



**VISA® CREDIT CARD AGREEMENT
FOR CONSUMERS**

Effective August 2022

Contact Us

If you have questions regarding this Visa Credit Card Agreement or your Visa Credit Card Account (including questions regarding transactions or charges appearing on your Statement, billing error inquiries, or reports of lost or stolen cards), you may contact us using any of the methods below.

Call our Information Center at:

800.328.8797

Hours of operation:

Weekdays from 8:00am to 9:00pm and

Saturdays from 9:00am to 3:00pm

Our Information Center is not staffed on Sundays or holidays observed by DCU

Email us at:

dcu@dcu.org

Chat with us at:

[dcu.org](https://www.dcu.org)

Write to us at:

Digital Federal Credit Union

P.O. Box 9130

Marlborough, Massachusetts 01752-9130

Attention: Card Services

Log in to Digital Banking:

use the "Secure Email" link under "Contact Us"

Note: Email sent through the "Secure Email" link inside Online Banking will be encrypted to protect your personal information. Messages sent through our public website Email/Feedback Contact Form are not encrypted, so you should not use that form to send Account numbers or other personal information.

Notice Regarding Confidential Information: We will never ask you to give us confidential information (such as your log-in credentials, account number, or Social Security Number) in a telephone call that we initiated, and we will not ask you to send such information to us via email. If you receive any such request, DO NOT respond to it and notify us immediately. We may request confidential information in order to establish or maintain financial services offered by DCU, but we will do so only through secure contact forms or protected online applications.

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I. General Information

- 1. Scope of this Agreement** – This Visa Credit Card Agreement including any changes to it (the “Agreement”) governs and contains the terms of your agreement with DCU regarding your consumer Card and Visa Account. The Agreement consists of three parts: General Information (Part I), the Cardmember Agreement (Part II), and the Pricing Information Disclosure provided to you.
- 2. Definitions** – Throughout this Agreement, the terms “we,” “us,” “our,” and “DCU” refer to Digital Federal Credit Union. The terms “you” and “your” refer to each applicant and co-applicant for the Card and Visa Account, any person responsible for paying the Visa Account, and anyone you authorize to use, access, or service the Visa Account. The term “Card” means the Visa Platinum, Visa Platinum Rewards, or Secured Visa credit card and any other access devices, duplicates, renewals, or substitutions DCU issues to you. The term “Visa Account” means the line of credit established by this Agreement and includes your Card. “Statement” means your Visa Statement of activity and payment information that DCU provides to you periodically as required by law. “Letter” means the Visa Credit Card Approval Letter that is sent to you by DCU when you are approved for a Visa Account.
- 3. Agreeing to this Agreement** – You acknowledge and agree that by signing, requesting, keeping, using, or permitting others to sign or use any of the Visa Account and/or Card(s) issued by DCU, you agree to all of the terms in this Agreement and any amendments that are made from time to time. You should retain a copy of this Agreement for your records and future reference.
- 4. Other Agreements** – In addition to this Agreement, your Visa Account will be subject to and governed by DCU’s practices, policies, and applicable service agreements, including:
 - a. DCU’s Account Agreement for Consumers, including Parts I, III, IV, VIII;
 - b. DCU’s Privacy Policy;
 - c. DCU’s Digital Banking Agreement;
 - d. DCU’s Secured VISA® Agreement and Pledge of Shares, if applicable;
 - e. DCU’s Request to Add VISA® Authorized User(s), if applicable;
 - f. DCU’s Request for Overdraft Protection, if applicable;
 - g. DCU’s Schedule of Fees and Service Charges;
 - h. if you have a Visa Platinum Rewards Account, the Terms and Conditions applicable to rewards;
 - i. your Visa Statements;
 - j. all disclosures and materials provided to you before or when you opened your Visa Account, including, but not limited to, the Letter and your application for your Visa Account;
 - k. any other documents and disclosures relating to your Visa Account, including those provided online; and
 - l. any future changes we make to any of the above.

Please read each of these documents carefully and keep them for your records and future reference.

- 5. Inapplicable to VISA® Credit Cards for Businesses** – This Agreement does not apply to VISA® Credit Cards held for business purposes. Please see our separate VISA® Credit Card Agreement for Businesses for information regarding business accounts.

