



CREDIT CARD LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT

The purpose of this Agreement is to establish the terms and conditions of a Credit Card Line of Credit with BrightStar Credit Union. **Educator's Rewards Visa Platinum program is only available for employees and retirees of Broward Schools Board.** You agree that by using your credit card or by authorizing anyone else to use it, you agree to this Agreement and will be responsible for repayment of all credit extended by us to you or to your authorized user.

- 1 (a) "Account" means your Educator's Rewards Visa Platinum revolving credit account with BrightStar Credit Union.
 - (b) "Card" means Educator's Rewards Visa Platinum credit card and duplicates of said card issued by BrightStar Credit Union.
 - (c) "Cardholder", "I" or "you" mean each person who applies for the Educator's Rewards Visa Platinum credit card who signs this Agreement or the application therefore thereby agreeing to the terms in this Agreement OR who is authorized to use and uses the credit card or duplicate credit card.
 - (d) "Issuer" means BrightStar Credit Union.
2. You promise to pay for all amounts charged to your Account by you or any authorized user in accordance with the terms of the agreement. You also agree to pay all finance charges, late charges, returned check charges, collection costs, and all other sums which become due under this agreement.

3. Approval by the Issuer will establish the following:

- (1) The credit limit approved shall be determined by the Issuer, and this credit limit will be drawn upon as I utilize an issued Card or approved access device such as letter check, cash advances or other approved programs to make available access to the credit available under the Cardholder's credit limit. In the event of access to the credit limit by a Cardholder by letter check or other authorized check or credit devices, a stop payment order must be given in writing. Applicable Uniform Commercial Code procedures and time periods shall apply to the effectiveness of the stop payment order.
- (2) The line of credit on Educator's Rewards Visa Platinum will be repaid as follows: either the full amount billed shall be paid or, at my option, an installment equal to at least the required minimum payment. If the outstanding balance of my Account is \$10.00 or less, it will be paid in full. You may pay the entire balance of your Account at any time without penalty. The required minimum monthly payment on Educator's Rewards Visa Platinum shall be the greater of (i) \$10.00 or (ii) 2% of that portion of the outstanding balance which does not exceed my credit limit, plus the entire portion of the outstanding balance in excess of my credit limit, plus any amount past due.

4. PERIODIC FINANCE CHARGE CALCULATION METHODS

The **FINANCE CHARGE** applicable to your Account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your Card is calculated in accordance with the following method.

Cash Advances: A **FINANCE CHARGE** will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your Account, whichever is later, and will continue to accrue on the unpaid average daily balance of such Cash Advances until the date of payment if paid during the same billing cycle, or until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date. If the New Balance shown on your monthly statement for the prior billing cycle is paid in full within 25 days from the closing date of that statement, no **FINANCE CHARGES** will be imposed during the current billing cycle for Cash Advances posted to your Account during previous billing cycles. The **FINANCE CHARGE** for a billing cycle is computed by applying the Monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances by the number of days in the billing cycle. Each daily balance of Cash Advances is determined by new Cash Advances posted to your Account, and subtracting any payments as received or credits as posted to your Account, but excluding any unpaid **FINANCE CHARGES**. All balance transfers from other loans or accounts as permitted by Issuer, in Issuer's sole discretion, will be treated as Cash Advances for the purpose of all **FINANCE CHARGES**.

Credit Purchases: A **FINANCE CHARGE** will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25-day period, a **FINANCE CHARGE** will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your Account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date.

The **FINANCE CHARGE** for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily

balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your Account, and subtracting any payments as received and credits as posted to your Account, but excluding any unpaid **FINANCE CHARGES**.

5. FINANCE CHARGES

The Monthly Periodic Rate ("MPR") and **ANNUAL PERCENTAGE RATE** ("APR") are variable rates that may change in January and July of each year. Issuer will determine the Monthly Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** as follows:

Issuer starts with an independent index (the "Index"), which is The Wall Street Journal Prime Rate. When a range of rates had been published, the highest rate will be used. Issuer will use an Index value available in the month immediately preceding the month of the annual percentage rate adjustment as determined by Issuer in Issuer's sole discretion. Issuer will choose the date of any annual percentage rate adjustment in Issuer's sole discretion; this date may change from time to time. To determine the Monthly Periodic Rate that will apply to your Account, Issuer adds a Margin to the value of the Index. Then Credit Union divides this sum by the number of months in a year (12). To obtain the **ANNUAL PERCENTAGE RATE**, Issuer will multiply the Monthly Periodic Rate by the number of months in a year (12). This result is the **ANNUAL PERCENTAGE RATE**. Your Monthly Periodic Rate, **ANNUAL PERCENTAGE RATE**, Margin, minimum Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** and maximum Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** are based upon your Card type and your Tier. Your Tier is based on upon certain creditworthiness factors which include, but are not limited to, payment history and credit bureau data. Your Margin and your initial Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** will be disclosed to you before or at the time the Account and Card are issued in the Initial Rate Disclosure, which is included with this Agreement and incorporated by reference. Subject to applicable laws and regulations, your Margin may also be increased or decreased at any time in Credit Union's sole discretion based upon certain creditworthiness factors which include, but are not limited to, payment history and credit bureau data. Any change in your Margin will cause a corresponding change in the **ANNUAL PERCENTAGE RATE** and Monthly Periodic Rate.

The **ANNUAL PERCENTAGE RATE** can change each January and each July with changes in the Index. All changes to the **ANNUAL PERCENTAGE RATE** will be effective on the first day of the first billing cycle of January or July as applicable. There is no limit on the amount by which the **ANNUAL PERCENTAGE RATE** can change during any period or the term of the Account. Your Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** will not be less than the Minimum Rate applicable to your Tier, regardless of changes in the Index. The maximum **ANNUAL PERCENTAGE RATE** that can apply is **18.00%** or the maximum permitted by law, whichever is less.

The Card Types, Tiers and corresponding Margins and Minimum Rates are set forth below:

Card Type	Tier	Margin	Minimum Rates
Educator's Rewards Visa Platinum	A	5.74%	8.99% APR/ 0.75% MPR
	B	7.24%	10.49% APR/ 0.87% MPR
	C	11.74%	14.99% APR/ 1.25% MPR
	D	13.24%	16.49% APR/ 1.37% MPR

Issuer may offer balance transfers from another loan to your Account from time to time. The Monthly Periodic Rate and **ANNUAL PERCENTAGE RATE** for such balance transfers will be disclosed to you before you make any such balance transfer.

6. Late Charges. If the minimum required payment on Educator's Rewards Visa Platinum is not received on the payment Due Date, a late charge of up to \$25.00 shall be imposed.

7. Over Limit. In the event you incur charges in amounts which cause the Account balance to exceed the authorized credit limit, you shall immediately pay Issuer the amount by which the total balance exceeds such maximum authorized credit limit.

8. If a Cash Advance is obtained by the Cardholder at an Automated Teller Machine a \$1.00 Charge shall be imposed. This cash advance charge is considered to be a **FINANCE CHARGE** for Truth-in-Lending purposes and will be included in the total **FINANCE CHARGE** amount disclosed on your current monthly billing statement.

9. The only **FINANCE CHARGES** assessed on your Account other than those assessed by a periodic rate, will be transaction **FINANCE CHARGES** in connection with Cash Advances. Transaction **FINANCE CHARGES** for each cash advance will be imposed on the date the Cash Advance is posted to your Account. No grace period applies on any transaction **FINANCE CHARGE** imposed arising from cash advances.

10. Documentary stamp taxes as may be required by law shall be imposed on each Cash Advance at the time the loan is made.

11. I understand and agree that any copies of paperwork regarding my Account(s) that I request will be charged to my Account(s) and shown on my statement(s) at a per page fee of \$3.00

12. Any Cardholder whose Card(s) are lost or stolen will be assessed a \$10.00 replacement fee with Card delivery in 7-10 days. A special order with Card delivery in 48-72 hours will be a \$25.00 fee. An emergency Card replacement with Card delivery in 24 hours will be a \$150.00 fee.

13. I agree to pay a return check charge of up to \$25.00 for any check that is returned to us unpaid.

14. I understand that for any Temporary Credit Line Increase request, my Account(s) will be charged \$5.00.

15. This Agreement may be amended from time to time by Issuer by written notice mailed to Cardholder at Cardholder's last known address. Amendments will apply to new purchases, cash advances, and other incurred charges, including **FINANCE CHARGES**, after the date the change is effective. Amendments may also apply to existing purchases, cash advances, and other incurred charges, including **FINANCE CHARGES**, except as prohibited by applicable law.

16. I acknowledge and agree that the Issuer may terminate this Agreement without notice under the following conditions:

- (a) Upon adverse re-evaluation of my creditworthiness.
- (b) Upon my failure to satisfy the terms of this Agreement and the terms and conditions established by the Issuer and by Visa.
- (c) At my option or the Issuer's option if it has good cause.
- (d) Upon any default under this Agreement, bankruptcy filed by you or other assignment for the benefit of creditors. However, I understand and acknowledge that such termination shall not affect my obligation to pay any outstanding balance.

17. I understand that the Issuer is required to review my loan file from time to time, and I hereby give my permission to and authorize the Issuer's Loan Committee to investigate and re-assess my creditworthiness at any time.

18. I understand that a re-application by me and approval by the Issuer shall be required if:

- (a) The Credit limit is increased; or
- (b) The terms of payment are extended beyond the terms of the original Agreement

19. I fully understand, acknowledge and agree that if my loans become delinquent or past due or I am otherwise in default hereunder, my Card and Account shall be revoked in the discretion of the Issuer.

20. If your Account is terminated for any reason, or should you die or become insolvent or apply for bankruptcy relief, or should you fail to comply with any of the terms and conditions of this agreement, or should you default under any other loan or Account that you may have with us, Issuer has the right to accelerate payment of all amounts you owe us under your Account which you agree to pay to Issuer immediately, without further notice or demand for payment.

21. Cardholder agrees to pay all costs incurred by Issuer in collecting Cardholder's indebtedness or in enforcing this agreement, including reasonable attorney's fees and also those costs, expenses and attorney's fees incurred in appellate, bankruptcy and post judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.

22. This Agreement and all credit advances are governed under the laws of the State of Florida whether the credit transaction occurs within or outside the State of Florida. All litigation arising hereunder shall occur in the court of competent jurisdiction in the Seventeenth Judicial Circuit in Broward County, Florida.

23. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or unenforceability of any other provisions of this Agreement.

24. All of the persons on my Account are jointly and individually bound by this Agreement, regardless of who received the benefit of my Account or to whom any advance was made under my Account. A default by any Account holder will be a default by all Account holders.

25. I agree to keep Issuer informed of any change in my mailing address and Issuer can assume that I have received any notices or statements hereunder if mailed to my last address appearing in our records.

26. **YOU GRANT US A SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT SHARE AND DEPOSIT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE WHAT YOU OWED UNDER THIS AGREEMENT. WHEN YOU ARE IN DEFAULT, WE MAY APPLY THE BALANCE IN THESE ACCOUNTS TO ANY AMOUNTS DUE. SHARES AND DEPOSITS IN AN INDIVIDUAL RETIREMENT ACCOUNT, AND ANY OTHER ACCOUNT THAT WOULD LOSE SPECIAL TAX TREATMENT UNDER STATE OR FEDERAL LAW, ARE NOT SUBJECT TO THIS SECURITY INTEREST.**

27. If you have other loans from Issuer or take out other loans from Issuer in the future, collateral securing those loans will also secure your obligations under this Agreement. However, unless you expressly agree otherwise, your household goods and primary dwelling will not secure your obligations under this Agreement even if Issuer has or later requires a security interest in the household goods or a mortgage on the dwelling.

28. You hereby agree that your salary or earnings may be subject to attachment or garnishment to the extent allowed under applicable law. You further waive, to the extent allowed under applicable law, any exemption you might have from attachment or garnishment of your salary or earnings.

29. Goods and services ("Credit Purchases") may be purchased or leased by means of such Card by Cardholder from any retail business establishment ("Seller") who honors same upon the execution of a sales slip evidencing such Credit Purchase and bearing the Account number of the Cardholder embossed on the face of such Card or authorization for use thereof by Cardholder. Additionally, Cash Advances ("Loans") may be obtained through use of such Card (a) upon execution of a written request of Cardholder in a form furnished to him from any participating financial institution, and (b) upon execution of a written separate agreement with Issuer for an overdraft financing agreement, if offered by Issuer.

30. Each Card is the property of Issuer, is not transferable and must be surrendered upon demand. It can be cancelled as well as repossessed by Issuer or its designee, and the privileges thereof, revoked without prior notice.

31. Cardholder shall not use Card or permit the use of Related Cards to obtain Credit Purchases or Loans which will increase Cardholders indebtedness to Issuer to an amount in excess of the limit established by Issuer.

32. All Credit Purchases and Loans are affected at the option of the Seller and Cash Advancing Bank, respectively, and Issuer shall not be responsible for refusal by a Seller or Cash Advancing Bank, respectively, and Issuer shall not be by cash but rather by a credit advice to Issuer which shall be shown as a credit on Cardholder's Account statement with Issuer.

33. Issuer will send to Cardholder, at monthly intervals determined by Issuer, a statement reflecting for the prior monthly period all Card and Card Related transactions. Such statement shall be deemed correct and accepted by Cardholder and all holders of Related Cards unless Issuer is notified to the contrary in writing within 60 days of mailing of such statement.

34. When you use your Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either 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 themselves receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. Visa USA charges us a 0.8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1.00% of the transaction. In either case, we pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

35. Payments made to Cardholder's Account will be applied in the following order: FINANCE CHARGES; Fees; Minimum payment-cash advances; Minimum payment-credit purchases; Balance-cash advances and Balance-credit purchases. If your Account has multiple ANNUAL PERCENTAGE RATES for different portions of your Account balance, Issuer may apply payments and credits in any manner permitted by law. Issuer may accept items marked "Payment in Full" or with words of similar effect without losing any of Issuer's rights to collect the full balance of Cardholder's Account.

36. Cardholder may be liable for the unauthorized use of the Card or Related Cards as provided in this paragraph. The Cardholder will not be liable for any unauthorized use that occurs after Issuer is notified, orally or in writing at:

Credit Card Security Department
P.O. Box 30035
Tampa, Florida 33630

Telephone Number
1-800-325-3678

If Cardholder has a consumer Account or a business Account for which less than 10 Cards have been Issued Cardholder's liability for unauthorized use of a Card will not exceed \$50.00. If 10 or more Cards are issued for use by employees of a single business or other organization, there is no limit to Cardholder's liability for any unauthorized use that occurs before Cardholder notifies Issuer as provided herein; the business organization may only impose liability on its employees for unauthorized use of a Card as authorized by federal law and Regulation 37. Cardholder agrees that Issuer, its agents or service companies may monitor and/or record any telephone communications with Cardholder.

38. Cardholder agrees that Issuer may release information to others, such as credit bureaus, regarding the status and history of Cardholder's Account. However, Issuer is not obligated to release any such information to anyone unless Issuer is required by law to do so.

39. Your Card or Account cannot be used in connection with any internet gambling transactions. You agree that you will not use your Card for any transaction that is illegal under any federal, state or local law.

YOUR BILLING RIGHTS
(Keep this Notice for Future Use)

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Credit Card Customer Service
PO Box 30495
Tampa, FL 33630

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 letter, we must do two things:

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

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.
- After we finish our investigation, one of two things will happen:
- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.
- If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

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

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

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

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

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

Credit Card Customer Service
PO Box 30495
Tampa, FL 33630

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.