

**Truliant Federal Credit Union**  
**VISA® PLATINUM REWARDS**

**VISA PLATINUM REWARDS — VARIABLE RATE  
 (OPEN PRIOR TO OCTOBER 1, 2020)**

**Account Opening Disclosure  
 and Pricing Information**

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases, Balance Transfers, and Cash Advances</b>	<b>15.74%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	<b>None</b>
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	<b>None</b>
<b>For 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> .

<b>Fees</b>	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• Balance Transfer</li> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul>	<b>None</b> <b>None</b> <b>1% of each transaction in U.S. dollars</b>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Over-the-Credit Limit</li> <li>• Returned Payment</li> </ul>	<b>\$15.00</b> <b>None</b> <b>up to \$25.00</b>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).” See your account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

### **CREDIT CARD AGREEMENT**

NOTICE: See “YOUR BILLING RIGHTS” section for important information regarding your rights to dispute billing errors.

In this Agreement the words “you” and “your” mean each and all of those who apply for the card or who sign this Agreement. “Card” means the VISA Platinum Rewards Credit Card and any duplicates and renewals we issue. “Account” means your VISA Platinum Rewards Credit Card Line of Credit Account with us. “We,” “us” and “ours” means this Credit Union.

(Continued on next page)

(12/27/2022)

**1. Using the Card.** You may use the Card issued to you to make purchases in person, online, and by mail or telephone from merchants and others who accept VISA cards. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program and from automated teller machines (ATMs), such as VISA ATM Network, that provide access to the VISA system. (Not all ATMs provide such access.) You will need to use your Personal Identification Number (PIN) to obtain a Cash Advance from an ATM. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, Cash Advances, credit or other slips cannot be returned with the statement. You should retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you request. You may not use your card for any transaction that is illegal under applicable federal, state or local law.

**2. Responsibility.** If we issue you a Card, you agree to repay all debts and the FINANCE CHARGE arising from the use of the Card and the Card Account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the Card and this responsibility continues until the Card is recovered. You cannot disclaim responsibility by notifying us, but we will close the Account for new transactions if you so request and destroy or return all Cards. Your obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgement to which we are not a party may direct you or one of the other persons responsible to pay the Account. Any person using the Card is jointly responsible with you for charges he or she makes, but if that person signs the Card he or she becomes a party to this Agreement and is also jointly responsible for all charges on the Account, including yours.

**3. Military Lending Act.** If you are a covered borrower under regulations related to the Military Lending Act, 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 transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Please call us at 1-855-878-0499 to receive oral disclosures.

**4. Convenience Checks.** We may supply you with personalized Convenience Checks which may be used to obtain Cash Advances on your VISA Account. Only the person whose name is printed on a Convenience Check may sign it. The following other conditions apply to the use of Convenience Checks: (a) you may not use one to make a payment on any obligation to the Credit Union, (b) it must be written for only U.S. dollars, (c) it cannot be postdated (show a future date), (d) it cannot be certified, (e) it will not be honored if you are in default to the Credit Union under this agreement or any other agreement with the Credit Union, (f) it cannot be for an amount greater than the remaining credit available in your Credit Line, and (g) it will not be honored if it has been reported lost or stolen. The Credit Union will have no liability for failure to honor a check for any of the foregoing reasons. The Credit Union may charge a fee (up to \$25.00 as of 1/24/2023) if we do not honor your check. Any Convenience Check that the Credit Union pays will be treated as a Cash Advance for your Account.

**5. Lost Card Notification.** If you believe the Card has been lost or stolen, you will immediately call 833-541-0777.

**6. Liability for Unauthorized Use.** You may be liable for the unauthorized use of your Credit Card. You will not be liable for unauthorized use that occurs after you notify the Credit Union orally or in writing, of any such loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00 for unauthorized cash advances at ATM's. You will have no liability for unauthorized purchases made with your card.

**7. Credit Line.** If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the Card. 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 principal. You may request an increase in your Credit Line only by written application to us, which must be approved by us. By giving you written notice we may reduce your Credit Line from time to time, or with good cause, revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse reevaluation of your credit-worthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the Account balance. All Cards remain our property and you must recover and surrender to us all Cards upon our request and upon termination of this Agreement.

**8. Credit Information.** You authorize us to investigate your credit standing when opening, renewing or reviewing your Account and you authorize us to disclose information regarding your Account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized by applicable law.