II. Cardmember Agreement

- 1. Using Your Visa Account** – This Agreement applies whether or not you use your Card or Visa Account. It will continue to apply even after your Visa Account is closed, including if you have a balance owed.
 - a. You must sign the Card immediately when you receive it.
 - b. You must take reasonable steps to prevent the unauthorized use of your Card and Visa Account.
 - c. You must not use, or try to use, the Card or Visa Account for any illegal activity. You are responsible for any charges if you do.
 - d. You agree to use your Card and Visa Account in accordance with this Agreement.
- 2. Your Promise to Pay** – You promise to pay DCU the amounts of all credit you obtain under this Agreement, which includes all Purchases, Balance Transfers, and Cash Advances. You also promise to pay us all the amounts of interest charges, fees, and any other transactions charged to your Visa Account in accordance with this Agreement. Your promise to repay includes all transactions made by you or anyone you allow or authorize to use your Card and/or Visa Account, including, but not limited to, transactions where you did not sign a purchase slip or other documents for the transaction, and transactions made without presenting your actual Card (such as for mail, telephone, Internet, or mobile device purchases).
- 3. Credit Limit** – Your Visa Account has a credit limit, which was disclosed to you in writing, in your Letter or otherwise, when you were approved for a Visa Account, and may have been adjusted by notice from DCU since you opened your Account. You agree not to let the unpaid balance on your Visa Account exceed this credit limit. As detailed in Section 15 below, your Visa Account will be in default if you exceed your credit limit, which may result in DCU taking certain actions, including but not limited to, suspending, closing, or terminating your Visa Account, as detailed in Section 16 below. DCU is not obligated to allow your Visa Account to go over the credit limit. If we do authorize transactions in excess of your revolving credit line, they will be subject to

this Agreement. You may request a credit limit increase on your Visa Account only by a method acceptable to DCU, and any credit limit increase will only be effective if approved by DCU. DCU may increase, decrease, change, or restrict your credit limit at any time for any reason permitted by law. You understand that only a portion of your Credit Limit may be available for Cash Advances and that the portion of your Credit Limit for Cash Advances may be increased, decreased, changed, or restricted at any time in DCU's sole discretion.

4. Types of Transactions – You may obtain credit in the form of Purchases, Balance Transfers, and Cash Advances, by using your Card, Visa Checks, Card or Visa Account number, or other credit devices.

- a. "Purchase" means the use of your Card, Visa Account, or Card or Visa Account number (including through the use of an enabled mobile device) to (i) buy or lease goods or services; or (ii) make a transaction that is not otherwise a Cash Advance. Purchases include any fees and adjustments associated with any Purchase.
- b. "Balance Transfer" means a transfer of funds to another creditor initiated by us at your request. A Balance Transfer does not include a transaction that is otherwise a Cash Advance. Balance Transfers include any fees and adjustments associated with any Balance Transfer.
- c. "Cash Advance" means use of your Card, Visa Account, or Card or Visa Account number in the following ways: (i) signing or authorizing a cash advance draft; (ii) properly completing a VISA draft; (iii) using your Personal Identification Number (PIN) in conjunction with your Card at an Automated Teller Machine (ATM) or other type of electronic terminal that provides access to the VISA system; (iv) transferring or withdrawing funds directly from your Visa Account through Digital Banking; (v) having funds automatically transferred from your Visa Account to your share account(s) with DCU pursuant to your prior agreement to use your Visa Account as Overdraft Protection or an Overdraft Line of Credit, pursuant to Section 27 of this Agreement and Part IV of DCU's Account Agreement for Consumers; or (vi) by purchasing cash equivalents, including but not limited to, wire transfers, foreign currency, cryptocurrency, money orders, travelers checks, person-to-person money transfers, lottery tickets, casino chips, and/or wagers. Cash Advances include any fees and adjustments associated with any Cash Advance.

Your Statement will reflect how we have categorized your transactions, which will be done in our sole discretion. You agree that we may rely on information provided by merchants and your applicable payment network to categorize transactions among Purchases, Balance Transfers, or Cash Advances.

5. Interest Charges – DCU will charge interest to your Visa Account as described herein. The annual percentage rate ("APR") used to calculate interest on your Visa Account was disclosed to you when you were approved for your Visa Account. As stated in the Pricing Information Disclosure, your APR is variable and may change over time.

To calculate interest charges, DCU uses a method called "average daily balance (including new purchases)." We figure the interest charge on your Visa Account by applying the periodic rate (which is your current applicable APR divided by the number of days in the year) to the "average daily balance" of your Visa Account. To get the "average daily balance" we take the outstanding balance of your Visa Account each day, add any new Purchases, Cash Advances, or Balance Transfers, and subtract any payments or credits, which gives us the daily balance. If you paid your previous month's balance in full (or if your balance was zero or a credit amount), new Purchases which post to your Visa Account are not added to the daily balances. 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." There may be minor variations in this calculation due to rounding. The applicable average daily balance is reflected on each of your Statements.

