# **AGREEMENTS**





# Welcome to the United Nations Federal Credit Union (UNFCU).

Please read this document carefully for information regarding your UNFCU credit cards

# **Visa Credit Card Agreement**

Your use of the United Nations Federal Credit Union (UNFCU) Visa or Visa Signature credit card is governed by this agreement. Therefore, you should read it thoroughly before you sign or use the card. All transactions, fees, charges, and payments are due in US dollars. Your UNFCU Visa or Visa Signature credit card may not be used for any illegal transactions. This agreement is subject to change without notice to you, except as otherwise provided by law.

#### **Definitions**

In this Visa credit card agreement, the word "agreement" refers to this Visa credit card agreement, the credit card rates sheet, and Fees and Service Charges, which constitute the contract applicable to all transactions on your Visa or Visa Signature account, even if the sales, cash advance, or credit slips you sign contain different terms. The words "you" or "your" mean each applicant to whom a UNFCU Visa or Visa Signature credit card is issued. The words "we," "us," and "ours" mean the United Nations Federal Credit Union. The word "card" refers to the UNFCU Visa or Visa Signature credit card that was sent to you. "Account" refers to your Visa credit card account with us.

# Responsibility

This agreement becomes effective once you sign, activate, or use your UNFCU Visa or Visa Signature credit card. If you do not wish to be bound by this agreement, do not use or activate the card and contact us immediately to state you do not agree with the terms of the agreement and that you wish to close your account. Otherwise, this agreement will be deemed to have been accepted by you. If you do sign the card, you should not use it after the expiration date printed on the face of the card. Use of the account means that you agree to pay all debts and finance charges arising from the use of the card and to be bound by all of the terms and conditions of this agreement. For example, you are responsible for all charges made by you, your spouse, minors using this account, and any other authorized cardholders or users.

You are also responsible for any charges made by anyone else to whom you have given the card. You and any person who signed the application for the account, or who accepts, signs, or uses the card, or uses the account in any way, will be jointly and severally liable for payment. This means that we can enforce the entire payment obligation or any part thereof against any

of you individually and/or as a group. This agreement will bind and benefit both parties to it: you and us. It will also bind both parties' legal representatives, successors, and assigns (your legal representatives are those who have a legal right to act for you, your successors are those who take your place, and your assigns are those to whom you transfer your rights and duties). Please note that you are not permitted to assign or transfer any rights under this agreement without first obtaining our consent in writing. Any transfer without our prior written consent is invalid.

#### **Credit Line**

If we approve your application, we will establish a credit line (the total of purchases and cash advances that you are permitted to have outstanding on your account at any one time). We will notify you of the amount upon card issuance. This does not create a loan commitment on our part. You agree not to let the account balance exceed this approved credit line. Each payment you make on the account will restore your credit line by the amount of the payment, which is applied to the principal. We reserve the right to amend your credit line at any time. By giving you written notice, we may reduce your credit line or revoke your card and terminate this agreement. We may take these actions if you are in default, if you exceed your credit limit, if your creditworthiness changes adversely, or if you fail to comply with this agreement in any way, upon your failure to make any loan payment when due on any loan with UNFCU: if you have made or do make any false or misleading statements in furnishing financial and other information to UNFCU; or if any attachment, execution, or other legal process is issued against any of your property. If you wish to increase your credit line, you must submit an application to us for approval. You may at any time terminate this agreement. However, termination by either you or us does not affect your obligation to pay the balance. Any card(s) we issue to you shall remain our property, and you must recover and surrender all cards to us upon termination of this agreement by either party. You may not transfer loan balances to this account from other accounts with us.

#### Renewal of Card

For your protection, your Visa or Visa Signature credit card is issued with an expiration date. Upon expiration of your Visa or Visa Signature credit card, if your account is active and in good standing, we may automatically issue you a renewal card. We may choose not to issue a renewal card if your account is not in good standing or if UNFCU has other grounds for termination pursuant to applicable law and this agreement. Furthermore, UNFCU reserves the right to terminate or not renew your credit card if there is excessive fraud or abuse of your account privileges or if you fail to comply with the terms of this agreement.