**9. Monthly Payment.** We will mail you a statement each month showing your previous balances of Purchases, Balance Transfers, and Cash Advances, current transactions on your Account, the Minimum Payment required, and other information. Each month you must pay at least the Minimum Payment within 25 days of your statement closing date. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce the FINANCE CHARGE by doing so. Your Minimum Payment will be either (a) 2% of your Total New Balance, or \$20.00, whichever is greater, or (b) your Total New Balance if it is less than \$20.00. In addition, you must pay any portion of the Minimum Payment(s) shown on prior statement(s) which remain unpaid. If at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. Unless you otherwise instruct, we may apply your payments in such manner as we may elect.

**10. Finance Charges.** A FINANCE CHARGE will be imposed on all outstanding balances in your Account from the time they are posted to your Account; however, you can avoid FINANCE CHARGES on Purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases will be subject to a FINANCE CHARGE. Cash Advances and balance transfers are always subject to FINANCE CHARGE from the date that they are posted to your Account.

The periodic rate applicable to your account as of January 24, 2023 was .0431233% (corresponding ANNUAL PERCENTAGE RATE 15.74%). The periodic rate that will be applied to the balances in your Account is a variable rate based on the value of an index. The index is the highest "Prime Rate" as published in the Wall Street Journal. Your ANNUAL PERCENTAGE RATE will be such prime rate plus 8.24%. Your daily periodic rate will be such ANNUAL PERCENTAGE RATE divided by the number of days in the year. Any change in the periodic rate will be effective on the 1st day of your next billing cycle immediately following a change in the index published in the Wall Street Journal. The interest rate applied to your Account will increase if the Prime Rate increases. Any increase in the periodic rate may increase the number of payments required to pay your Account balance in full, and may cause your minimum payment to increase. Your daily periodic rate will not exceed .049315% (18% ANNUAL PERCENTAGE RATE).

For all cards, your FINANCE CHARGE is based upon the average daily balance in your Account for the number of days in the billing cycle. The average daily balance in your Account is determined by taking the beginning balance in your Account each day, adding any new Purchases, Balance Transfers, and Cash Advances and subtracting any payment or credits. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." The FINANCE CHARGE is determined by multiplying the average daily balance by the daily periodic rate, and then by multiplying that product by the number of days in the billing cycle.

**11. Other Charges.** None.

**12. Annual Maintenance Charge.** You agree to pay an Annual Maintenance Charge for your VISA Account as follows:

**VISA Platinum Rewards - \$0.00**

Except as otherwise provided by law, your Annual Maintenance Charge is not refundable and will be charged to your Account as a Purchase. An Annual Maintenance Charge will be imposed as long as your Account has an unpaid balance.

**13. Default.** You will be in default if you fail to make any Minimum Payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens which the Credit Union believes may substantially reduce your ability to repay what you owe. When you are in default, the Credit Union has the right to demand immediate payment of your full Account balance without notice. If immediate payment is demanded, you will continue to pay FINANCE CHARGE, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security will be applied towards what you owe. To the extent permitted by law, you will also be required to pay the Credit Union's collection expenses, including court costs and reasonable attorneys' fees.

**14. Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases, balance transfers, and Cash Advances, or, if it is \$1.00 or more, refund it on your written request.

**15. Amendment to Agreement.** We may amend this Agreement at any time upon such notice as is required by applicable law in effect at the time. Any amendments (including amendment of interest rate, interest rate formula or fees) will apply not only to future transactions, but also to all Account balances outstanding on and after the effective date of the change. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection.

**16. Foreign Transactions.** To the extent that you have used your VISA card to purchase goods or services, or obtain cash in another country, your statement may reflect the conversion into U.S. dollars of transactions which occurred initially in a different currency. Currently, VISA U.S.A. regulations provide that the exchange rate is either (1) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate VISA itself receives, or (2) the government-mandated rate in effect for the applicable central processing date. VISA U.S.A. charges an International Service Assessment (ISA) fee of 1% which will be applied to each international transaction when foreign currency is converted because the merchant is using a non-US bank to process the transaction. The ISA will appear as a separate transaction on your statement.

**17. Plan Merchant Disputes.** Except as provided by law, we are not responsible for the refusal of any plan merchant or financial institution to honor your Card. For a statement of your billing rights and our obligations with respect to disputes with plan merchants, see the statement: "YOUR BILLING RIGHTS," which forms a part of this Agreement and disclosure.

**18. Agreement.** This Agreement is the contract which applies to all transactions on your Account even though the Purchase slips, Cash Advance slips, balance transfer requests, credit or other slips you sign or receive may contain different terms. We may assign our rights under this Agreement. If we do, any amounts due on your Account shall belong to our assignee.