DCU will begin charging you interest on the date the transaction is posted to your Visa Account. For Purchases, however, DCU will not charge you interest on Purchases if you pay your entire balance by the Payment Due Date each month. Cash Advances and Balance Transfers will incur a daily interest for each day the Cash Advance and/or Balance Transfer balance remains on your Visa Account.

6. Fees – In addition to interest charges, additional fees may be imposed on your Visa Account:

- a. A late payment fee in the amount listed in the Pricing Information Disclosure will be assessed on your Visa Account if your Required Payment Due is not received by DCU in a manner permitted by this Agreement by the Payment Due Date listed on your Statement. DCU may also assess the late payment fee every month thereafter that you are past due.
- b. Additional fees may apply, as stated in either (i) the Pricing Information Disclosure or (ii) DCU's Schedule of Fees and Service Charges.

7. Minimum Monthly Payment and Required Payment Due – You must pay at least the "Required Payment Due" each month by the payment "Due Date" shown on your Statement. The "Required Payment Due" includes the (1) new Minimum Monthly Payment, (2) Past Due amounts, (3) any outstanding fees, and (4) any amount in excess of your credit limit, as applicable. The Minimum Monthly Payment is the greater of (1) \$25.00 or (2) 1.75% of your new balance. If the new balance of your Visa Account is less than \$25.00, the Minimum Monthly Payment will be the amount of the new balance. We will not charge you a penalty for paying more than the Required Payment Due. As permitted by this Agreement, you may pay more than the Required Payment Due, pay more frequently, or pay the balance due which includes any interest due. If you make extra or larger payments,

you are still required to make at least the Required Payment Due as shown on your Statement each month that your Visa Account has a balance.

- 8. Making Payments** – Your payment must be made in U.S. dollars in a form acceptable to us. Payments must be made by remitting payment as instructed on your Statement, unless we tell you otherwise, or by making a payment at a DCU branch. We credit mailed, electronic, and telephone payments as of the date received, if the payment is received by 5 p.m. Eastern Time at the address, website, or phone number shown on the remittance portion of your Statement. In some cases, DCU may delay the availability of credit until we confirm that your payment has cleared, even if we credit your payment to your Visa Account. If necessary, we may adjust your Visa Account to correct errors, process returned and reversed payments, and handle similar issues. If any payment is returned unpaid by your financial institution for any reason, we may charge and you agree to pay a returned payment fee. You may also be charged late payment fees based on the terms and conditions of this Agreement.

DCU may accept and process payments without losing any of our rights. DCU may accept checks or other types of payments marked “payment in full” or with words of similar effect without being bound by such language or losing any of our rights under this Agreement to collect the full balance of your Visa Account. DCU may also accept late or partial payments without forfeiting any of our rights under this Agreement.

- 9. How We Apply Your Payments** – Payments you make to DCU will be applied in the following order as applicable: (1) Fees, (2) all unpaid interest, (3) principal. Principal is reduced in the following order: (1) Purchase balance from prior cycle; (2) Cash Advance balance from prior cycle; (3) Purchases this cycle; (4) Cash Advances this cycle.

If you make a Payment in excess of the Required Payment Due, DCU will allocate the excess amount first to the balance with the highest APR, and then to each successive balance bearing the next highest rate of interest, until the payment is exhausted, unless otherwise prescribed by applicable law. If all principal balances have the same rate, the payment is applied to those balances that are in-grace first (e.g., new Purchases), then to non-grace balances (e.g., Cash Advance/Balance Transfer balances).

If you receive a refund or other credit from a merchant, it will reduce the balance on your Visa Account, but it may not change or reduce your Required Payment Due. If a refund or other credit exceeds the outstanding balance on your Visa Account, any residual will be transferred to your primary share account with DCU.

