



EASTMAN CREDIT UNION®

VISA® CARDHOLDER AGREEMENT

In this agreement, the words “you” and “your” mean the cardholder or holders and anyone else you authorize to use the credit card account. The words “we”, “us” or “our” mean Eastman Credit Union. The word “account” means your Visa® credit card line of credit.

1. OTHERS USING YOUR ACCOUNT. You are responsible for all authorized transactions. Use of the account by you or by anyone for your benefit or with your permission are authorized transactions. You may designate individuals as Authorized Users who may transact on the Account using Cards issued in their names. You are responsible for all charges made by Authorized Users.

2. AGREEMENT TO TERMS. In accordance with your request, we have opened an account for you. Your signature on the application, your retention of the Card, and/or your use of the account in any way means you agree to the terms of this Agreement and the provisions of the Card itself. This Agreement governs your Account and use of the Card we have issued to you. We will pay member merchants for goods and services you obtain by use of the Card and make other loans to you on terms explained later in this Agreement. You authorize us to charge your Account for all such amounts, and for other amounts advanced to third parties on your behalf. This includes without limitation, any amounts we advance on your behalf as a result of any Card related services offered by Visa U.S.A., Inc.

3. PROMISE TO PAY. You promise to pay the total amount owed for any goods and services purchased, cash advances obtained, and/or other authorized transactions. You promise to pay any FINANCE CHARGES, fees or other charges you owe. If your Account is a joint account, you and your joint account holder each promise to pay and are jointly and individually responsible for all amounts due on the Account.

4. CREDIT LINE. You will be notified of your Credit Line (limit). You promise that the total balance of purchases and cash advances will not exceed that limit. You may request an increase in your Credit Line, which must be approved by our credit committee or loan officer. By giving you written notice our credit committee may change your interest rate from time to time, or with good cause, may change your Credit Line or revoke your card and terminate this agreement. Good cause includes your failure to comply with this Agreement, or our reevaluation of your creditworthiness. You may also terminate this Agreement at any time but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of this Agreement. (Cut them in half for safety.)

5. MINIMUM PAYMENTS. You can make full payment at any time. If you don't, you must make the minimum payment shown on your statement within 25 days of the closing date reflected on the statement. Your minimum payment will be 2.5% of your new balance as shown on your statement, but at least \$25.00. However, if the new balance as shown on your statement is less than \$25.00 you pay only the balance owed. Any charge exceeding your credit limit will be reflected in your new balance as shown on your statement. Amounts exceeding your credit limit are subject to the minimum payment requirements as set forth above.

6. IRREGULAR PAYMENTS. You agree that we may accept partial payments of amounts due or late payments without losing any of our rights under this Agreement. You also agree that we may accept checks and money orders marked "payment in full" or otherwise purporting to be in full satisfaction of your outstanding balance without accepting any such condition or losing any of our rights in this Agreement.

7. HOW WE APPLY YOUR PAYMENTS. Loan payments are applied in the following order: unpaid finance charges, previously billed miscellaneous charges (i.e. Late Fee(s), Debt Protection Premium(s), if applicable), and principal reduction. The principal reduction portion of the payment is credited to balances in the following order: cash advance, balance transfer, and finally purchases.

8. FINANCE CHARGES. You can avoid FINANCE CHARGES (interest) on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and subsequent purchases from the date they are posted to your account will be subject to a FINANCE CHARGE. Cash advances are always subject to a FINANCE CHARGE from the date they are posted to your account.

Updated: 07/15/2021

FINANCE CHARGES are calculated using the average daily principal balances of purchases and cash advances in the account. The principal balances of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of your Previous Balances, reduced by payments you make and credits we apply, and increased by purchases and cash advances you make and debit adjustments we make during the statement period. The daily principal balances are totaled, and divided by the number of days in the statement period, to produce separate average daily principal balances for purchases and cash advances to which the periodic rate is then applied.