**19. No Waiver.** The Credit Union can delay enforcing any of its rights any number of times without losing them.

**20. Statements and Notices.** You will receive a statement each month showing transactions on your Account. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

**21. Closing or Suspending Your Account.** You may contact a member service representative to close your Account. Truiliant may close or suspend your Account at any time and for any reason permitted by law, even if you are not in default. If we close or suspend your Account for any reason, you must stop using your Card but you must still pay us all amounts you owe on the Account.

**22. Governing Law.** This Agreement is made in North Carolina and we extend credit to you from North Carolina. This Agreement is governed by the laws of the State of North Carolina (without regard to its conflict of laws principles) and by any applicable federal laws.

**23. Arbitration. THIS ARBITRATION PROVISION WILL NOT APPLY TO YOU IF YOU ARE COVERED BY THE FEDERAL MILITARY LENDING ACT EITHER AS A MEMBER OF THE ARMED FORCES OR AS A DEPENDENT OF SUCH MEMBER.**

**YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION PROVISION AS DESCRIBED BELOW.** If you do not opt out and a Claim (as defined below) is arbitrated, neither you nor we will have the right to: 1) have a court or a jury decide the Claim; 2) engage in information-gathering (discovery) to the same extent as in court; 3) participate in a class action, private attorney general action or other representative action in court or in arbitration; or 4) unless all parties agree in writing, join or consolidate a Claim with claims of any other person or entity.

A. This Arbitration Provision describes when and how a Claim (as defined below) may be arbitrated. Arbitration is a method of resolving a dispute in front of one or more neutral persons (each an "arbitrator") instead of resolving the dispute through a court trial in front of a judge or a jury. Arbitration proceedings are private and less formal than court trials. Arbitration can be quicker and more cost efficient than court at resolving disputes. In an arbitration, the arbitrator (or arbitrators) will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. Courts rarely overturn arbitration decisions.

B. This Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16 (the "FAA")) and not by any state arbitration law.

- C. If you do not want this Arbitration Provision to apply, you may reject it by mailing us a written opt-out notice which specifies your name and address, identifies the applicable Account(s), and includes a signed statement that you opt out of the Arbitration Provision. The opt-out notice must be signed by you and sent to us by mail (not electronically) at: Truliant Federal Credit Union, Attn: Visa Department, P.O. Box 26000, Winston-Salem, NC 27114-6000. You should retain a copy of your opt-out notice and evidence of mailing it. **Any opt-out notice is effective only if it complies with the above requirements and is postmarked within 30 days after the date you first accepted your Account or 75 days you first received notice of this provision as a change in terms to this Agreement.**

This is the only way you can opt out of the arbitration provision and if you do not opt-out, this Arbitration Provision will be effective as of the date you first accepted your Account or 45 days after you first received notice of this provision as a change in terms to this Agreement. If an Account is jointly owned, one owner's rejection of this Arbitration Provision will be a rejection by all joint owners. In all other circumstances, your rejection of this Arbitration Provision will not be deemed to be a rejection of this Arbitration Provision by any person or entity other than you. If you have more than one Account with us, and wish to opt out of the Arbitration Provision for multiple Accounts, and are still within the time period for opting out of the Arbitration Provision for said Accounts, please include in your written opt out notice each Account for which you wish to opt out of the Arbitration Provision. In all other circumstances, your decision to opt out of the Arbitration Provision applies only to this Account and not to any other Accounts you have with us. Moreover, we offer a number of different products and services to our customers. If you opt out of arbitration for this Agreement, that will not affect any arbitration provision that may exist between you and us, now or in the future, in connection with other products or services you obtain from us; any such arbitration provision will remain in force unless you separately opt out of it in accordance with its terms. For example, if you also have a deposit or share account with us, opting out of this Arbitration Provision will not constitute an opt out of any arbitration provision that may apply to the deposit or share account.

