

## Homeland CU – Cardholder Agreement

**1. Agreement.** These regulations govern the possession and use of credit cards ("card") issued by **Homeland CU** ("Issuer"). Each person who applies for a credit card and in whose name the card is issued ("Holder") consents and agrees to these regulations and to the terms contained on the credit cards, sales drafts, credit adjustment memos and cash advance drafts, signed by or given to Holder or any authorized user of Holder's cards. When credit cards are issued upon the application of two or more persons, all such persons shall be jointly and severally liable as holders. The provisions of these regulations, as amended from time to time, govern Holder's obligations, notwithstanding and additional or different terms contained in sales drafts, credit adjustment memos, cash advance drafts or other forms signed by or given to Holder or any user of Holder's cards to evidence a credit card transaction. Holder authorizes an investigation of Holder's credit standing prior to the issuance of a credit card to Holder and at any time thereafter and authorizes disclosure of information to third parties relating to Holder's credit standing. These regulations apply to all credit cards issued to Holder or to others on Holder's authorization and to any user of Holder's cards.

**2. Membership Fees.** Each Homeland CU VISA account entitles the Holder to one plastic per cardholder. Holder agrees to pay a fee for each additional card requested. Please see Rates and Fees Disclosure Table for fees charged.

**3. Use of Card.** Credit for purchases from a merchant or cash advance from a participating financial institution may be obtained by Holder or an authorized user of Holder's card presenting one of the Holder's cards to the merchant or participating financial institution and, if requested, by providing the proper identifying information and signing the appropriate drafts. Failure to sign a draft does not relieve the Holder of liability for purchases made or cash received. The use of this card for illegal transactions including but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law. The card may also be used to obtain cash advances from certain automated equipment provided it is used with Holder's correct Personal Identification Number ("PIN") issued to Holder. Holder may make only **five** cash advance withdrawals totaling not more than **\$1000** each day from compatible ATM terminals. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawals. Holder will not be liable for the unauthorized use of the card or PIN issued to Holder which occurs before issuer receives notification orally or in writing of loss, theft or possible unauthorized use of a card or PIN. Lost or stolen cards or PINS should be reported immediately to Issuer by notifying the **Fraud Center at 855-293-2458 or 10740 N. Gessner Suite 250, Houston, TX 77064**

**4. Use of Homeland CU card checks.** We may from time to time, issue convenience checks to you that may be drawn on your account. Credit obtained by use of a convenience check shall be treated as a cash advance. Convenience checks may not be used to make a payment on your account balance. 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.

**5. Credit Line** Holder will from time to time be informed of the amount of the approved credit line established for Holder, and Holder covenants not to make credit purchases or borrowings in excess of the amount. Holder is liable for all purchases and borrowings made with Holder's cards by Holder or anyone authorized to use Holder's cards. You may request an increase in your credit limit by a method acceptable to the Issuer. The Issuer 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.

**6. Payment.** Holder will be furnished with a monthly statement for each billing period at the end of which there is an undisputed debit or credit balance of **\$1.00** or more. Holder shall pay within **25 days** after each statement Closing Date either (a) the full amount billed ("New Balance") or, at holder's option, (b) a minimum Payment of **\$10 or 3%** of the New Balance whichever is greater. Payments may be mailed to **Homeland Credit Union, PO Box 650789, Dallas, TX 75265**. **Payments may be made, in person, at a Homeland CU office or through online banking. Payments received after 7:00 p.m. EST on any processing day or at any time on any non-processing day will be considered as payments made on the following processing day.** We apply payments based on the rules built to meet regulations. We apply the minimum due amount in Homeland CUs favor and any excess amount in the cardholder's favor.