9A. VARIABLE RATE ACCOUNTS. If your Visa account has a variable rate, your interest rate is based on the Prime Rate published in the Wall Street Journal on the last business day of the month plus a margin that is based on your creditworthiness. Your interest rate will change if the Prime Rate changes. Any changes in your interest rate will affect the amount of interest you pay and your minimum payment. The interest rate will be adjusted on the first day of the billing cycle following the prime rate change. If two rates are reported in the Journal, the higher rate will be used. Your maximum percentage rate can be 18.00% (Daily periodic rate 0.04932%). Any request for a change in your account could result in a change in your rate and terms. Please contact ECU for a copy of current rate information, or see your notification of cardholder approval for your rate.

9B. FIXED RATE ACCOUNTS. If your Visa account has a fixed rate, Eastman Credit Union will set the ANNUAL PERCENTAGE RATE based on your creditworthiness. Your fixed ANNUAL PERCENTAGE RATE is between 9.90% (Daily periodic rate 0.02712%) and 18.00% (Daily periodic rate 0.04932%). (See your notification of cardholder approval for your rate.)

10. DISPUTES. You agree to accept monthly statements we mail you as being correct unless you notify Eastman Credit Union (423-229-8200 or 800-999-2328) of any alleged errors within the time period prescribed by law. Your rights to dispute billing errors are set forth in this Agreement. Even though an amount is in dispute you understand that you must pay the required minimum payment that is due less the portion attributable to the disputed amount. If there is a problem with merchandise or services obtained with the Card, you may have the right not to pay the remaining amount due on them. An explanation of your rights is stated later in this agreement. We will have no responsibility for merchandise or services purchased with the Card unless required by law.

11. FAILURE TO HONOR CARD. We are not responsible if anyone refuses to honor the Card.

12. CHANGE OF NAME, ADDRESS OR EMPLOYMENT. You agree to give us your new information if you move, change your name or change your employment. You will write this information on the payment stub of your periodic statement and return it with your monthly payment so we can change our records.

13. FINANCIAL AND OTHER INFORMATION. You agree to promptly provide us, from time to time upon request, with current information regarding you and your financial affairs. You authorize us to receive, from time to time, information from others concerning you and your credit accounts, and to answer questions from others regarding our credit experience with you.

14. LOST OR STOLEN CARD/UNAUTHORIZED USE. If you report your card as lost/stolen or having been used without authorization upon discovering the loss, your liability is zero. There may be exceptions to the extent allowed under applicable law if our investigation reveals you failed to take necessary steps to prevent unauthorized use of your card.

You agree to notify us promptly of the loss, theft, or possible unauthorized use of the Card by calling the following number(s): (Call collect if necessary) 423-229-8200 or 1-800-999-2ECU.

15. NOTICES. If we have to notify you of anything concerning your credit card account, we will use your name and address as it appears in our records. If we do this, the notice will be effective.

16. AUTOMATED EQUIPMENT. Transactions effected with electronic equipment shall be subject to the rules and regulations applicable to the use of such equipment. You agree that we will incur no liability by reason of any failure of automated teller machines or similar equipment.

17. SECURITY INTEREST. To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. You have also granted us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future with the exception of Individual Retirement Accounts or other similar accounts receiving special tax treatment. Collateral securing other loans may also secure this account.

Updated: 07/15/2021

18. **DEFAULT.** You will be in default if you fail to make any payment when due, exceed your credit limit under any account, die, file or otherwise become subject to any bankruptcy or insolvency proceedings or do not comply with any of the terms governing any account with us. You will also be in default if something happens that we believe may seriously affect your ability to repay what you owe under this Agreement. If you default, we may, at our option, declare any amounts you owe under any or all accounts to be immediately due and payable. Also, we may revoke the privileges attaching to any or all Card(s), adjust the Annual Percentage Rate due to adverse conditions, cancel the Card(s) and terminate this Agreement as to future Purchases and Cash Advances.

19. **COLLECTION COSTS.** You promise to pay all collection costs, including attorneys' fees in the amount of 25% of the outstanding balance on your account or as permitted by law.