- 10. DCU's Required Authorization and Refusals to Honor Visa Account** – You understand and agree that all purchases, advances, and other transactions requested by you are subject to DCU's authorization and/or approval. DCU may decline to authorize a transaction for any reason. We do not guarantee authorization of a transaction, either by us or by a third party, even if you have sufficient credit available. You agree that DCU will not be liable for failing to give authorization or for refusing to honor your Visa Account or for any merchant's refusal to accept your Card or honor your Visa Account. You further agree that DCU is not responsible for any losses you incur if we do not authorize a transaction or if anyone refuses to accept your Card for any reason. We also reserve the right to limit the number of purchases, advances, and other transactions that may be approved in one day. We reserve the right to deny certain transactions for any reason and at our sole discretion, including for default, suspected fraudulent or unlawful activity, or any indication of increased risk related to the transaction or the Visa Account. You agree that we have no requirement to notify you of the specific reason we denied a transaction. If we detect or suspect unusual or suspicious activity on your Visa Account, we may suspend your credit privileges or we may close the Visa Account.

- 11. Recurring Transactions** – Preauthorized recurring transactions occur when you authorize a merchant to automatically initiate a transaction using your Visa Account on a recurring basis. If you have authorized a merchant to charge recurring transactions to your Card or Visa Account, it is your responsibility to notify the merchant in the event your Card is replaced, your Visa Account information (such as Card number or expiration date) changes, or your Visa Account is suspended, closed, or terminated. If your Visa Account or Card information changes, we may (but are not obligated to) provide your new Card number and expiration date to a merchant with whom you have set up a preauthorized recurring transaction in order to continue your recurring transactions. We may also suspend preauthorized recurring charges with a merchant if, for example, your Card is lost or stolen, you default, or we change your Visa Account for any reason. If preauthorized recurring charges are suspended, you are responsible for making direct payment for such charges until you contact the merchant to reinstate recurring charges.

- 12. Balance Transfers** – If you request a Balance Transfer be made to your Visa Account, you should not rely on the Balance Transfer to be made by any particular date. Although most Balance Transfers will be made sooner, it could take up to three weeks before payment is made to the account from which you are transferring the balance. Accordingly, you should continue to make all required payments on your accounts until you confirm that the Balance Transfer has been made. Balance Transfer requests will be processed in the order DCU receives them. Balance Transfers may not exceed your available credit. If a Balance Transfer request is more than your available credit limit, we may, in our sole discretion, either decline the Balance Transfer in its entirety or automatically lower the Balance Transfer amount to your available credit and complete the transfer. We will not close the account from which you are transferring the balance, even if you transfer the entire balance. If you want to close your other accounts, you should contact the issuer directly. Transfer of a balance that contains disputed purchases or other charges may cause you to lose any dispute rights you may have with regard to those purchases or other charges. DCU, in its sole discretion, may decline a Balance Transfer request from another DCU credit card or loan.

- 13. Prohibited Transactions** – You agree that you will not use your Card or Visa Account for any transaction that is illegal or prohibited under applicable federal, state, or local law. You agree to hold us harmless for any damages or other liability arising

from a transaction initiated by you for the purpose of conducting an illegal or prohibited activity. We reserve the right to decline authorization of transactions for activities we believe may violate law or pose significant risk to us or our members, including, but not limited to, manufactured spending or any type of electronic gambling transaction through the Internet. Even if you use your Card and/or Visa Account for an illegal or prohibited transaction, you will be responsible for all amounts and charges incurred in connection with the transaction. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

14. Co-Borrowers – If you have a co-borrower on your Visa Account, you and your co-borrower both agree to all of the terms in this Agreement and any amendments that are made from time to time. You understand and agree that you will be liable for any interest charges, fees, and any other transactions from your co-borrower's use of the Visa Account, and you will have joint and several liability with your co-borrower for any amounts owed on the Visa Account. Notice to any one borrower or co-borrower on your Visa Account shall serve as notice to all borrowers. You may not remove a co-borrower from your Visa Account after it is opened; instead, you may close your joint Visa Account pursuant to this Agreement and reapply for an individual Visa Account.

15. Default – You will be in default if:

- a. you do not pay the total Required Payment Due on time;
- b. you make a payment that is rejected, not paid, must be returned, or cannot be processed;
- c. you exceed your credit limit;
- d. you file or become the subject of a bankruptcy, insolvency, or receivership proceeding;
- e. you are declared incompetent, mentally incapacitated, or in the event of your death;
- f. we determine that there has been a substantial adverse impact on your ability to repay the balance on your Visa Account;
- g. you are in default on any other loan(s) with DCU;
- h. we determine that you have made a false or misleading statement to us or otherwise tried to defraud us in connection with your Visa Account or any other account with DCU;
- i. you use your Visa Account for a prohibited transaction, as set forth in Section 13 or otherwise in this Agreement;
- j. you fail to adhere to any of the terms of this Agreement or any other agreement with DCU; and/or
- k. your membership with DCU is not in good standing, including, but not limited to, having a negative balance in a share account with DCU or having another loan with DCU charged-off due to non-payment.

