

**PRICING SCHEDULE**

This Pricing Schedule is part of the Cardholder Agreement.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>13.00%</b> This APR will vary with the market based on the Treasury Bill Rate.
<b>APR for Balance Transfers</b>	<b>13.00%</b> This APR will vary with the market based on the Treasury Bill Rate.
<b>APR for Cash Advances</b>	<b>13.00%</b> This APR will vary with the market based on the Treasury Bill Rate.
<b>Paying Interest</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on Purchases and Balance Transfers if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances from the transaction date.
<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> .
Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• ATM Cash Advance <b>\$0.75</b> for each transaction at an ATM</li> <li>• Non-ATM Cash Advance (including over-the-counter, online) <b>None</b></li> <li>• Balance Transfer <b>None</b></li> <li>• International Transaction <b>1%</b> of the U.S. dollar amount of each international transaction (including phone or Internet U.S. dollar transactions with a foreign merchant)</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Payment Up to <b>\$10</b></li> <li>• Returned Payment Up to <b>\$5</b></li> </ul>

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

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

**Variable Rate Information:** The APR will equal 7.5 percentage points plus the Treasury Bill Rate. As of 07/21/23, the Monthly Periodic Rate is 1.08333%. This Monthly Periodic Rate and the corresponding variable APR are subject to change on the first day of your billing period that begins in January, April, July and October.

## CARDHOLDER AGREEMENT

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This document, together with the Pricing Schedule, is your Cardholder Agreement (“**Agreement**”) for your Visa® secured credit card. Please read them carefully and keep them for your records. Contact us if you have any questions.

**This Agreement contains an Arbitration Provision which governs how disputes between you and us will be resolved if a dispute arises. You have the right to opt out of the Arbitration Provision by notifying us within the time period specified in that section.**

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### DEFINITIONS

“**Account**” means your Credit Union credit card account.

“**Authorized User**” means any person who uses the Account with actual, implied, or apparent authority. This includes a person you authorize to use your Account or a Card, whether you notify us or not. It also includes a person another Authorized User authorizes to use your Account or a Card, whether they notify you or not.

“**Balance Transfer**” means the transfer of a balance from another creditor to your Account.

“**Card**” means any one or more Credit Union cards or other devices (including an account number) issued to you or someone else with your authorization to access your Account to obtain credit.

“**Cash Advance**” means the use of your Account to: (1) obtain cash from participating ATMs, financial institutions, or other locations; (2) make a deposit into another account with the Credit Union; or (3) fund an overdraft transfer.

“**Purchase**” means the use of your Account to purchase or lease goods or services at participating merchants.

“**Treasury Bill Rate**” means the 26-week Treasury Bill rate set at the first Treasury Bill auction held in January, April, July, and October, adjusted up to the nearest ¼%.

“**We**,” “**us**,” “**our**” and “**Credit Union**” refer to Latino Community Credit Union, the issuer of your Card.

“**You**,” “**your**,” and “**yours**” refer to you and any other person(s) who are also contractually liable under this Agreement.

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### CONTACT US

Our mailing address is Latino Community Credit Union, PO Box 25360, Durham, NC 27702. Business hours are Monday through Thursday, 9:00 am to 5:00 pm, and Fridays, 9:00 am to 6:00 pm, excluding Credit Union holidays. You may also contact your local branch or, if you need assistance outside of the Credit Union’s normal business hours, you may call our Virtual Center at 1-919-595-1800. Calls may be recorded. When writing, please include your name, address, personal phone number and Account number. You must provide us your updated contact information within 15 days after changing your e-mail address, mailing address, or phone number.

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### USING YOUR ACCOUNT

**Acceptance of Agreement:** You accept this Agreement if you or an Authorized User use the Account, or if you do not cancel your Account within 30 days after receiving a Card.