- D. Disputes Subject to Arbitration: You or we may elect to have "Claims" arbitrated rather than resolved in court. The term "Claim" means any past, present or future claim, dispute or controversy between you and us that in any way arises from or relates to your Agreement or your Account. "Claim" has the broadest reasonable meaning and includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (4) disputes concerning your application or other information you gave us before opening your Account; (5) any Account(s) you previously had with us; (6) disputes arising from or related to products or services provided by or purchased or obtained from us in connection with your Account; (7) disputes arising from or related to any transactions in connection with your Account; (8) disputes arising from or related to any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning your Account; (9) claims brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity; (10) disputes concerning your Card, disclosures, finance charges, late charges, purchases, payments, insurance, security, collections, default, credit transactions, fees, cash advances, balance transfers, overdraft charges, foreign currency conversions, repossession or the collection of monies owed and the manner of collection; and (11) disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred prior to the date of this Agreement. However, this Arbitration Provision will not apply to any Claim that was already pending in court before this Arbitration Provision took effect.
- E. Disputes Not Subject to Arbitration: Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) disputes that are within the jurisdiction of a small claims court (or an equivalent court). You or we may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, you or we may elect to compel arbitration. Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court's jurisdiction, the entire dispute must, if you or we choose, be resolved by arbitration; and (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver), which are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of your Agreement as a whole is for the arbitrator, not a court, to decide. In addition, this Arbitration Provision does not prohibit you or us, at any time, from (1) exercising any lawful rights to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off or exercise a statutory lien or other lien granted by law or rule, the right to restrain funds in an account, recoupment, repossession, replevin or trustee's sales; (2) obtaining provisional or ancillary remedies or injunctive relief (other than a stay of arbitration), including but not limited to attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (3) bringing an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.
- F. Starting or Electing Arbitration: You or we may start an arbitration by filing a demand with the arbitration administrator pursuant to the administrator's rules. You or we may also require arbitration of a Claim filed in court by filing a motion with the court to compel arbitration of the Claim. Even if you and we have chosen and agreed to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.
- G. The Administrator: Any arbitration under this Arbitration Provision will be administered under the rules of the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), [www.adr.org](http://www.adr.org). You can obtain a copy of the AAA's rules by visiting their websites or calling them. The parties may also mutually agree to select an arbitrator who is an attorney, retired judge or arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the arbitrator's rules. If AAA cannot or will not serve, and the parties are unable to select an arbitrator by mutual consent, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by all of the terms of this Arbitration Provision (including, without limitation, the Class Action Waiver). Any arbitrator must be a practicing attorney with ten or more years of experience practicing law or a retired judge.
- H. Jury Trial Waiver: **IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.**

- I. **Class Action Waiver: ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. THIS MEANS THAT IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY.** An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.
- J. **Location and Costs of Arbitration:** Any arbitration hearing that you attend in person must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the arbitrator. Each administrator charges filing and administrative fees and the arbitrator also charges fees. The parties shall pay said fees in accordance with the administrator's rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the arbitration organization and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration organization and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, your Agreement or the administrator's rules.
- K. **Law Applied by the Arbitrator:** North Carolina and federal law shall apply as stated in the above Governing Law Provision. The arbitrator must apply this law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply in an individual court action, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.
- L. **Right to Discovery:** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The arbitrator shall have discretion to grant or deny that request.
- M. **Arbitration Award and Right of Appeal:** At the timely request of either party, the arbitrator shall provide a written explanation for the award. However, if the amount in controversy exceeds \$50,000, you or we can, within 15 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The appeal panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled "Location and Costs of Arbitration." The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction.
- N. **Rules of Interpretation:** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Provision shall survive (1) the repayment of amounts owed under your Agreement; (2) any legal proceeding; (3) any sale, assignment or transfer of your Account; (4) any bankruptcy to the extent consistent with applicable bankruptcy law; (5) any default, breach or repossession; (6) any termination, cancellation, closure, suspension or non-renewal of your Agreement, your Account or credit privileges; and (7) any termination, amendment, expiration or performance of any transaction between you and us. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of your Agreement, on the other hand, this Arbitration Provision shall govern. Any changes to this Arbitration Provision will apply only prospectively unless we give you a right to opt out of the change or the entire Arbitration Provision.
- O. **Severability:** If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

**Security Interest** – You grant us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future to secure your credit card account. Shares and deposits in an IRA 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 have given in your shares and deposits. You may withdraw these other shares unless you are in default. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. For example, if you have an unpaid credit card balance, you agree we may use funds in your account(s) to pay any or all of the unpaid balance.

You are affirmatively agreeing that you are aware that granting a security interest is a condition for the credit card and you intend to grant a security interest. You acknowledge and agree that your pledge does not apply during any periods when you are a covered borrower under the Military Lending Act.