# **Monthly Statement**

We will send you a statement each month when there is an existing balance or any activity on your account. The monthly statement will show your previous balance of purchases and cash advances. It will also show the current transactions on your account, the remaining credit available under your credit line, the new balance of purchases and cash advances, the total new balance, the finance charge due to date, and the minimum payment due. Every month, you must pay at least the minimum payment due. You may pay the total amount you owe (total new balance) or any portion of it, provided you pay us the minimum payment due. The minimum payment will be either 1) 2.00% of the total new balance or 2) \$25.00, whichever is greater, plus 3) any past due amount(s) shown on previous statement(s), plus 4) any amount over the credit limit exceeding past due amounts. From time to time, we may offer certain program and/or promotions, which may reduce the required minimum payment. You may at any time pay the total indebtedness of this agreement. If at any time your total new balance exceeds your credit line, you must immediately pay the excess. Your total payment (including the minimum amount and any excess) will be applied to the balance with the highest Annual Percentage Rate (APR) first, then down to the balance with the lowest APR. Refunds of excess credit balances will be posted to your UNFCU savings account. If you obtain a refund, adjustment, or credit on a purchase made with your card, you will receive a credit to your Visa or Visa Signature credit card account, not cash.

#### **Grace Period**

Your grace period for the repayment of purchase balances is 25 days. You have no grace period for cash advance balances, or balance transfers. Balance transfers are processed as cash advance transactions. Finance charges accrue beginning on the cash advance transaction date.

# **Skip Pay**

You may request to skip a payment to your credit card for a given statement cycle's minimum payment due date due to financial hardship. Skipping a credit card payment is optional and is not required by UNFCU. This option is available at UNFCU's discretion to members in good standing and there is no fee. You may skip up to two payments in a calendar year. This option is not available for checking lines of credit, home equity loans, home equity lines of credit, and mortgages.

Should your skip payment request be approved, you acknowledge that a payment will not be due for the selected statement's minimum payment due date. Your minimum payment due will be \$0 for the selected statement cycle. Interest will continue to accrue on your credit card balance for the statement cycle selected for skip payment. All other terms in your credit card agreement remain in effect. You agree to resume payments to your credit card for the next statement cycle's minimum payment due date. The use of the Skip Pay option may extend the duration of your payments and therefore increase the interest you will need to pay.

# Security Interest and Right of Offset

In consideration for UNFCU issuing a Visa or Visa Signature credit card to you, you consent to our right to offset any account payment delinquency with funds in any of your UNFCU accounts and that UNFCU will have a security interest in any shares and deposits in all joint and individual accounts that you and/or any other person, who is jointly and severally liable under this agreement, have with UNFCU now and in the future. This does not restrict your rights vis-à-vis your accounts and is not a pledge by you of the account. Any exercise of this right by us is not an election of remedies. Shares and deposits in an Individual Retirement Account (IRA) and any other account that would lose special tax treatment under state or federal law if given as security, are not subject to the security interest you have given in your shares and deposits. Property given as security for any other loan may secure all amounts you owe UNFCU now and in the future.

#### Final Entitlements (for all UN or UN agency employees)

In the event that you cease to be employed by the UN or a UN agency for any reason whatsoever and you have an outstanding balance on a Visa or Visa Signature card you hereby acknowledge that pursuant to the UN Staff Rules, your employer (i.e. the UN or UN agency) will deduct from your final entitlements any money necessary to satisfy any indebtedness to UNFCU, including interest and fees. You acknowledge that the right to final entitlements has been factored into UNFCU's decision to extend credit to you and authorize UNFCU to apply your final entitlements to your UNFCU obligations. Please note that final entitlements will be collected regardless of your payment history. Should the final entitlements be insufficient to repay all monies due to UNFCU, you understand that you are responsible for and promise to pay the remaining monies due.

#### International Transactions

International transactions include any transaction that you make in a a currency other than US dollars, or that you make outside of the US even if it is made in US dollars. Purchases and cash advances made in non-US dollars will be billed in US dollars. Visa converts non-US dollars into US dollars according to a wholesale market rate or government mandated rate in effect on the transaction posting date. Visa imposes an international service assessment (ISA) fee, also known as a foreign transaction fee, on all international transactions. This fee will appear on the billing statement of any UNFCU credit card to which it applies.

Please visit <u>unfcu.org/cards</u> to see which cards incur a foreign transaction fee and to access the latest rates. UNFCU does not impose any additional fees of its own for international transactions but reserves the right to do so in the future.