**Permitted Uses, Credit Authorizations, and Credit Limit:** You may use your Account for Purchases. At our discretion we may also allow you to use it for Cash Advances and Balance Transfers. You may not use it for illegal transactions. We will tell you your credit limit. Part of your credit limit may be available for Cash Advances. We may change your credit limit, including any limits for Cash Advances and Balance Transfers, at any time, without notice. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days. We may decline to authorize a transaction based on your credit limit, Account security, or for other reasons. We will not be liable to you if we decline to authorize a transaction or if anyone refuses your Card.

**Authorized Users:** You may request additional Cards for Authorized Users to make transactions on your Account. You must notify us if you wish to cancel the authority of an Authorized User to use your Account. We may request information

about the person to whom you want us to issue the Card and reserve the right to deny your request for an Authorized User Card. You are responsible for all transactions made by any Authorized User.

**Joint Accounts:** If your Account is a Joint Account, each of you agrees to be liable individually and jointly for the entire amount owed on the Account, and any notice we mail to an address provided by either of you for the Account will serve as notice to both of you.

**Overdraft Transfer Service:** If you established Overdraft Transfer Service for one or more of your Credit Union checking accounts, you may, at the Credit Union's sole discretion, be able to designate your Account as a protecting account to help prevent the protected checking account from incurring NSF fees or becoming overdrawn. Overdraft transfers are processed after close of business Monday through Friday and are treated as Cash Advances. Overdraft transfers are made in \$50 increments up to the amount available for overdraft transfer. If the amount available in your Account for overdraft transfer is less than \$50, but sufficient to cover at least one item posting to the checking account, all funds available for transfer in the Account (in whole dollars) are transferred. We may suspend your access to the Overdraft Transfer Service if your Account is 30 or more days past due, and access will not resume until the Account is current. Rates and methods of computation are the same as for other Cash Advances.

**Foreign Currency Conversion:** If a transaction is made in a foreign currency, the transaction will be converted by Visa International into a U.S. dollar amount in accordance with Visa's operating regulations or conversion procedures in effect at the time the transaction is processed. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

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## FEES

**Late Fee:** If you do not pay at least the Minimum Payment Due by the 5th calendar day after the Payment Due Date, we charge a Late Fee of the maximum dollar amount shown in the Pricing Schedule or the amount of the Minimum Payment Due, whichever is less.

**Returned Payment Fee:** If you make a payment on your Account that is not honored by your financial institution or cannot be processed, we charge a Returned Payment Fee even if the payment is honored after we re-submit it. The fee is the maximum dollar amount shown in the Pricing Schedule or the amount of the Minimum Payment Due that was due immediately prior to the date on which the payment was returned to us, whichever is less.

**International Transaction Fee:** Visa applies a fee to any International Transaction. The fee is 1% of the U.S. dollar amount of the International Transaction. A Purchase or Cash Advance is an International Transaction if it is (1) made in a foreign currency or (2) made or processed outside of the United States. For example, a Purchase is an International Transaction if it is made online with a merchant that processes the transaction in a foreign country, even if the transaction is made in U.S. dollars. Two separate entries will appear on your statement: one for the International Transaction and one for the International Transaction fee.

**Rush Delivery Fee:** The fee for rush delivery of a Card is \$15.

**Document Research Fee:** If you request a copy of a document for any purpose other than to resolve a dispute about the charges on your Account, we charge a fee of \$1 per document.

**ATM Cash Advance Fee:** We charge a \$0.75 fee for each transaction that you make with your Card at an ATM. If you use an ATM that is not a CashPoints® ATM, the owner of the ATM may also charge you a fee.

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## MAKING PAYMENTS

**Payment Instructions:** You must pay in U.S. dollars. Please do not mail cash. All checks must be drawn on funds on deposit in the U.S. You must pay us for all amounts due on your Account. This includes charges made by Authorized Users. We may refuse to accept payment in foreign currency. If we do accept it, we will charge your Account our cost to convert it to U.S. dollars. **We can accept late payments, partial payments or payments marked "payment in full" or with any**

**other restrictive endorsement without losing any of our rights under this Agreement.** We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account. If a third party makes a payment on your Account and we return all or a part of such payment, then we may adjust your Account for any amount returned. We reserve the right to defend ourselves against any demand to return funds we have received and may agree to a compromise of the demanded amount as part of a settlement.