## DESCRIPTION OF REWARDS PROGRAM

1. You will earn rewards ("points") for purchases of all eligible goods and services using the Platinum Rewards Credit Card ("Card"). For point accumulation rate please access your Rewards card account via online banking at Truliant.org or contact us for detailed information.
2. Accrual of points may begin on the date you receive the Card and the Card Agreement.
3. Point earnings are based on the new net retail purchase transaction volume (i.e., purchases less credits, returns and adjustments) charged to the Card during each periodic billing cycle ("billing cycle") by you ("net purchase(s)"). Net purchases are rounded to the nearest dollar and are subject to verification. If a transaction is subject to a billing dispute, the point value of the transaction will be deducted from the point total during the dispute period. If the transaction is reinstated, points will be reinstated.
4. Points earned in integrated/custom programs can accumulate collectively to one account as permitted by us.
5. Points may not be combined with any other loyalty/frequency reward program.
6. Points will not be earned or accumulated for cash advances, convenience checks, traveler's check purchases, finance charges, balance transfers, late fees, annual fees, over-limit fees, transaction fees, returned check fees, ATM transactions and fees or PIN transactions. At our option, additional exclusions may be included in the rules governing the rewards program.
7. Please contact the rewards customer service department at 833-580-2621 for information about any maximum point accumulation that applies to your program.
8. We reserve the right to award bonus points to selected cardholders.
9. Points are not your property and cannot be bought, sold or transferred in any way (including upon death or as part of a domestic relations matter).
10. To view when your points expire, please visit Truliant.org and access your Rewards card account through online banking.
11. To redeem points, your Card account(s) must be open (meaning not voluntarily closed, canceled or terminated for any reason); current (meaning there are no past-due balances on your Card account(s) at the time of redemption request); your outstanding balance must not be over the credit limit; account must not have a revoked, charged-off or bankruptcy status; and the Card cannot have any other status preventing authorizations.
12. You agree to release us, the Rewards Provider and its vendors from all liability for any injury, accident, loss, claim, expense or damages sustained by you, associated with a reward or use of rewards while participating in this program and in the case of a travel reward, anyone traveling with or without you, in connection with the receipt, ownership, or use of any reward. The foregoing entities shall not be liable for consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the reward.
13. You are responsible for determining any tax liability arising from participation in the program. Consult a tax advisor concerning tax consequences.
14. We and the Rewards Provider shall have no liability for disagreements with you regarding points. Discrepancies about point earnings are not treated as card billing disputes. Our decisions regarding point discrepancies shall be final. Redeemed points are deducted from your point balance as of the request date of a reward.
15. Points can only be redeemed based on the points available at the redemption center.
16. Points cannot be offset against your obligation to us.
17. Points must be redeemed by you and may be used for another person.
18. We reserve the right to disqualify you from participation in the program and invalidate all points for abuse, fraud, or any violation of the program terms and conditions. We may make such a determination in our sole discretion.
19. The rewards program is void where prohibited by federal, state, or local law.
20. We and the Rewards Provider are not responsible for typographical errors and/or omissions in any program document.
21. We reserve the right to change the terms and conditions of the rewards program. At our option, redemption of points may be restricted, limited, expired or canceled at any time without prior notice.
22. The rewards program is a service provided through ScoreCard and us. In the event of fraud, abuse of program privileges or violation of the program rules (including any attempt to sell, exchange or transfer points or the instrument exchangeable for points), we reserve the right to cancel your membership in the rewards program.
23. Eligibility in the program is restricted to individuals who have a billing address within the 50 United States or the District of Columbia.

## TRAVEL REWARDS

Call the Rewards Provider's travel redemption center or visit the rewards website for all your travel needs. They are a full service agency that can assist you with air rewards, hotel, auto, vacation and cruise reservations. The hours of operation for the travel redemption center are Monday through Friday from 8:00 a.m. to 12:00 a.m. ET, Saturday and Sunday from 9:00 a.m. to 9:00 p.m. ET.

1. All Travel must be redeemed through Rewards Provider's fully licensed redemption reservation center or online reservation site. You must have a valid Card at the time of redemption.
2. All airline tickets issued in exchange for points are non-refundable and non-changeable after ticket issuance, without paying the standard fees charged by each airline. Changes are subject to authorization by the airline and subject to add-collects and fees charged by the airline and redemption center.