20. **RETURNS AND ADJUSTMENTS.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will deposit the excess funds in your regular share account no later than 6 months after the statement date following the excess credit or payment. If you want ECU to deposit the excess funds in your regular share account sooner, you may contact ECU at 800-999-2328. It is the seller's responsibility to promptly mail or deliver the credit to us so we can credit your account. We aren't responsible for the seller's failure to mail or deliver the credit promptly.

21. **LATE/COLLECTION CHARGE.** You promise to pay a late/collection charge if we have not received the minimum payment within 15 days after the end of your permitted 25-day payment period. (The permitted 25-day payment period is explained under the "Minimum Payments" section.) The late/collection charge will be \$25.00 or an amount equivalent to your monthly minimum payment, whichever is less. However, you will not be required to pay a late/collection charge more than once on the same late amount, even if that amount remains past due for more than one billing period. You agree not to use your account to make purchases or cash advances from the time a late/collection charge is imposed until you bring your account current by making the minimum payment which you have failed to make.

22. **DRAFTS/BALANCE TRANSFERS.** We may issue Drafts for use with your Account or process balance transfer requests on your Account. The amount of each Draft or balance transfer will be charged to your Account as a Cash Advance. There is no charge for supplying Drafts or processing balance transfer requests. Drafts must be used only by the account holder and must be completed and signed in the same way as a regular personal check. You may use the Drafts issued the way you use regular checks, however, you cannot use a draft to pay any amount owed under the Agreement. We reserve the right to refuse payment of any Draft presented under the following circumstances:

- (a) If you are in default under this Agreement.
- (b) If your right to use Drafts is cancelled or suspended.

23. **CHANGES IN AGREEMENT.** You agree that the terms of this Agreement may be changed from time to time upon notice, when required by law, being placed in the mail not less than 45 days prior to the effective date of the change. Any such changes shall be applicable to all balances outstanding on the effective date of the change.

24. **INVALIDITY.** If one or more provisions of this agreement are declared invalid or unenforceable, the remaining conditions and terms stand on their own and won't be affected.

25. **WHAT LAW APPLIES?** This agreement and all transactions under it will be governed by laws of the State of Tennessee and the laws of the United States.

26. **ILLEGAL TRANSACTIONS.** You agree that you will not use your Account/Card to engage in any illegal activities, including but not limited to Online Gambling. If you use your Account/Card to engage in any illegal activities you will nevertheless be liable for these activities.

27. **CHARGES MADE IN FOREIGN CURRENCY (International transactions).** If you incur a charge in foreign currency, it will be billed to your 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. Please note that a credit to your account may not be fully offset due to changes in the exchange rate; therefore, you will be responsible for the difference.

28. CASH REWARDS PROGRAM. Applicable only if you have the ECU Cash Rewards Visa. You will earn one percent (1%) cash back (the "Cash Reward") on Net Purchases made with the Card. Net purchases are earned based on new net retail transactions ("Net Purchases" i.e. purchases less credits, returns and adjustments) charged to the Account during each periodic billing cycle. When a purchase or transaction is not a whole dollar amount, any fraction equal to or greater than \$0.50 will be rounded up to the nearest whole dollar and any fraction equal to or less than \$0.49 will be rounded down to the nearest whole dollar. Transactions that are not eligible for Cash Rewards include, but are not limited to, cash advances including ATM withdrawals, money orders, balance transfers, convenience checks, drafts, fees, interest charges and travelers check purchases. Earned Cash Rewards will be itemized on your periodic statement and will indicate total amount of cash rewards earned during the statement month and total amount of cash rewards available for redemption. We reserve the right to exclude from Net Purchases unauthorized Purchases (or which are later returned or disputed) and Purchases which are added to your Account after you are past due or over limit. We reserve the right to add other transactions to the list of ineligible transactions at our discretion and at any time. Any questions regarding eligibility of transactions shall be determined by us in our sole discretion. This program is void where prohibited or restricted by law. You are responsible for any federal, state or local income or other taxes. We reserve the right to modify, amend or terminate the Cash Rewards Program at any time.

29. CASH REWARDS REDEMPTION. Applicable only if you have the ECU Cash Rewards Visa. You may request reward redemption at any point after reward amount reaches \$25.00. Rewards will not be given in an amount less than \$25.00. Reward shall be deposited by ACH into the ECU account of your choice. Rewards shall be requested through ECU's Online Banking or via a request to us. Your Account must be open and in good standing at the time of redemption. We reserve the right to suspend your participation in the Cash Rewards Program until your Account is in good standing.

30. USE OF CARD. Use of the card signifies agreement to the current conditions set forth by the financial institution.

31. MILITARY LENDING ACT MEMBERS. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Please call us at 1-877-230-3362 to receive disclosures orally.

Interest Rates and Interest Charges			
PROGRAM	CLASSIC FIXED Eastman Credit Union will set your fixed APR based on your creditworthiness. You will be informed of your specific APR before you become contractually liable for the account.	CLASSIC VARIABLE¹ Based on Prime Rate plus a margin based on your creditworthiness. You will be informed of your specific APR before you become contractually liable for the account. Your interest rate may change.	PLATINUM PREFERRED² FIXED
Annual Percentage Rate (APR)³ for Purchases	Minimum fixed rate 10.90% to a Maximum fixed rate 18.00% Based on creditworthiness	APR may vary. Currently 7.75% to 18.00% Based on creditworthiness	Low fixed rate 9.90%
APR³ for Balance Transfers	Minimum fixed rate 10.90% to a Maximum fixed rate 18.00% Based on creditworthiness	APR may vary. Currently 7.75% to 18.00% Based on creditworthiness	Low fixed rate 9.90%
APR³ for Cash Advances	Minimum fixed rate 10.90% to a Maximum fixed rate 18.00% Based on creditworthiness	APR may vary. Currently 7.75% to 18.00% Based on creditworthiness	Low fixed rate 9.90%
Penalty APR and When It Applies	NA	NA	NA
PAYING INTEREST	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	NA	NA	NA

For Credit Card Tips from the Consumer Financial Protection Bureau	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 http://www.consumerfinance.gov/learnmore	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 http://www.consumerfinance.gov/learnmore	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 http://www.consumerfinance.gov/learnmore
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Fees			
Annual Fee	NONE	NONE	NONE
Transaction Fees *Balance Transfer *Cash Advance	NONE NONE	NONE NONE	NONE NONE
Visa® International Service Assessment (ISA) Fee	NONE	NONE	NONE
Penalty Fees *Late Payment *Over-the-Credit Limit *Returned Payment	Up to \$25 NONE NONE	Up to \$25 NONE NONE	Up to \$25 NONE NONE

¹The U.S. Prime Rate used to determine your APRs for each billing period is the U.S. Prime Rate published in the Wall Street Journal on the last business day of the month. If two rates are reported, the higher rate will be used.

²Platinum Preferred offers a Rewards Program – for every dollar spent (purchases only), you earn at least one point toward various gift items and travel services.

³APR information is accurate as of March 10, 2021 and may change after that. To find out what may have changed, write to ECU, P.O. Box 1989, Kingsport, TN 37662 or call 423-229-8200 or 800-999-2328. Illinois residents may contact the Illinois Commissioner of Bank and Trust Companies for comparative information on interest rates, charges, fees and grace periods, at State of Illinois CIP, P.O. Box 10181, Springfield, IL 62791 or 800-634-5452. Visa® is a federally registered service mark of Visa U.S.A., Inc.

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

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

Minimum Monthly Payment – 2.5% of your new balance, but at least \$25.00. Balances under \$25.00 must be paid in full.