**Minimum Payment Due:** You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due is the greater of:

- \$25 (or the New Balance if it is less than \$25); or
- 1% of the New Balance shown on your billing statement (which calculation is rounded down to the nearest dollar), plus any billed interest and any billed late fee.

The Minimum Payment Due also includes any amount past due. However, it will never exceed the New Balance.

**Pay-Ahead Program:** The Minimum Payment Due, as calculated above, is your Regular Minimum Payment. If your Account is eligible for our Pay-Ahead Program, whenever you pay more than the Regular Minimum Payment, we may, at our option, permit you to skip some or all of your next Regular Minimum Payment. When this occurs, the amount of the Minimum Payment Due displayed on the first page of your billing statement, online (including on Online Access or Mobile Access), and on our phone systems is reduced by the amount you may skip. In the Payment Information table on your billing statement, however, the full Regular Minimum Payment amount is used to calculate the time and total payments required to pay off the balance if only the minimum payment is paid each month. To reduce your interest costs, pay more than the required Minimum Payment each month. Remember, interest charges continue to accrue in accordance with the terms of this Agreement until your Account is paid in full.

**How We Apply Payments:** We apply payments and credits at our discretion, including in a manner most favorable to or convenient for us. In all cases, we will apply payments and credits as required by applicable law. Each billing period, we generally apply amounts you pay that exceed the Minimum Payment Due to balances with higher APRs before balances with lower APRs.

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## INTEREST CHARGES

### **ANNUAL PERCENTAGE RATES (“APRs”) (See the Pricing Schedule for the APRs that apply to your Account):**

**Variable APRs:** The Pricing Schedule may include variable APRs. These APRs are determined by adding the number of percentage points that we specify to the Treasury Bill Rate. Variable APRs will increase or decrease when the Treasury Bill Rate changes. The APR change will take effect on the first day of the billing period that begins in January, April, July, or October if the Treasury Bill Rate changes that month. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due. The increased APR will apply to any balance outstanding on the effective date of the change as well as to future transactions. The APR **will not exceed 18%** per year or the maximum permitted by applicable state law, whichever is lower.

**How We Calculate Interest Charges – Average Daily Balance Method (including current transactions):** We calculate interest charges each billing period by first figuring the “average daily balance” for each Transaction Category. Transaction Categories include Purchases that are not subject to a promotional rate, Cash Advances that are not subject to a promotional rate, and different promotional balances. Balance Transfers, unless subject to a promotional rate, are included in the Transaction Category of Purchases that are not subject to a promotional rate.

**How We Determine the Average Daily Balance for Each Transaction Category:** We start with the beginning balance each day. The beginning balance for the first day of the billing period is your balance on the last day of the previous billing period, minus any unpaid interest or fees. We add any new transactions as of the later of the Transaction Date or the first day of the billing period in which the transaction posted to your Account. (The Transaction Date for a Balance Transfer made using a cashier’s check is the day we create the check, not the day it is deposited by the recipient of the check, or the day they credit it to your account with them.) We subtract any new credits and payments. We make other adjustments (including

those adjustments required in the “Paying Interest” section). This gives us the daily balance for that day. We add all the daily balances for the billing period and divide by the number of days in the billing period. This gives us the average daily balance for that Transaction Category.

**How We Figure Your Total Interest Charges and the New Balance on Your Account:** We multiply the average daily balance for each Transaction Category by its monthly periodic rate. To get a monthly periodic rate, we divide the APR that applies to the Transaction Category by 12. The total interest for the billing period is the sum of the interest charges for each Transaction Category. The New Balance on your Account is the total amount you owe us at the end of the Billing Period and includes any unpaid interest charges and fees.