#### **Authorizations**

We are not responsible for the refusal by a merchant or financial institution to honor your card. Except as otherwise required by applicable law or regulation, merchandise or services purchased or leased through use of your account on a non-refundable basis at your discretion may not be disputed for unsatisfactory performance. Although you may have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties or if we suspect fraud or unlawful activity. If your account is over limit or delinquent, or if you are in default under this agreement, authorizations of credit for transactions may be declined.

### **Protecting Your Account**

We take fraud prevention very seriously and have implemented certain fraud detection systems to help protect your UNFCU Visa or Visa Signature credit card from fraudulent activity. This detection system will monitor your card transactions and detect usage, which differs from your ordinary spending patterns. If we detect potential fraud, you may receive an inquiry from us regarding the account. In certain circumstances, we may block the account to investigate possible fraud. If we decide to block the account, we will not be liable to you for any damages suffered because of the blocking. This added fraud protection feature is provided at no cost to you and does not affect the way your card transactions are processed. This is a precautionary measure to protect both you and us.

# **Default and Early Termination**

You are in default if you fail to make any minimum payment by the payment due date shown on your monthly statement. A late payment fee will be assessed on your account each time you fail to make the minimum monthly payment by the payment due date. This fee will be posted to your account balance and be subject to finance charges. Please refer to the Fees and Service Charges for further information, available on unfcu.org/fees or by calling or writing using the contact information at the end of this booklet. You will also be in default if you provide false information on your application, exceed your credit limit, fail to comply with any term or condition of this agreement or any other agreement that you make concerning your account, fail to provide us with updated financial information if requested, if any government authority takes action which UNFCU believes adversely affects your financial condition or ability to repay, if you withdraw or transfer from your share accounts any funds pledged under this agreement, or if you file a bankruptcy petition, a bankruptcy petition is filed against you, you make a general assignment for the benefit of creditors or if any of the cardholders dies. If you are in default, use of the card (which at all times remains our property) must end immediately, and we may, at our option, demand immediate payment of the entire amount you owe us. This amount will include any amounts not vet billed to you and any finance charge or other fee earned by us, without giving you notice. In any event, we may demand immediate and complete payment at any time without cause, unless otherwise provided by applicable law. In the event of default, you are required to cut the card in half and return it to us. To the extent permitted by law, you will also be required to pay

our collections expenses including court costs and reasonable attorney fees. We can accept late or partial payments, or checks and money orders, marked "paid in full," or language having the same intent, without losing any of our rights under this agreement.

#### **Inactive Accounts**

We reserve the right to close your account if it has been inactive for at least 120 days. This is to protect your account from fraudulent use. We will advise you by letter prior to closing and may give you the opportunity to re-activate your account.

# **Preauthorized Charges**

If you default, if your card, or PIN is lost or stolen, or we change your account or account number for any reason, we may suspend automatic charges on that account to third party vendors of other goods or services. If preauthorized charges are suspended, you must contact the third party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.

# **Finance Charges Calculation**

Finance charges are calculated by multiplying the average daily balance by the monthly periodic rate as described in the section of this agreement titled APR. This is known as the "average daily balance" method. The average daily balance is determined by dividing the sum of the closing daily balances for each day during the billing cycle by the number of days in the billing cycle. No finance charges will be incurred with respect to purchases or other charges (except cash advances, and balance transfers) during the billing cycle in which they are debited from the account if the previous balance is zero or shows a credit due to the member, or if the total amount credited during the billing cycle, as shown on the billing statement, equals or exceeds the previous balance. Finance charges will be calculated on the total purchase balance unless full payment is received within the grace period. Finance charges on cash advances, and balance transfers accrue from the date the transaction posts to the account. There is no grace period for cash advances, or balance transfers.

#### Credit Information

You agree that we may request consumer credit reports from one or more credit reporting agencies when opening, renewing, reviewing, or administering your account. You also authorize us to exchange credit information concerning you or your account with (and answer questions and requests from) others, such as merchants and credit reporting agencies, concerning your credit history with us.