3. Lost, stolen or otherwise destroyed airline tickets will not be replaced, without you paying the standard fees charged by each airline.
4. You may make additional travel reservations with the Rewards Provider's travel agency using our Card. The travel agency's normal and customary fees are billed to your Card for any additional services you require.
5. All travel documents will be issued the same day the reservation is made.
6. Airfares are not guaranteed until ticket is issued. All reservations will receive a fax or email on the same day the ticket is issued. You must call in any corrections or discrepancies by the close of business, the same day the ticket is issued. The travel redemption center will do their best to accommodate all changes and requests. Any changes or corrections done the following day or thereafter are subject to all airline airfare charges, exchange fees and processing fees and processing charges.
7. Paper airline tickets are subject to the individual airline paper ticket fees.
8. If a paper ticket is issued, you have two options for delivery. You can sign a waiver stating that you accept responsibility for a lost ticket, and then the ticket will be sent via US Mail. The second option is to pay a shipping fee for the ticket to be sent via over-night delivery. Priority, Saturday and outside the 48 contiguous states, deliveries may be subject to additional shipping charges.
9. You are responsible for payment of any excess baggage charges, departure taxes or other charges that may have been assessed by governmental entities as a result of travel under the rewards program.
10. Rewards Provider's normal and customary fees associated with processing travel related services are billed to your Card.
11. We and ScoreCard are not responsible for the performance by the airlines of the ticketed transportation. All reservations are made subject to the conditions of carriage, supply or business of the party providing the service, which include exclusions and limitations of liability. The airline industry is in constant flux and changes brought down by this industry are done quickly and without notice, therefore, Reward redemption rules for air travel are subject to change without notice.

Specific restrictions may apply to certain travel rewards.

## MISCELLANEOUS

### Travel Credit

You may redeem points for a travel credit, which can be applied to any travel reservation including airline tickets and hotel reservations. The travel credit will be immediately applied to the total cost of the travel reservation. You will then be responsible for paying the amount remaining after the travel credit is applied to the full value of the travel reservation.

### Airline Ticket

You may redeem points for a single lowest published airfare as follows:

1. Each free ticket must be ordered through the Rewards Provider for one round trip coach class airline ticket on a scheduled U.S. or international carrier.
2. All free tickets must be for round-trip travel on the same airline or code share airline.
3. En-route stopovers are not permitted unless they are to make direct connections. Reservations for tickets also exclude the usage of charters.
4. Actual travel may occur any time within three hundred and thirty (330) days after the reservation conditions in this agreement are met.
5. Reservations shall also be subject to airline seat availability on travel dates specified by the traveler.

## NON-TRAVEL REWARDS

### Merchandise \*

- a. When necessary, the Platinum Rewards program Rewards Provider may substitute a reward with an updated model of equal or greater value without advance notice. You will be notified of any change when ordering. The Platinum Rewards Provider may remove certain items and may replace or remove certain sections within any Rewards program literature or website. All rewards are subject to availability.
- b. Merchandise rewards may take four to six weeks to arrive from the time of order. Multiple rewards may arrive at different times from different vendors.
- c. Merchandise cannot be shipped to an APO/FPO or PO Box addresses.
- d. Merchandise that can be shipped by UPS will be available to all US territories. Items being shipped to Alaska, Hawaii, Puerto Rico, Guam and the US Virgin Islands may have an additional freight charge billed to your Card.
- e. Merchandise pictured in any Platinum Rewards program catalog or website may not necessarily reflect exact colors or models of actual rewards due to printing variations and/or manufacturers' updates. Information is accurate to the very best of our knowledge. We and the Rewards Provider are not responsible for errors or omissions.
- f. Points required for reward items are subject to change.
- g. You may exchange merchandise only in the event of merchandise defects or damage in shipment. Any exceptions, damages, or shortages must be noted on the delivery receipt before you sign to accept shipment of merchandise.

h. All merchandise is covered by manufacturer's warranties. Any such defect should be handled through the standard manufacturer repair facility as noted with product.

**Gift cards, gift certificates and prepaid cards \***

a. Points may be redeemed for gift cards or gift certificates from select merchants. Most gift cards or gift certificates are delivered within 2-4 weeks, to the address specified on the order file with the Rewards Provider, as long as it is within the United States and its territories. Points may also be redeemed for prepaid cards. The prepaid cards, issued by Visa® and MasterCard®, may take up to 4-6 weeks for delivery and can only be shipped within the United States.

b. Gift cards, gift certificates and prepaid cards cannot be returned.

c. All other sales and/or use taxes including shipping and handling charges of items purchased using a gift card, gift certificate or prepaid card are your responsibility and are subject to the merchant's policies in effect at the time of redemption. Purchases in excess of the amount of the gift cards are at your expense.

d. Gift cards, gift certificates and prepaid cards may also be subject to other restrictions imposed by the merchant. Gift cards and gift certificates purchased to provide services are subject to the terms and conditions of the vendor providing the services.