**Paying Interest:** We begin to impose interest charges on a transaction from the day we add it to the daily balance. We continue to impose interest charges until you pay the total amount you owe us. You can avoid paying interest on Purchases and Balance Transfers as described below. However, you cannot avoid paying interest on Cash Advances.

**How to Avoid Paying Interest on Purchases and Balance Transfers (“Grace Period”):** You will not have to pay interest on Purchases and Balance Transfers made in the current billing cycle if you pay the entire New Balance for the prior billing cycle by the Payment Due Date in the current billing cycle.

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## OTHER IMPORTANT INFORMATION

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change from time to time. We may add or delete any term to this Agreement. If required by law, we will give you advance written notice of the change and a right to reject the change. We will not charge any fee or interest prohibited by law. Also, we will not amend the Arbitration Provision in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration Provision in its entirety.

**Security Interest:** If you give the Credit Union a specific security interest in your share account(s) by signing the “Cardholder Agreement Addendum for Secured Credit Card Account Only – Security Interest in Share Accounts” contained in your Consumer Credit Application, your share account(s) secure your Secured Credit Card Account. If you fail to make payments due on your Secured Credit Card Account, or the Credit Union declares the entire account balance to be immediately due and payable as provided herein, the Credit Union may apply the balance in your share account(s) against the balance of your Secured Credit Card Account without filing court action. Collateral securing other loans you have with the Credit Union may also secure your Secured Credit Card Account, except that a dwelling will never be considered as security for this account, notwithstanding anything to the contrary in any other agreement.

**Default:** You are in default if: (1) you file for bankruptcy or another insolvency proceeding is filed by or against you; (2) we have a reasonable belief that you are unable or unwilling to repay your obligations to us; (3) you die or are legally declared incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement or any agreement with us or an affiliate, including failing to make a required payment when due, exceeding your Account credit limit or using your Card or Account for an illegal transaction; or (5) you (or your joint account holder if your Account is a joint Account) cease to be a member. If you are in default, we may declare the entire balance of your Account immediately due and payable without notice.

**Collection Costs:** If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorney’s fees, court or other collection costs, and fees and costs of any appeal.

**Automatic Account Information Updates:** You may set up automatic billing from your Account or store your Account information with a merchant, wallet provider, or other third party. If your card information changes, which may include billing address, you authorize us to provide this updated information to any such merchant, wallet provider, or other third-party at our discretion. You must contact the merchant, wallet provider, or other third-party directly or remove your credit card information from the merchant site, wallet provider, or third-party if you wish to stop automatic billing or account updates.

**Visa Emergency Cash and Emergency Card Replacement Services:** You may request Emergency Cash and Emergency Card Replacement Services from Visa Global Customer Assistance by calling 1-800-VISA911 in the U.S., or 1-303-967-1096 outside the U.S. We may provide your personal data to Visa, Visa Global Customer Assistance, or their respective

agents for the purpose of providing Emergency Cash and Emergency Card Replacement Services. You consent to the release of this information when you request these services.

**Visa Secure:** The Visa Secure service attempts authentication of online purchases made through Visa cards with participating merchants based on various risk factors associated with each individual transaction. Transactions with participating merchants that score over a certain risk threshold may require additional verification from you in order to complete the purchase; for example, you may be required either to provide a One-Time Passcode delivered to a mobile number we have on file for you, or to contact us at the dedicated number provided during the transaction and supply information verifying your identity.

**Our Privacy Notice:** The Notice summarizes: (1) the personal information we collect; (2) how we safeguard its confidentiality and security; (3) when it may be shared with others; and (4) how you can limit the sharing of information. We provided you our Privacy Notice. Contact us or visit our website at [www.latinoccu.org](http://www.latinoccu.org) if you would like another copy.