#### Personal Identification Number

UNFCU will not automatically mail you a personal identification number (PIN) for your card. When you receive your card, you may select your PIN by logging in to Digital Banking and clicking on the Reset PIN tile in the Card Management menu. This PIN will allow you to make cash withdrawals and purchases at terminals compatible with chip and PIN credit cards. Your PIN is your secret code. You agree not to disclose your PIN to anyone and to notify us immediately if your believe your PIN has been stolen.

# **Liability for Unauthorized Use**

If your card(s), or personal identification number (PIN) is lost or stolen, or if you believe someone may be using your account without your permission, you must notify us immediately. You may contact us by writing to: UNFCU Court Square Place, 24-01 44th Road, Long Island City, NY 11101, USA, or by calling us at +1 347-686-6000. You can report fraud in Digital Banking, or visit unfcu.org/contact to see all the ways you can reach us. We may terminate or limit access to your account if you have notified us, or we have determined that your card. and/or PIN may have been lost or stolen, or that there may be unauthorized access to your account. You may be liable if there is unauthorized use before your notice to us. In general, your liability for unauthorized use of your card before your notice to us will not exceed \$50.00. The \$50.00 limit does not apply for cash advances. You will not be liable for any unauthorized use of your card that occurs after you notify us. If you fail to notify us within 60 days from the date a statement was first transmitted to you that included an unauthorized charge, you may not be reimbursed for unauthorized transactions that occurred. Failure to promptly notify UNFCU of unauthorized use may also result in the closing of your account. We may terminate or limit access to your account if you have notified us or we have determined that your card and/or PIN may have been lost or stolen, or that there may be unauthorized access to your account.

#### **Inquiries or Questions**

You may address any inquiries or questions that you have about your account to UNFCU Court Square Place, 24-01 44th Road, Long Island City, NY 11101, USA. Additionally, you can call us at +1 347-686-6000 or toll-free using one of the numbers listed on unfcu.org/tollfree. If you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors (see Your Billing Rights section).

### **Additional Payment Information**

Payments accompanied by a payment stub, received at New York branches and payment made through Digital Banking, Mondays through Fridays excluding UNFCU holidays, will be posted on the day of receipt provided it is received by 17:00 Eastern Standard Time. Although payment made elsewhere may not be posted on the day of receipt, it will be posted within five business days thereafter. Cash payments may be made at the branches only. For your security, please do not mail in cash payments. Check payments should be mailed with a payment stub to UNFCU Payment Processing Center P.O. Box 9307 Des Moines, IA 50306-9307. Automatic payments that cannot be processed due to insufficient funds in your designated UNFCU savings or checking account will result in an insufficient fund (NSF) fee, as listed on the UNFCU Fees and Service Charges.

# **Verification of Identity**

Due to recently passed legislation to combat identity theft, you may experience delays in receiving an additional and/or replacement credit card if you recently changed your address or even if postal mail we sent to you was returned as undeliverable. In some cases, you will be asked to provide us with additional information and documentation so that we can verify your identity before issuing an additional or replacement card. These measures are to protect you from identity theft.

# How One Section of This Agreement Affects Another

Any section of this agreement that becomes invalid or unenforceable under any law, rule, or regulation of any federal, state, or local government agency will not in any way affect any other part of this agreement.

# **Delay In Enforcing Our Rights**

We can delay enforcing our rights under this agreement without losing them.

# **Applicable Law**

The laws of the United States of America and the State of New York apply to this agreement and to the use of your UNFCU Visa and Visa Signature account.

#### **Amendments**

We may amend this agreement, from time to time without prior notice to you, unless otherwise provided by applicable law or regulation. If we notify you of a change you do not agree to, you must notify us in writing and send us the card if you wish to cancel your account. Your failure to return the card within five business days of the effective date of the amendment, or your use of the card thereafter, will indicate your agreement to the amendments. To the extent permitted by law, amendments may apply to your existing account balance as well as future transactions.

#### Miscellaneous

A microfilm or other photographic copy of any sales slip or similar form showing a purchase, credit voucher, or cash advance order, as well as any electronic data made on the basis of the card, will establish the amount you owe us. You agree to reimburse us for any costs that we incur in providing you with microfilm or photographic copies of any sales slip; cash advance order, credit voucher, or similar form including electronic data that is not required to be provided to you by law. You agree to give us at least 10 business days prior notice of any change in your mailing address. You also agree to notify us immediately in writing if you change your name, place of employment, or home address.