**7. Interest Charges.** Holder shall pay Interest Charges as shown on Holder's monthly statements, for each billing period in which there is a cash advance of the Previous Balance is not paid in full prior to the Closing Date of the billing statement. We figure the Interest Charges on your account by applying the monthly Periodic Rate to the entire "Balance Subject to Interest Rate." The additional charge for cash advances shall not apply to any cash advance obtained under a credit agreement with Holder and written in connection with these regulations. The "Balance Subject to Interest Rate" is the "average daily balance," of the account (including current transaction). To get the "average daily balance," we take the beginning balance of the account each day, add any new cash advances, credit purchases and other charges, and subtract any payments or credits, unpaid late charges, unpaid membership fees and unpaid Interest Charges. This gives us the daily balance. Then, we add up all of the daily balances for the billing cycle and divide the total by number of days in the billing cycle. This gives us the "AVERAGE DAILY BALANCE," **Interest Charges** for credit purchases begin on the date purchase is posted to account unless the Previous Balance shown on the statement is paid in full prior to the Closing Date of the statement. Credit purchases made during the statement period and Previous Balance will be excluded from the calculation of the "average daily balance" if the Previous Balance shown on the front of the statement was paid in full prior to the Closing Date of the statement. The Interest Charge on cash advances begins from the date you obtained the cash advance. Holder may avoid additional Interest Charges on an account by paying in full the New Balance shown on the account's monthly statement within **25 days** after the Closing Date for that statement.

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

**9. Variable Annual Percentage Rate. (Only applies to Visa Platinum)** The current monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE for new accounts are disclosed on the accompanying card mailer. These rates may vary quarterly and shall be adjusted on the first day of each quarter. The ANNUAL PERCENTAGE RATE on each Change Date shall equal the highest prime rate published in The Wall Street Journal "Money Rates" tables on the first date of publication in the calendar months (January, April, July, October) preceding each Change Date ("Index Rate"), PLUS a Margin. For more information current margin(s), please refer to the Rates and

Fees Disclosure Table. The monthly Periodic Rate is 1/12th of the **ANNUAL PERCENTAGE RATE**. Beginning on the date an adjustment in the rate is effective and until the next Change Date, the monthly Periodic Rate then in effect will be applied to the balance in the account to determine the Interest Charges. An adjustment in monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** will apply both to the outstanding balances in the account and to new cash advances, (including any balance transfers from other credit card accounts), credit purchases, and other charges. An increase or decrease in the Index Rate will cause an increase or decrease in the monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** and may increase the amount and number of minimum payments. If the Index Rate ceases to be made available, Issuer may choose substantially similar index and margin.

**10.How We Will Calculate your Variable APRs. (Only applies to Visa Platinum)** We calculate variable APRs by adding a margin to the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal. The APR may increase or decrease each quarter if the Prime Rate changes. Any new rate will be applied to the first day of your billing cycle during which the Prime Rate has changed. 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, Issuer will select a similar reference rate.

**11.Additional Fees.** For a listing of fees charged in association with this card, please see the Rates and Fees Disclosure Table accompanying this Agreement. These charges will not be imposed if Holder's request is in connection with or delivery of the documents in response to an alleged billing error under Regulation E or Z issued by the Board of Governors of the Federal Reserve System. Fees imposed will be posted to Holder's account.

**12.Security Interest.** All credit advanced to Holder for credit purchases or cash advances constitutes loans made by Issuer to Holder in the state of OH. Issuer disclaims as security for loans made to Holder under these regulations any security interest it may at any time have in household goods or real property. Except as disclaimed above, loans made to Holder after the effective date of these regulations may be secured by collateral given by any Holder to secure other loans from Issuer. If you give the Issuer 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 Issuer agrees to release all or part of the pledged amount.

**13.Foreign Transactions.** If a Holder's card is used to affect a transaction in a foreign currency, the transaction amount will be converted to U.S. dollars by VISA International, VISA converts currency to U.S. dollars using either the government mandated exchange rate or the wholesale exchange rate, in effect one day before the date of conversion, as applicable. The exchange rate is increased by up to **1%** if the conversion is made in connection with a charge to an account and decreased up to **1%** if the conversion is made in connection with a credit to an account. The date of conversion by VISA may differ from the purchase date and the posting date identified in the monthly statement for the account. Holder agrees to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

**14.Disputes.** Issuer is not responsible for refusal by any merchant, financial institution or automated equipment to honor or accept a card. Except as provided in the Federal Truth-In-Lending laws (as indicated in the Summary of Billing Rights below), Issuer has no responsibility for merchandise or services obtained by Holder with a card and any dispute concerning merchandise or services will be settled between Holder and the merchant concerned.