16. What Happens If You Default – If you are in default, we may take the following actions:

- a. close, terminate, or suspend your Visa Account;
- b. lower your credit limit;
- c. require you to pay the entire unpaid balance on your Visa Account immediately, subject to applicable law;
- d. charge you fees and/or change the APR on your Visa Account, as provided in the Pricing Information Disclosure and this Agreement;
- e. continue to charge you interest charges and fees until you repay the entire Visa Account balance;
- f. to the extent permitted by law, require you to pay the fees of any collection agency, which may be based on a percentage at a maximum of 50% of the amount owed, as well as any other collection fees and expenses incurred by DCU (including, without limitation, court costs and reasonable attorneys' fees) in attempting to collect any amount owed by you with respect to your Visa Account;
- g. refuse to reissue you a new Card, if you are in default at the time of reissue;
- h. terminate any of your accumulated rewards or points (if applicable); and/or
- i. limit your services at DCU, as set forth in DCU's Limitation of Services Disclosure.

17. Penalty APR and When it Applies – If you (i) do not make your Required Payment Due by the due date on your Statement and your Visa Account is over 60 days past due, or (ii) you make a payment that is returned and causes your Visa Account to be over 60 days past due, your account will be subject to the Penalty APR listed in the Pricing Information Disclosure. When it is in effect, the Penalty APR will be applied to any and all current and future transactions and balances on your Visa Account. The Penalty APR will remain in effect until you have made six consecutive monthly payments (minimum or higher) when due.

18. Closing, Terminating, or Suspending Your Visa Account – We may close or suspend your Visa Account or otherwise terminate your right to use your Visa Account with or without notice, at any time, and for any reason, including, but not limited to, your default on the Visa Account, your violation or breach of this Agreement or any other agreement with DCU, or if your Visa Account remains inactive for a period in excess of twelve months and does not have an outstanding balance. You may close your Visa Account with us by calling or writing us using the contact information in the Contact Us section of this Agreement.

Your obligations under this Agreement continue even after the Visa Account is closed, suspended, or terminated. You must pay us all amounts you owe on your Visa Account, even if they post to your Visa Account after it is closed, terminated, or suspended. You must return to us or destroy all Cards, Access Checks, or other credit devices on the Visa Account when the Visa Account is closed, terminated, or permanently suspended.

19. Changes to this Agreement – We may add, delete, or change any term of this Agreement at any time, unless the law prohibits us from doing so. We will give you notice of any changes as required by applicable law, which may be provided electronically, including by posting to DCU's website, if permitted by law. To the extent permitted by law, changes to the Agreement may

apply to your existing Visa Account balance as well as to future transactions. As described in this Agreement and the Pricing Information Disclosure, your APR can go up or down as the Prime Rate goes up or down. If we increase your APR for any other reason, we will notify you as required by law.

20. Lost or Stolen Cards, Account Numbers, or Checks; Liability for Unauthorized Use – If you notice the loss or theft of your Card or possible unauthorized use of your Visa Account, you should write to us or call us immediately at the address or telephone number included in the Contact Us section of this Agreement or the contact information included on the back of your Card. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us if you are found to be fraudulent or negligent in the handling of your Visa Account. In any case, your liability for unauthorized transactions will not exceed \$50.00.

21. How We May Contact You And Your Consent To Our Communications –

Telephone Calls and Text Messages: Your express consent and your ability to revoke consent for telephone calls and texts from DCU is governed by the Section entitled “Express Consent for Telephone Calls and Call Recording” in the DCU Account Agreement for Consumers, which is expressly incorporated herein.

IMPORTANT: Your Visa Account can be offered only if we have permission to call or text you for fraud alerts. We may choose to suspend, terminate, or close your Card and Visa Account if we do not have a current number at which we are authorized to contact you, or if you opt-out of or revoke consent to receive fraud alerts.

Emails: You also expressly consent that we may send email messages regarding your account to your email address(es) associated with your Visa Account.

Mail: In addition, we may send you communications related to your Visa Account through the U.S. mail or other mail service to mailing addresses associated with your Visa Account.

Changes to your Contact Information: You agree to notify us promptly of any changes to your contact information, including your name, mailing address, telephone number(s), and email address(es).