# **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:

#### United Nations Federal Credit Union

Court Square Place, 24-01 44th Road Long Island City, NY 11101, USA Attention: Global Cards Solutions

Or email us at: email@unfcu.com

In your letter, or email, please include the following information:

- Account information: Your name, member number, and/or 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 calendar days after we sent the first statement on which the problem or error appeared.
- At least three 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 via email. 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:

- 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.
- 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 \$50.00 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:

- 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.
- 2. 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 via email at:

#### **United Nations Federal Credit Union**

Court Square Place, 24-01 44th Road Long Island City, NY 11101, USA Attention: Global Cards Solutions

#### email@unfcu.com

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

# **Annual Percentage Rate (APR)**

Your APR is subject to change. An introductory APR will be established on the date your account is opened and remain in effect for the introductory APR period. Your APR is calculated by adding a margin to the highest US Prime Rate as published in *The Wall Street Journal* on the last day of the month preceding the first day of your billing cycle. For example, if your billing cycle starts on 11 June, your APR will be based on the highest Prime Rate published on 31 May. Your actual APR may be lower than the US Prime plus margin if the rate is subject to regulatory limits. For current rates and margins, please visit:

#### **Annual Fee**

unfcu.org/rates

For Visa Azure and Visa Signature Azure credit card accounts, there is no annual fee. For Visa Signature Elite accounts, there is an annual fee of \$50.00. The annual fee will be posted to your account on your first billing cycle and on each subsequent 12 month anniversary of your first billing cycle. The annual fee will be posted to your account balance and be subject to finance charges. UNFCU does not charge a fee for issuing your Visa card. However, for any Visa or Visa Signature account in which a credit card, whether issued in the name of the account holder or an authorized user, has been replaced two times, there is a re-issuance fee of \$20.00 for each subsequent replacement.

# **ATM Safety**

Please take appropriate precautions when using ATMs. For tips on ATM safety, see your UNFCU Membership and Accounts agreement.

# Priority Pass™ Select Use and Limitations

Visa Signature Elite credit cardholders who are 21 years of age or older may be issued a Priority Pass Select card. The fee for visiting a Priority Pass Select lounge is determined by Priority Pass Select, and will be charged to your Visa Signature Elite credit card. This transaction will be posted as a debit to the purchase balance and is subject to finance charges. When you use your Visa Signature Elite credit card to purchase airline tickets, UNFCU will pay for up to five Priority Pass Select visits per year, per Visa Signature Elite account. After the first five visits, a lounge visit fee of \$35.00 per person, per visit will be charged to your Visa Signature Elite credit card. Annual membership for additional Priority Pass Select cards on your Visa Signature Elite credit card is free. Unused lounge visits expire each year and do not carry over to future years. Lost or stolen Priority Pass Select cards must be immediately reported to Priority Pass Select by calling 1-800-352-2834 within the US/Canada or Mexico. Outside the USA, please call +1-972-735-0536, Priority Pass Select airport lounge locations, prices, and terms and conditions are subject to change without notice. Please visit prioritypass.com for current locations and information.

# Visa Credit Card Rewards Program Limitations

UNFCU provides a Visa rewards program which cardholders can enjoy by redeeming the reward points accumulated for purchases made with the Visa or Visa Signature credit card. Visa reward points are not accumulated for cash or balance transfers. Visa reward points or credits may have no monetary value and may only be used as specified on the credit card rewards website, accessible through Digital Banking. You understand and agree that any rewards program or credits will be forfeited immediately upon closure of the account by you or us and may also be forfeited if you are in default. Reward points are subject to expiration after which time they are forfeited. The expiration date will be disclosed on your monthly statement. Forfeited points will not be reinstated. We may, at any time and subject to applicable law, change any term or condition, or add any term or condition, to any credit card rewards program without notice to you. To redeem or learn more about the rewards program benefits, log in to Digital Banking.

#### **Contact Us**

Email a member service representative for assistance at email@unfcu.com.

If you wish to visit us or connect with us using other channels, visit unfcu.org/contact for more options.

# serving the people who serve the world ®

#### United Nations Federal Credit Union

Court Square Place, 24-01 44th Road Long Island City, NY 11101, USA +1 347-686-6000 | email@unfcu.com

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