**15>Returns and Adjustments.** Merchants and others who honor your card may give credit for returns or adjustments, and they will do so by sending the Issuer a credit which will be posted to your account. If your credits and payments exceed what you owe the Issuer, the amount will be applied against future purchases and cash advances. If the credit balance amount is **\$1.00** or more, it will be refunded upon your request or typically after **six (6) months**.

**16.Default.** Holder covenants to observe and comply with these regulations and covenants not to permit an event of default to occur. Upon the occurrence of one or more of the following events of default: (a) Holder fails to pay at least the Minimum Payment when due on two occasions within any **12-month period**; or (b) Holder dies, ceases to exist, changes residency to another state, becomes insolvent or the subject of bankruptcy or insolvency proceedings or fails to observe any covenant or duty contained in these regulations. If such event or breach materially impairs Holder's ability to pay amounts due: the full amount of Holder's account for which the default occurred (including unpaid Interest Charges) shall, at Issuer's option become immediately due and payable if Holder does not cure the default within **15 calendar days** after notice is mailed to the address of Holder, or given as otherwise provided by law. Issuer has the right, without notice and opportunity to cure: if the default is the Holder's third default within **12 months** and the Holder is notified of the prior two defaults and the Holder cures those defaults.

**17.Termination.** Holder's consent to these regulations may be terminated at any time by surrendering the cards issued to the Holder or at Holder's written request, but such termination shall not affect Holder's obligations as to any balances or charges outstanding at the time of termination. Termination by any Holder shall be binding on each person on whose name the card is issued. If Holder's spouse terminates this credit plan, the full amount of Holder's account (including unpaid Interest Charges) may be declared immediately due and payable. Issuer may terminate Holder's privilege to use the cards if Holder moves out of the service area of Issuer, as defined by Issuer from time to time. Unless sooner terminated, the privilege to use the cards shall expire on the date shown on the cards. At any time, without liability to Holder and without affecting Holder's liability for credit previously extended. Holder's privilege to use the cards may be revoked or limited to the extent not prohibited by law. The cards are and shall remain the property of Issuer and holder agrees to surrender them to Issuer upon demand.

**18.Changing or Terminating Authorized Users.** Upon request, we may issue additional cards for authorized users that you designate. You must notify us in writing of any termination of an authorized user's right to access your account. Your letter must include the name of the authorized user and your account number issued to the authorized user along with the authorized user's card and any convenience or other access checks issued to the authorized user. If you cannot return the authorized user's card or access checks and if you request your account to be closed, we will close your account and you may apply for a new account.

**19.Effect of Agreement.** The Agreement is the 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.

**20.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 fully remain in effect and fully enforceable possible under the Agreement.

**21. 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 when you meet one or more of the conditions as set forth in the Disclosure accompanying this Agreement. 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.

**22. Amendments.** Issuer may amend these regulations from time to time by sending Holder advance written notice not less than **45 days** prior to the effective date for any change that is either adverse to Holder's outstanding balance or increases certain fees, as required by the OH Consumer Act from time to time, or not less than **15 days prior** to the effective date for other changes, or as may otherwise be required of permitted by law. To the extent that Issuer indicates in the notice and that the law permits, amendments will apply to Holder's existing account balance as well as future transactions. Notices are deemed given when mailed by Issuer to any Holder to the current address for mailing monthly statements. Invalidity of any provision of these regulations shall not affect the validity of any other provisions unless otherwise provided by the OH Consumer Act.

**23. Governing Law.** Holder agrees to be governed by the OH Consumer Act with respect to all aspects of the transactions arising under these regulations. All statutory references are to the statutes as they may be renumbered or amended from time to time.

**24. Collection Costs.** You promise to pay all costs of the collecting the amount you owe under this Agreement to the extent permitted by state law.

**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 other 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.**

Rev 4/23/2025