22. Electronic Funds Transfer – In the event that the use of your Card or Visa Account constitutes an electronic funds transfer, the terms and conditions of DCU’s Account Agreement for Consumers will govern such transactions to the extent that it expands or amends this Agreement.

23. Foreign Transactions – Foreign transactions are those where the transaction is in a foreign currency, the transaction takes place in a foreign country, or the merchant is located in a foreign country, even if you are located within the United States (e.g., an online transaction). Purchase and Cash Advances made in foreign currencies will be billed to your Visa Account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

24. Authorized Users – Upon your request, DCU may permit you to add Authorized Users to your Visa Account, subject to DCU’s approval and a maximum number of Authorized Users set by DCU. Requests to add an Authorized User must be in writing, and we may require certain information, documentation, and identification prior to adding an Authorized User to your Visa Account. We may limit the ability of Authorized User(s) to use your Card. By adding an Authorized User, you authorize the person to use your Visa Account to the same extent you can, including but not limited to making any Purchases, Balance Transfers, Cash Advances, and allowing others to use your Visa Account. You are responsible for any use of your Visa Account by an Authorized User or anyone else that you or an Authorized User permit to use your Visa Account, including, but not limited to, all amounts charged, interest charges, and fees. If you want to remove an Authorized User from your Visa Account, you must notify us and request their removal in writing. You also are responsible for physically retrieving any Card, Access Check, or other means of accessing your Visa Account from an Authorized User being terminated, and the Authorized User’s authority to use your Visa Account will continue until you physically retrieve the Authorized User’s Card, Access Check, or other means of accessing your Visa Account. To remove an Authorized User from your Visa Account, we may close your existing Visa Account and issue a new Card with a new Visa Account number. Additionally, an Authorized User may have access to your Visa Account information, including payment and transaction history. DCU may report information on Authorized Users to credit bureaus, as set forth in this Agreement.

25. Credit Reports and Credit Reporting – We may report information about your Visa Account to credit bureaus. Late payments, missed payments, or other defaults on your Visa Account may be reflected in your credit report. Information may be reported in your name and your Authorized Users’ names, if any. You also authorize DCU to access and obtain your consumer credit report for any permissible purpose under the Fair Credit Reporting Act, including, but not limited to, verifying your identity and use of the Visa Account when opening your Visa Account or for any update, increase, renewal, extension, collection, or review of your Visa Account.

26. Access Checks – We may provide you with access checks in connection with your Visa Account, which may also be referred to as convenience check or a purchase check (“Access Checks”).

- a. Use of Access Checks will be considered and treated as a Cash Advance on your Visa Account.
- b. You may use your Access Checks to purchase goods and services or to obtain cash up to the amount of your Credit Limit. You may not use Access Checks to pay any amount you owe on your Visa Account or any other amount you owe DCU or any of its affiliated companies.
- c. Access Checks may be used only by the person(s) whose name(s) is printed on the checks. Each Access Check must be in the form issued to you.
- d. We reserve the right to refuse to pay an Access Check drawn on your Visa Account for any reason, including, but not limited to, (i) your Visa Account is past due, in default, charged off, suspended, closed, or terminated; (ii) we suspect fraud; (iii) your Visa Account is over your Credit Limit; or (iv) the Access Check has expired, is damaged, or cannot otherwise be processed. Such refusal shall not constitute wrongful dishonor. If an Access Check is refused or returned, DCU may charge you a fee in the amount reflected on DCU’s Schedule of Fees and Service Charges for returned payments.
- e. Use of an Access Check is not the same as using your Card. When you use an Access Check, you will have fewer rights to dispute merchant transactions than with uses of your Card. Please see the “Your Billing Rights” section of this Agreement and/or on your Statement for more information.
- f. Your Statement will contain an itemization of the Access Checks posted to your Visa Account during that billing cycle. Access Checks paid by us will not be returned to you with your Statement.
- g. Access Checks are the property of DCU, and we reserve the right to revoke them at any time. You agree to return any and all Access Checks associated with your Visa Account upon our request.
- h. **Stop Payment of Access Checks:** You may request that we stop the payment of an Access Check drawn on your Visa Account by contacting us using the information in the Contact Us section of this Agreement.
 - i. Your request must be timely to give us a reasonable amount of time after your stop payment request to research and complete the stop payment.
 - ii. We do not have to process or release a stop payment order unless the request is made by you.
 - iii. We may, but are not obligated to, accept a stop payment request orally, and any oral stop payment order shall be valid for only 14 days thereafter unless confirmed in writing. Written stop payment orders will remain in effect for 180 days, after which they automatically expire unless renewed in writing.
 - iv. We will not be responsible or liable if we cannot complete the stop payment because the information you give us is not correct, you do not provide reasonable information that we request, or you do not provide the information within a reasonable time before the check is presented.
 - v. You agree to pay any fee as identified in this Agreement or in DCU’s Schedule of Fees and Service Charges imposed to stop payment.
 - vi. If we re-credit your Visa Account after a valid stop payment order, you give us all of your rights against the payee or other holder of the paid Access Check, and you agree to sign documentation or take any other action necessary to give, assign, or transfer those rights to us. You also agree to help us in any legal action we may later take against the payee or other holder of the Access Check.

27. Overdraft Line of Credit (Overdraft Protection) – You may elect to use your Visa Account as an Overdraft Line of Credit (Overdraft Protection) for your share account(s) with DCU, in accordance with the terms set forth in Section IV (Overdrafts) of DCU’s Account Agreement for Consumers, including any associated fees or costs set forth in that agreement and/or in DCU’s Schedule of Fees and Service Charges. If you elect to do so, when there is an overdraft on your share account with DCU, the amount of overdraft will be added automatically to the outstanding balance on your Visa Account via an Overdraft Protection Transfer

- a. **Treated as Cash Advances** – Overdraft Protection Transfers will be treated as a Cash Advance on your Visa Account under this Agreement and will be subject to all terms and conditions applicable to Cash Advances under this Agreement, including the assessment of interest charges and fees. If an Overdraft Protection Transfer would result in the balance of your Visa Account exceeding your Credit Limit, DCU may elect not process the Overdraft Protection Transfer.
- b. **How to activate Overdraft Line of Credit (Overdraft Protection)** – You may elect to use your Visa Account for the Overdraft Line of Credit (Overdraft Protection) feature by completing the necessary form either when applying for your Visa Account or after your Visa Account is already open. To request a copy of the necessary form, please contact us using the contact information in the Contact Us section of this Agreement.
- c. **Not Permitted for Loan Payments** – You may not use the Overdraft Line of Credit (Overdraft Protection) features for the purpose of making any loan payments on an account with DCU, including your Visa Account.

28. Important Information for Visa Platinum Rewards Cards – If you have a Visa Platinum Rewards Account and Card, you may be eligible to receive rewards for your purchases, and your ability to receive and redeem rewards is set forth in the Terms and Conditions applicable to rewards, which will be provided to you and is available on the website where your rewards can be redeemed.

29. Arbitration – The resolution of any disputes or claims between you and DCU related to this Agreement is subject to the Arbitration section of the DCU Account Agreement for Consumers (Section III), which is expressly incorporated herein.

- 30. Severability** – If any provision of this Agreement is found to be invalid, unlawful, or unenforceable, that provision shall be deleted from this Agreement and the remaining provisions shall remain in full force and effect.
- 31. Effect of Agreement** – This Agreement is the final expression of the terms and conditions of your Visa Account. This written Agreement may not be contradicted by evidence of any alleged oral agreement. This Agreement is the contract which applies to all transactions on your Visa Account even though the sales, cash advances, credit, or other slips you sign or receive may contain different terms.
- 32. Law that Applies to this Agreement** – This Agreement is made in Massachusetts and we extend credit to you from Massachusetts. This Agreement is governed by the laws of the Commonwealth of Massachusetts (without regards to conflict of laws principles) unless federal law applies.
- 33. No Waiver** – We will not lose any of our rights if we delay or choose not to take any action for any reason.
- 34. Assignment of your Account** – We may sell, assign, or transfer your Visa Account, any amounts due on your Visa Account, and/or this Agreement without your permission and without prior notice to you. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned, or transferred. You may not sell, assign, or transfer your Visa Account, any amounts due on your Visa Account, or this Agreement to any other person or entity without our written permission.
- 35. Military Lending Act (MLA) Disclosure** – The following disclosure applies to Covered Borrowers under 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: 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). To receive this information and/or a description of your payment obligation verbally, please contact DCU toll free at 800.328.8797, weekdays from 8:00 am to 9:00 pm and Saturdays from 9:00 am to 3:00 pm, Eastern time.
- 36. No Warranties Other Than Your Billing Rights** – We are not responsible for any claim you may have regarding the purchase of goods or services made with your Card or Visa Account beyond your rights described in the “Your Billing Rights” section of this Agreement and/or on your Statement.
- 37. Your Billing Rights – KEEP THIS NOTICE FOR FUTURE REFERENCE.**
- a. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.
 - b. **What To Do If You Find A Mistake On Your Statement**
 - i. If you think there is an error on your Statement, write to us at:

Digital Federal Credit Union
Attn: Error Resolution
PO Box 9130
Marlborough, MA 01752-9130
 - ii. In your letter, give us the following information:
 1. **Account information:** Your name and account number.
 2. **Dollar amount:** The dollar amount of the suspected error.
 3. **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.
 - iii. You must contact us:
 1. Within 60 days after the error appeared on your Statement.
 2. At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
 - iv. 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.
 - c. **What Will Happen After We Receive Your Letter**
 - i. 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.
- ii. While we investigate whether or not there has been an error:
 1. We cannot try to collect the amount in question, or report you as delinquent on that amount.
 2. The charge in question may remain on your Statement, and we may continue to charge you interest on that amount.
 3. While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 4. We can apply any unpaid amount against your credit limit.
 - iii. After we finish our investigation, one of two things will happen:
 1. **If we determine there was a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
 2. **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, including to credit reporting agencies, if you do not pay the amount we think you owe.
 - iv. 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.
 - v. 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.
- d. **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**
- i. 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.
 - ii. 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.
 - iii. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us **in writing** at:
Digital Federal Credit Union
Attn: Card Services
PO Box 9130
Marlborough, MA 01752-9130
 - iv. 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.

Pricing Information Disclosure

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases, Balance Transfers, and Cash Advances	<p>DCU Visa: 13.75% to 18.00% when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on Prime Rate*.</p> <p>DCU Rewards Visa: 16.50% to 18.00% when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on Prime Rate*.</p> <p>DCU Secured Visa: 16.75% when you open your account. After that, your APR will vary with the market based on Prime Rate*.</p> <p><small>* The Prime Rate used to determine your APR is the Prime Rate as published in the Wall Street Journal at the end of the month immediately preceding the start of each billing cycle.</small></p>
Penalty APR and When It Applies	<p>18.00%</p> <p>This APR may apply to your account if you:</p> <ul style="list-style-type: none"> • are over 60 days past due; or • make a payment that is returned and causes your account to be over 60 days past due. <p>How Long Will the Penalty APR Apply? If your APR is increased for this reason, the Penalty APR will apply until you have made six consecutive payments (minimum or higher) when due.</p>
How to Avoid Paying Interest on Purchases	<p>Your due date is approximately 25 days after the close of each billing cycle. We will not charge you interest on new purchases if you pay your entire balance by the due date each month. For Cash Advances and Balance Transfers, however, you will be charged interest beginning on the transaction date.</p>
Minimum Interest Charge	<p>None</p>
For Credit Card Tips from the Consumer Financial Protection Bureau	<p>To learn more about what to consider when applying for or using a credit card, visit consumerfinance.gov/learnmore for more information from the Consumer Financial Protection Bureau.</p>
Fees	
Annual Fees	<p>None</p>
Transaction Fees: <ul style="list-style-type: none"> • Balance Transfer Fee • Cash Advance Fee • Foreign Transaction Fee 	<p>None None None</p>
Transaction Fees: <ul style="list-style-type: none"> • Late Payment Fee • Overlimit Fee 	<p>Up to \$35.00 per occurrence None</p>

How Does DCU Calculate Your Balance? We use a method called Average Daily Balance (including new purchases). See the "Interest Charges" section of DCU's Visa Credit Card Agreement for Consumers for details.

How Does DCU Calculate Variable Rates? Your APR will change when the Prime Rate changes. The Prime Rate used to determine your APR is the Prime Rate as published in the Wall Street Journal at the end of the month immediately preceding the start of each billing cycle. Your APR is determined by adding a Margin to the Prime Rate. Your Margin is a percentage amount that we determine based on an evaluation of your credit history. Any increase in the Prime Rate may increase your interest charges and/or your minimum payment.

What Are Your Billing Rights? Information on your rights to dispute transactions and how to exercise those rights is provided in the "Your Billing Rights" section of DCU's Visa Credit Card Agreement for Consumers.

The Pricing Information above is current as of August 11, 2023, and may have changed after that date. To find out what may have changed, please contact us at any branch, by emailing us at dcu@dcu.org or by calling 800.328.8797.

Please refer to DCU's Visa Credit Card Agreement for Consumers for full applicable terms and conditions.