e. Additional terms and conditions may be specified on the gift card, gift certificate, or prepaid card.

f. If a merchant declares bankruptcy the Rewards Provider is not liable for the underlying funds on the gift card or gift certificate.

g. No dormancy or service fees will be charged by this Rewards Provider on the underlying funds of the selected reward gift card or gift certificate.

h. Once the gift cards, gift certificates or prepaid cards are redeemed and/or used, the cards are not returnable, exchangeable or replaceable.

i. Each merchant sets a policy in regards to lost or stolen gift cards or gift certificates. The Rewards Provider abides by the merchant's policy. If a gift card or gift certificate is lost or stolen, once received by you, you must report the occurrence to the Rewards Provider immediately. We reserve the right to decline to replace lost or stolen gift cards or gift certificates.

j. If gift cards, gift certificates or prepaid cards have been ordered by you and not received by you (addressee), you must notify the Rewards Provider using the provided customer service number. You must notify the Rewards Provider no earlier than fifteen (15) days after the expected receipt date and no later than sixty (60) days from the expected ship date. Upon receipt of such notification, the Rewards Provider will investigate. The Rewards Provider with its sole discretion may replace any non-received shipment, in which a full balance remains on a gift card or gift certificate.

k. The Rewards Provider is not responsible if a recipient or you defaces, damages or otherwise renders unsuitable for redemption a gift card or gift certificate that was received from this reward site.

l. The prepaid Visa® and MasterCard® cards expire in 24 months from issuance. The expiration date is imprinted on the front of the prepaid card. Expired prepaid cards cannot be replaced.

m. Visa is a trademark of Visa U.S.A. Inc.

n. MasterCard is a registered trademark of the MasterCard International Incorporated.

**Cash back rewards \***

The cash back reward(s) will appear as a credit on your Rewards Card within the next two billing statements. You are responsible for any outstanding balance owed on the account after the credit is applied. Cash back reward(s) cannot be applied toward the payment amount owed on your Rewards Card.

\* The available rewards may not apply to your program.

## 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:

Truliant Federal Credit Union  
Attn: Billing Rights Department  
P.O. Box 26000  
Winston-Salem, NC 27114-6000

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

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

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

### **While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

### **After we finish our investigation, one of two things will happen:**

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Truliant Federal Credit Union  
Attn: Visa Department  
P.O. Box 26000  
Winston-Salem, NC 27114-6000

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

## TRAVEL ACCIDENT INSURANCE DESCRIPTION OF COVERAGE

Principal Sum(s) Enrolled: Visa Credit Card:  
Benefit Amount, \$250,000

**THIS IS AN ACCIDENTAL DEATH AND DISMEMBERMENT  
ONLY POLICY AND DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS**

*This Description of Coverage is provided to eligible cardholders, and replaces any and all Descriptions of Coverage previously issued to the insured with respect to insurance described herein.*

### **Eligibility and Period of Coverage**

You and your dependents<sup>1</sup> become covered automatically when the entire Common Carrier fare is charged to your covered card account ("Covered Persons"). It is not necessary to notify the Financial Institution, the Insurance Company or Plan Administrator when tickets are purchased. Coverage ends when the policy is terminated or on the date your covered card terminates or ceases to be in good standing, whichever occurs first.

### **Benefits**

Subject to the terms and conditions, if a Covered Person's accidental bodily injury occurs while on a Covered Trip and results in any of the following Losses within one year after the date of the accident, the Insurance Company will pay the following percentage of the Principal Sum for accidental Loss of:

Life .....	100%
Both hands or both feet .....	100%
Sight of both eyes .....	100%
One hand and one foot .....	100%
Speech and hearing .....	100%
One hand or one foot and the sight of one eye .....	100%
One hand or one foot .....	50%
Sight of one eye .....	50%
Speech or hearing .....	50%
Thumb and index finger on the same hand .....	25%

In no event will multiple charge cards obligate the Insurance Company in excess of the stated benefit for any one Loss sustained by a Covered Person as a result of any one accident. The maximum amount payable for all losses due to the same accident is the Principal Sum.

**Loss** means actual severance through or above the wrist or ankle joints with regard to hands and feet; entire and irrevocable Loss of sight, speech or hearing; actual severance through or above the metacarpophalangeal joints with regard to thumb and index fingers. The life benefit provides coverage in the event of a Covered Person's death. If a Covered Person's body has not been found within one year of disappearance, stranding, sinking, or wreckage of any Common Carrier in which the Covered Person was covered as a passenger, then it shall be presumed, subject to all other provisions and conditions of this coverage, the Covered Person suffered Loss of life.

**Injury** means bodily injury resulting directly and independently of all other causes from an accident which occurs while the Covered Person is covered under this policy.

**Covered Trip** means a trip (a) while Covered Person is riding on a Common Carrier as a passenger and not as a pilot, operator or crew member, and (b) charged to your covered card, and (c) that begins and ends at the places designated on the ticket purchased for the trip. Covered Trip will also include travel on a Common Carrier (excluding aircraft) directly to, from or at any Common Carrier terminal, which travel immediately precedes departure to or follows arrival at the designation designated on the ticket purchased for the Covered Trip.

**Common Carrier** means any scheduled airline, land or water conveyance licensed for transportation of passengers for hire. Common Carrier does not include a conveyance operated for sport, recreation, and/or sightseeing activities or for any travel in any aircraft device for aerial navigation except as expressly provided in the policy.

**Exclusion:** No payment will be made for any Loss that occurs in connection with, or is the result of: (a) suicide, attempted suicide or intentionally self-inflicting injury; (b) any sickness or disease; (c) travel or flight on any kind of aircraft or Common Carrier except as a fare-paying passenger in an aircraft or on a Common Carrier operated by a regular schedule for passenger service over an established route; or (d) war or act of war, whether declared or undeclared.

**Beneficiary:** Benefit of Loss of life is payable to your estate, or to the beneficiary designated in writing by you. All other benefits are payable to you.

**Notice of Claim:** Written Notice of claim, including your name and policy number VTA00015 should be mailed to the Plan Administrator within 20 days of a covered Loss or as soon as reasonably possible. The Plan Administrator will send the claimant forms for filing proof of Loss.

**The Cost:** This travel insurance is purchased for you by your Financial Institution.

**Description of Coverage:** This description of coverage details material facts about a Travel Accident Insurance Policy which has been established for you and is underwritten by Virginia Surety Company, Inc. Please read this description carefully. All provisions of the plan are in the master policy, VTA00015, issued to the Visa USA Trust, Chicago, IL which is effective 4/1/03. Any difference between the policy and this description will be settled according to the provisions of the policy.

**Questions:** Answers to specific questions can be obtained by writing to the **Plan Administrator:**

**CBSI Enhancement Services**  
**550 Mamaroneck Avenue**  
**Harrison, NY 10528**

**Underwritten by:** Virginia Surety Company, Inc., 1000 N. Milwaukee Avenue, Glenview, IL 60025

#### **General Program Provisions, Travel Accident Insurance:**

Travel Accident Insurance is provided under a master policy of insurance issued by Virginia Surety Company, Inc. (herein referred to as "the Company"). We reserve the right to change the benefits and features of all these programs.

VISA USA or the Company can cancel or choose not to renew the insurance coverages for all insureds. If this happens, your Financial Institution will notify you at least 30 days in advance of the expiration of the policy. Such notices need not be given if substantially similar replacement coverage takes effect without interruption and is provided by the same insurer. Insurance benefits will still apply to Covered Trips commenced prior to the date of such cancellation or non-renewal, provided all other terms and conditions of coverage are met. Travel Accident Insurance does not apply if your Card privileges have been suspended or cancelled. However, Insurance benefits will still apply to Covered Trips commenced prior to the date that your account is suspended or cancelled provided all other terms and conditions of coverage are met.

Coverage will be void if, at any time, you have concealed or misrepresented any material fact or circumstance concerning the coverage or the subject thereof of your interest herein, or in the case of any fraud or false swearing by the Insured relating thereto. No person or entity other than you shall have any legal or equitable right, remedy, or claim for insurance proceeds and/or damages under or arising out of this coverage.

No action at law or in equity shall be brought to recover on this coverage prior to the expiration of 60 days after proof of Loss has been furnished in accordance with the requirements of this Description of Coverage.

The Company, at its expense, has the right to have you examined, as often as reasonably necessary while a claim is pending. The Company may also have an autopsy made unless prohibited by law.

<sup>1</sup> *Your spouse, unmarried dependent child(ren), under age 19 (25 if a full-time student). No age limit for incapacitated child. Incapacitated child means a child incapable of self-sustaining employment by reason of mental retardation or physical handicap, and chiefly dependent on you for support and maintenance. The maximum benefit payable for dependent children is the Principal Sum, not to exceed \$500,000.*