**Reporting to Credit Reporting Agencies:** We may from time to time review your credit, employment, and income records. We may report the status and payment history of your Account to credit reporting agencies and other creditors. We normally report to credit reporting agencies each month. If you believe that information we reported is inaccurate or incomplete, please write us at Credit Union, Attn: Credit Reporting, PO Drawer 25279, Raleigh, NC 27611. Please include your name, address, home phone number, Account number, and the specific information that is being disputed.

**Calls and Messages to Your Telephone or Mobile Device:** You agree that we (and our affiliates, agents, and contractors) may monitor or record any calls between you and us. You also agree that we do not need to remind you of this before any phone conversation. If we need to contact you to service your Account or to collect amounts you owe us, you authorize us (and our affiliates, agents and contractors) to contact you at any number you have provided to us, from which you called us, or which we obtained and believe we can use to reach you. You must notify us if you change or discontinue using any phone number you provide. We may contact you in any way, such as calling, texting, or email. We may contact you using an automated dialer or using pre-recorded voice messages. We, our affiliates, agents, and contractors may call or text you about any current or future accounts or applications, and all products you have or may have with us, at any phone number you provide. We may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider. You may change your preferences regarding certain calls and messages by updating your preferences online through Online Access, contacting your local branch or calling our Virtual Center at 1-919-595-1800. You may also write us at our mailing address: Latino Community Credit Union, PO Box 25360, Durham, NC 27702.

**Unauthorized Use:** You must notify us immediately if: (1) your Card is lost or stolen; or (2) you believe someone is using your Account or a Card without permission. You can notify your local branch or call us at 1-919-595-1800. To report a lost/stolen card outside of business hours, call 1-800-957-3890. You may also write us at our mailing address: Latino Community Credit Union, PO Box 25360, Durham, NC 27702.

**Cancellation of Your Account:** You may cancel your Account. You will remain responsible for any amount you owe us under this Agreement. Any joint accountholder may cancel a joint Account. However, each of you will remain responsible for paying all amounts owed. We may cancel, suspend, or choose not to renew your Account at any time without notice.

**Governing Law:** This Agreement is governed by applicable federal law and by North Carolina law. However, in the event you default and we file a lawsuit to recover funds loaned to you, the statute of limitations of the state where the lawsuit is filed will apply, without regard to that state's conflicts of law principles or its "borrowing statute."

**Severability:** Except as set forth in the Arbitration Provision, if any part of this Agreement is found to be invalid, the rest of it will still remain in effect.

**Enforcing this Agreement:** We may delay enforcing or not enforce any of our rights under this Agreement without losing or waiving any of them.

**Assignment of Account:** We may sell, assign, or transfer your Account or any portion of it without notice to you. You may not sell, assign, or transfer your Account without first obtaining our prior written consent.

## 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. THE NEXT SECTION OF THIS AGREEMENT WILL PROVIDE MORE INFORMATION ABOUT THE MILITARY LENDING ACT. YOU HAVE THE RIGHT TO OPT OUT OF (NOT BE BOUND BY) THIS ARBITRATION PROVISION AS DESCRIBED IN SUBPART "D" BELOW. If you do not opt out and a Claim, as defined in subpart "E" 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 otherwise agree in writing, join or consolidate a Claim with claims of any other person or entity.**

- A. General:** This Arbitration Provision describes when and how a Claim (as defined in subpart "E" below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons (the "arbitrator") instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute (the "award"), which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision.
- B. Governing Law:** 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. Special Definitions:** Solely for purposes of this Arbitration Provision, "we," "us," and "our" mean (1) Latino Community Credit Union, each of its subsidiaries, affiliates, successors and assigns, and any of their employees, officers, directors and agents; (2) any servicer of your Account; and (3) any other third party that you name along with us as defendants in a single proceeding.
- D. Opt-Out Process:** 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 Credit Union, Attn: ARBITRATION, P.O. Box 28327, Raleigh, NC 27611. You should retain a copy of your opt-out notice and evidence of mailing.

**Any opt-out notice is effective only if it complies with the preceding requirements and is postmarked within thirty (30) days after the date you first accepted your Account.**

This is the only way you can opt out of the Arbitration Provision. Your decision to opt out will not have any other effect on your Agreement or your Account with us. If you don't reject this Arbitration Provision, it will be effective as of the date you first accepted your Account. If an Account is jointly owned, one owner's rejection of this Arbitration Provision will be deemed to 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 30-day 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.

- E. 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.

- F. 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.

- G. 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 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.

- H. Choosing the Administrator:** The party who commences the arbitration may select either of the following arbitration organizations to administer the arbitration under their rules that apply to consumer disputes: the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), [www.adr.org](http://www.adr.org); or JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614 (1-800-352-5267), [www.jamsadr.com](http://www.jamsadr.com). You can obtain a copy of the administrators' 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 and JAMS 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. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of



the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

- I. 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.**
- J. 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.
- K. 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. If we prevail in an individual arbitration that either you or we commenced, we will not seek to recover our attorney, expert or witness fees or our arbitration fees from you. Notwithstanding the foregoing, if the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure.
- L. Law Applied by the Arbitrator:** The arbitrator must apply applicable substantive 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.
- M. 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.
- N. 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 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.

- O. 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.
- P. 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.
- Q. Notice and Cure:** Prior to initiating a lawsuit or an arbitration proceeding under this Arbitration Provision, you or we, as applicable, shall give the other party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice to you shall be sent in writing by mail to the address you provided in connection with your Account (or any updated address you subsequently provide). Any Claim Notice to us shall be sent by mail to Credit Union, Attn: CLAIM NOTICE, P.O. Box 28327, Raleigh, NC 27611 (or any updated address we subsequently provide). Any Claim Notice you send must include your name, address, and information sufficient to identify your Account and explain the nature of the Claim and the relief demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The party giving a Claim Notice must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.

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## PROTECTIONS FOR ACTIVE DUTY SERVICE MEMBERS AND THEIR DEPENDENTS

**Protections:** 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). You are entitled to these protections if you are a Covered Borrower, as defined below.

**Covered Borrower:** You are a Covered Borrower if, in connection with the opening of your Account, we determine in accordance with federal law that you are an active duty member of the Armed Forces (including active Guard and Reserve duty) or a dependent of an active duty member. Except for purposes of the Arbitration Provision, you will cease to be a Covered Borrower if we determine in accordance with federal law that you are no longer an active duty member of the Armed Forces (including active Guard and Reserve duty) or a dependent of an active duty member. For purposes of the Arbitration Provision only, you will also be a Covered Borrower if we determine you are on active duty or are a dependent of a service member on activity duty at the time an arbitration demand could be asserted.

**Oral Disclosures:** If you are a Covered Borrower, you may obtain information related to your Account, including information about these protections and your payment obligation, by calling 1-833-595-1800.

**Servicemembers Civil Relief Act:** If you have received notice that you are to report to federal or state active duty military service, are currently on active duty military service, were on active duty military service within the past 365 days, or are the

spouse or financial dependent of a person called to active duty, you may be entitled to certain benefits and protections under the federal Servicemembers Civil Relief Act (SCRA) or a similar state law. Please call our Virtual Center at 1-919-595-1800 and ask to speak with an SCRA specialist.

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## **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 that there is an error on your statement, write to us at: Latino Community Credit Union, PO Box 25360, Durham, NC 27702 or send us a secure message through Online Access or Mobile Access.

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; and
- 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 written or electronic notice, we must do two things:

1. Within 30 days of receiving your letter, we must tell you 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:

1. *If we made a mistake:* You will not have to pay the amount in question, or any interest or other fees related to the 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 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 branch 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 the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Latino Community Credit Union, PO Box 25360, Durham, NC 27702 or send us a secure message through Online Access or Mobile Access.

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.