Interest Rates and Interest Charges		
PROGRAM	CLASSIC SECURE FIXED Eastman Credit Union will set your fixed APR based on your creditworthiness. You will be informed of your specific APR before you become contractually liable for the account.	ECU CASH REWARDS¹ FIXED Eastman Credit Union will set your fixed APR based on your creditworthiness. You will be informed of your specific APR before you become contractually liable for the account.
Annual Percentage Rate (APR) ² for Purchases	Minimum fixed rate 10.90% to a Maximum fixed rate 18.00% Based on creditworthiness	Minimum fixed rate 12.90% to a Maximum fixed rate 17.90% Based on creditworthiness
APR ² for Balance Transfers	Minimum fixed rate 10.90% to a Maximum fixed rate 18.00% Based on creditworthiness	Minimum fixed rate 12.90% to a Maximum fixed rate 17.90% Based on creditworthiness
APR ¹ for Cash Advances	Minimum fixed rate 10.90% to a Maximum fixed rate 18.00% Based on creditworthiness	Minimum fixed rate 12.90% to a Maximum fixed rate 17.90% Based on creditworthiness
Penalty APR and When It Applies	NA	NA
PAYING INTEREST	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	NA	NA
For Credit Card Tips from the Consumer Financial Protection Bureau	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 http://www.consumerfinance.gov/learnmore	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 http://www.consumerfinance.gov/learnmore

Fees		
Annual Fee	NONE	NONE
Transaction Fees		
*Balance Transfer	NONE	NONE
*Cash Advance	NONE	NONE
Visa® International Service Assessment (ISA) Fee	NONE	NONE
Penalty Fees		
*Late Payment	Up to \$25	Up to \$25
*Over-the-Credit Limit	NONE	NONE
*Returned Payment	NONE	NONE

¹ECU Cash Rewards offers a reward program that for every dollar spent (net purchases only), you earn at least 1% cash. Please review your Cardholder Agreement for complete details.

²APR information is accurate as of March 10, 2021 and may change after that. To find out what may have changed, write to ECU, P.O. Box 1989, Kingsport, TN 37662 or call 423-229-8200 or 800-999-2328. Illinois residents may contact the Illinois Commissioner of Bank and Trust Companies for comparative information on interest rates, charges, fees and grace periods, at State of Illinois CIP, P.O. Box 10181, Springfield, IL 62791 or 800-634-5452. Visa® is a federally registered service mark of Visa U.S.A., Inc.

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

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

Minimum Monthly Payment – 2.5% of your new balance, but at least \$25.00. Balances under \$25.00 must be paid in full.

YOUR BILLING RIGHTS- KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or need more information about a transaction on your bill, write us on a separate sheet at:

Eastman Credit Union
Card Services
P. O. Box 1989
Kingsport, TN 37662

Phone - 1-800-999-2328
Fax - 1-423-578-7626

Write to us as soon as possible. We must hear from you no later than 60 days after we have sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. If you prefer to contact ECU directly, you may write us at ECU Card Services P.O. Box 1989 Kingsport, TN 37662 or call 1-800-999-2328. You may also email your request via secure email at <https://securemail-ecu.org>. Login/register, click on 'Compose' and submit to ecenter@ecu.org. If your card is reported as being blocked due to fraud or dispute after ECU's normal business hours, additional information will be necessary so please contact ECU (800-999-2328, X7496) the following business day.

Whether you report the error or problem by letter or phone, please provide:

- (a) Your name and account number
- (b) The dollar amount of suspected error.
- (c) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized ECU to pay your credit card bill automatically from your share or share draft account, you can stop the payment of any amount you think is wrong. To stop the payment, a separate letter must reach us three business days before the automatic payment is scheduled to occur. Mail to: ECU Card Services, P.O. Box 1989, Kingsport, TN 37662

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges. We can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay parts of your bill not in question.

If we find that we made a mistake on your bill, you will not have to pay the amount in question or any finance charges or other fees related to any questioned amount. If we didn't make a mistake, you will have to pay the amount in question, along with applicable finance charges and fees. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of questioned amount, even if your bill was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with a 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, the following must be true:

- (a) You must have made the purchase in your home state, or if not within your home state, 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.)
- (b) 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.
- (c) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:
ECU Card Services P.O. Box 1989 Kingsport, TN 37662

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.