest-free period on new purchases unless your balance is in a promotional interest free promotion.	

For Credit Card Tips from	To learn more about factors to consider when applying for or using a credit card, visit
the Consumer Financial	The website of the Consumer Financial Protection Bureau at
Protection Bureau	http://www.consumerfinance.gov/learnmore.

Fees			
Annual Fee	None		
Transactions Fees			
Foreign Transaction Fee	None		
Cash Advance Fee	None		
Balance Transfer Fee	2.00% of the amount transferred.		
Penalty Fees			
Late Payment Fee	\$10.00 or 10.00% of the outstanding balance, whichever		
Return Check Fee	is less		
	\$4.50		
Other Fees			
Replacement Card Fee	<b>\$20.00.</b> If issued the same day, <b>\$31.00</b> .		
Emergency Replacement Card Fee	\$50.00		

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new transactions)." See Interest Charges section in this Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights are included in this Agreement. See Your Billing Rights section for full details.

Minimum Payment: We will calculate the minimum payment as: (1) any past-due amounts; PLUS

- (2) any special payment obligations in connection with Installment Plan Offers which require repayment of the balance over a pre-selected number of billing periods; PLUS
- (3) the larger of (a) \$30.00 (or total amount you owe if less than \$30.00); or (b) the sum of (i) 3% of the new balance (excluding any installment plan balances which require special payment obligations to ensure repayment of the balance over a pre-selected number of billing period).

MILITARY LENDING ACT NOTICE: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit.