
CREDIT CARD AGREEMENT

**Platinum MasterCard®
Platinum Rewards MasterCard®**

**HARVARD
UNIVERSITY
EMPLOYEES CREDIT UNION**



Not a bank. A benefit.

PO Box 382609
Cambridge, MA 02238
617-495-4460
www.huecu.org

This Agreement sets forth the terms and conditions under which this Credit Union shall furnish a credit card(s) to the borrower(s) for use in obtaining goods, services and/or cash on credit.

The words "I", "me" and "my" mean each person who applies for the card, who signs the card and/or this Agreement, or uses the card. "Credit Union" means the within named credit union. "Card" means the card or cards issued by the Credit Union to me pursuant to this Agreement.

1. I may obtain cash, goods and/or services on credit by properly presenting my card to any approved lender or any approved seller of goods or services as long as the amount of credit that I request does not exceed (when added to the then outstanding principal balance of my loans and posted interest charges) my Maximum Credit Limit or my Daily Limit on Cash Advances if any. My Maximum Credit Limit and my Daily Limit on Cash Advances if any, shall be as initially established by the Credit Union and as thereafter changed from time to time by the Credit Union.
Use of my card outside of the United States of America may be subject to certain limitations. If I am traveling outside of the United States, I understand that I may contact the Credit Union for information concerning such limitations in various countries.
2. Interest Charges shall begin to accrue on Cash Advances as of the date that such Cash Advances are made to me or the first day of the billing cycle in which posted to my account, whichever is later. Interest Charges on Cash Advances will continue to accrue until such Cash Advances are paid in full. Interest Charges shall begin to accrue on Credit Purchases that I make using my card on the date that such Credit Purchase is posted to my account, but only if I elect not to pay the entire New Balance shown on my prior monthly billing statement by the due date. If I elect not to pay the entire New Balance shown on my prior monthly statement by the due date, an interest charge will be imposed on the unpaid balance of Credit Purchases from the statement closing date and on Credit Purchases made during the current billing cycle from the date of posting to my account 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. Balances on which interest charges accrue are called "balances subject to interest charge."
3. Subject to the rules set forth in paragraph 2 hereof, I shall pay an interest charge on all balances that are subject to interest charge herein at the ANNUAL PERCENTAGE RATE set forth at the back of this Agreement.
The ANNUAL PERCENTAGE RATE (and the corresponding Monthly Periodic Rate (APR:12)) will be adjusted on the first day of each monthly billing cycle to the "Prime Rate" as published on the last business day of the preceding monthly billing cycle in the Money Rates Section of The Wall Street Journal (if more than one Prime Rate is published, the higher rate shall be used) (the "Index"), plus a margin (percentage points). If the Index is no longer published, the Credit Union may select a substitute Index having similar characteristics and I shall be notified of such substitution. An increase in the rates will increase your interest charges and your Minimum Monthly Payment (unless the Minimum Monthly Payment - Dollar Amount is greater). In any case, this ANNUAL PERCENTAGE RATE will never be more than 18%. The interest charge for each billing cycle will be computed by multiplying the Average Daily Balance of the balance subject to interest charge for the billing cycle by the monthly periodic rate. The Average Daily Balance is determined by dividing the sum of the closing daily balances subject to interest charge during the billing cycle by the number of days in the cycle. The balance subject to interest charge for any day is determined by adding to the prior day's closing balance subject to interest charge, any Cash Advances and Credit Purchases (but only if the previous New Balance was not paid in full by the end of the current billing cycle) posted to my account on such day, and subtracting any payments or credits for such day. Interest charges are added to my account at the end of each billing cycle, but such interest charges are never added to the balance upon which interest charges are computed.
4. I agree to pay such Charges as are described herein this Agreement. Any other charge assessed to my account shall be treated as a Credit Purchase for the purpose of calculating interest charges, unless prohibited by law.
5. I agree not to request an advance which will cause my Maximum Credit Limit to be exceeded at any time; however, if my Maximum Credit Limit is exceeded at any time, I promise to immediately repay the amount of the excess to the Credit Union. I agree not to use my card to effectuate any transaction which is unlawful under applicable law, such as unlawful gambling.
6. In order to secure my obligations to the Credit Union hereunder, I hereby grant a security interest to the Credit Union in any property in which the Credit Union now or hereafter holds a security interest securing some other obligation of mine to the Credit Union, provided, however, no such security interest shall be granted in any property constituting my principal residence, consumer goods or any deposit account that I hold in the Credit Union. Therefore, with the exceptions noted in the immediately preceding sentence, collateral securing other loans with the Credit Union may also secure this loan.
7. I agree to repay the amount that I or any person whom I have authorized to use my Card have borrowed, all interest charges thereon and any fees or charges incurred by me and properly added to my account as follows: each month I shall pay within 25 days of the statement closing date ("Payment Due Date") the Minimum Monthly Payment as shown on said statement (which Minimum Monthly Payment shall be equal to the Minimum Monthly Payment - Percentage of 3.0% which shall be a percentage of the New Balance shown on the statement that does not exceed my Maximum Credit Limit, plus the entire amount that does exceed my Maximum Credit Limit, if any, plus all amounts past due, if any; or the Minimum Monthly Payment - Dollar Amount of \$30.00 if such Dollar Amount is greater. All payments shall first be applied to interest due with the highest interest rate being paid first, then to other proper charges due, and then to principal due. I may also prepay any amount due to the Credit Union at any time without penalty.
8. Purchases, cash withdrawals and cash advances made in foreign currencies will be posted to my 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 MasterCard from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the government mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
A fee of 1% of the transaction amount posted to my account will be imposed on all foreign transactions where the purchase amount is converted from a foreign currency into U.S. dollars. A foreign transaction includes purchases, cash withdrawals and cash advances that you complete or a merchant completes on my card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.
A devaluation of the US dollar against the foreign currency in which the transaction was made will result in a higher than expected dollar amount charged to my account. This currency differential, along with any transaction fee for the foreign exchange could result in my account exceeding the credit limit.
9. I understand that I shall be in default in the event that I do not make any payment required hereunder when due, if I die, file bankruptcy, become insolvent, default on any other indebtedness of mine to the Credit Union or fail to fulfill any promise or other obligation hereunder to the Credit Union. In the event of such default the Credit Union may terminate my line of credit without notice to me and I agree to immediately repay to the Credit Union, upon demand by the Credit Union, all amounts which I owe to the Credit Union hereunder. In the event of any such default, I agree to pay to the Credit Union all costs of collection, including the reasonable fees of attorneys engaged by the Credit Union to collect such past due amounts.
10. I understand and agree that the Credit Union may terminate my line of credit for any reason whatsoever, even if I am not in default, however, such termination shall not be effective until the Credit Union has mailed written notice of said termination to me which mailing will be made at least 5 days before the effective date of such termination, and such termination shall not affect my obligation to pay any outstanding balance in accordance with the terms of this Agreement.
11. Upon termination of my line of credit (whether or not a default has occurred), I promise not to use my Card thereafter and promise to return it immediately to the Credit Union. I recognize that the Card shall remain the property of the Credit Union at all times.
12. If a late charge is described in the Credit Card Disclosures set forth herein, in the event that any payment due hereunder is not paid in full within 15 days of its due date, I shall pay a late charge equal to the amount described as set forth herein.
13. In order to determine whether a material change in my financial circumstances has occurred, the Credit Union will make an annual (or more frequent) credit review to determine my current financial condition.
14. The Credit Union may amend the terms and conditions set forth in this Agreement, provided that such amendment shall not be effective unless written notice of such amendment is mailed or delivered to me at least one billing cycle, but not less than 45 days prior to the effective date of the change.

- I understand that if I disagree with any amendments to this agreement, I may close my account with the current terms and conditions unchanged, however, closing my account will not release me from my obligations to the Credit Union.
15. I understand that if I am under the age of 21 my initial application and any subsequent application to increase my credit limit may have to be cosigned by a parent or guardian.
 16. Each person who signs this Agreement or uses the Card(s) or permits another to use the Card(s), agrees to be jointly and severally liable to the Credit Union for all obligations due to the Credit Union hereunder. I/We will not, however, be liable for any unauthorized use of my/our Card. This Agreement shall be deemed to be under seal and shall be governed by the laws of the Commonwealth of Massachusetts.
 17. I will notify the Credit Union Service Center, orally or in writing, of the loss, theft, or possible unauthorized use of my card(s). To notify the Service Center, I will call 1-800-449-7728 or write PSCU-FS Service Center, Inc., Security Department, P.O. Box 31112, Tampa, Florida 33631-3112.
 18. Cardholder hereby agrees to the rules and regulations contained in the bylaws governing accounts with this Credit Union as they now are or hereafter may be amended and authorizes this Credit Union to obtain consumer reports in connection with this account.
 19. Promotional Balance Transfers: Processed as Cash Advances. The Promotional Balance Transfer option and interest rate are only available during the first 12 monthly billing cycles following the opening of the account. Balance transfers from existing Harvard University Employee's Credit Union credit card accounts are not permitted.
 20. Platinum Rewards Program: Please refer to our Platinum Rewards Program guide.

Your Billing Rights: Keep This Document For Future Use

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

What To Do If You Find A Mistake On Your Statement

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

Harvard University Employees Credit Union
PO Box 382609, Cambridge, MA 02138-2609

You may also contact us on the Web: www.huecu.org

In your letter, give us the following information:

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

You must contact us:

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

You must notify us of any potential errors in writing or electronically. 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 or electronically at:

Harvard University Employees Credit Union
PO Box 382609, Cambridge, MA 02138-2609
www.huecu.org

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.

CREDIT CARD DISCLOSURE TABLE

Figures disclosed herein are accurate as of December 15, 2016.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<p>Platinum 1.99% intro rate for the first 12 billing cycles, then 10.24% to 18.00% based on your creditworthiness. After that, your rate will vary with the market based on Prime Rate plus a margin.</p> <p>Platinum Rewards 1.99% intro rate for the first 12 billing cycles, then 12.24% to 18.00% based on your creditworthiness. After that, your rate will vary with the market based on Prime Rate plus a margin.</p>
(APR) Cash Advances	10.24% to 18.00% based on your creditworthiness. After that, your rate will vary with the market based on Prime Rate plus a margin.
(APR) Balance Transfers	1.99% for 12 billing cycles following account opening on transfers made during the first 90 days after account opening then 10.24% or 12.24% to 18.00% . After that, your rate will vary with the market based on Prime Rate plus a margin.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
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 Consumer Protection Bureau at: http://www.consumerfinance.gov/learnmore

Fees	
Annual Fee	None
Transaction Fees • Foreign Transaction Fee	1% of each transaction in US dollars
Penalty Fees • Late Payment Fee • Return Check Fee	<p>\$10.00 or 10% of the outstanding balance, whichever is less.</p> <p>\$4.50</p>
Other Fees • Replacement Card Fee • Emergency Replacement Card Fee	<p>\$15.00</p> <p>\$50.00</p>

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases)”.

Activation of your new card constitutes acceptance of these terms and conditions.