

## CAROLINA TRUST FEDERAL CREDIT UNION VISA AGREEMENT

This is your Agreement and Disclosure Statement with Carolina Trust Federal Credit Union. Please read it carefully and keep it for your records. It supersedes all prior agreements and disclosure statements relating to your account. You do not have to sign this Agreement. Your agreement to all of these provisions, as amended from time to time including the Card issued by us, will be shown by your application for the Card, your acceptance of the Card, or your use of the Card, whichever occurs first.

**1. Definitions** In this Agreement, the word "Card" means either one or more VISA credit cards and any duplicates, renewals or substitutions we issue. The words, "you", "your", and "yours" mean all cardholders (borrowers and co-borrowers); anyone any cardholder permits to use the Card(s); as well as any authorized user for whom an additional Card(s) is issued to the extent of their purchases and cash advances, as well as transactions by anyone they permit to use the Card(s). The word "cardholder" means any applicant or co-applicant to whom a Card is issued by us. The words "Credit Union", "we", "us", and "our" mean Carolina Trust Federal Credit Union. The words "Convenience Checks" mean one or more checks that we may send to you to access your Credit Card Account.

### 2. PLEDGE OF SHARES AND SECURITY INTEREST

BY SIGNING AN APPLICATION, ACCEPTANCE OR AUTHORIZED USE OF ANY CREDIT CARDS, YOU GRANT AND PLEDGE A CONSENSUAL LIEN TO US ON ALL SHARES TO SECURE PAYMENT OF YOUR OBLIGATIONS ON THIS ACCOUNT. IN ADDITION, YOU ACKNOWLEDGE OUR STATUTORY LIEN RIGHTS UNDER THE FEDERAL CREDIT UNION ACT; YOU AGREE THAT SUCH A LIEN IS IMPRESSED AS OF THE DATE THAT THIS ACCOUNT IS OPENED; AND YOU AGREE THAT WE CAN APPLY THE SHARES PLEDGED AT THE TIME OF ANY DEFAULT ON THIS ACCOUNT WITHOUT FURTHER NOTICE. "Shares" for the purpose of your pledge to secure your obligations to us means all deposits in any share savings, share draft, club, certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held, regardless of contributions, that you have on deposit now or in the future. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.

**SECURITY AGREEMENT** Payments on your Account are secured by any security interest in any property securing your other obligations to us, whether existing now or in the future, except your household goods and your primary residence. You hereby grant us security interest in all property purchased through this credit plan, including a purchase-money security interest in any household goods purchased with an extension of credit upon this Account. These security interests shall secure faithful performance of all obligations arising under this Agreement; and we shall have all of the rights of a secured party in accordance with Article Nine of the Uniform Commercial Code and/or other applicable law.

**3. How To Use This Account** You must sign the Card in order to use it. You can purchase or lease goods and services ("Purchases") from any merchant who honors your Card up to your maximum credit limit by presenting your Card and signing a sales slip or writing a Convenience Check for the amount of the purchase. You may also use the Card to obtain cash loans ("Cash Advances:") up to your maximum credit limit from financial institutions that accept a VISA credit card, and by use of pre-printed Convenience Checks that we may issue to you. You agree not to present your Card, obtain a Cash Advance or write a Convenience Check for any extension of credit in excess of your available Credit Limit (the difference between your outstanding balance and your maximum credit limit) on your account. Certain purchases and cash advances require authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our system is not working, we may not be able to authorize a transaction, even though you have sufficient credit available. Also, for security reasons, we may block the use of your Card in certain countries or geographic areas. We will have no liability to you or others if any of these events occur.

**4. ATM Access** If you have received a personal identification number (PIN), you may use your Card and PIN to obtain Cash Advances at any Automatic Teller Machine ("ATM") that accepts your Card. Your PIN is confidential and should not be disclosed to anyone. You agree not to write your PIN on your Card, you will not keep your Card and PIN together, and you will not provide your PIN to anyone who is not an authorized user. Except as otherwise provided in this agreement, advances through ATM access shall be treated as Cash Advances under this Agreement. Advances at authorized ATMs are limited to a total of \$310.00 during any 24-hour period. The total of all cash advances on your Visa Account and any withdrawals from your other accounts through an ATM in any 24-hour period may be combined for the purpose of this limitation. Although we do not charge a fee for this service, we do charge a foreign ATM fee if we do not own the ATM. **Owners of ATMs that we do not own may also charge fees (surcharge fees) in addition to any fees disclosed in this agreement. This is not a fee charged by your Credit Union; however, any such fee will be added to your account. The party charging the fee is required to provide appropriate disclosures to you with regard to any such fees.**

**5. Maximum Credit Limit** Your maximum credit limit will appear on the folder in which you receive your Card and on your monthly statement. At our discretion, we may change your credit limit at any time, and may provide separate limits for purchases and for cash advances. We will notify you if we do, either by mail or through your monthly billing statement. You may request a change to your credit limit by contacting us by telephone or mail. Your continued use of the card will show your agreement to any such increase. If you object to an increase in your credit limit, you must notify us in writing. Upon receipt of such notice, your credit limit will be reduced to its prior limit; however, you will be responsible to pay any amounts by which you exceed the reduced limits. You agree to pay any amounts you owe that exceed your maximum credit balance upon demand. You agree we are not obligated to extend to you credit for any amount that would cause your outstanding balance to exceed your Maximum Credit Limit, or for any amount if your outstanding balance already exceeds your maximum Credit Limit. Any increase in your Maximum Credit Limit you request will require you to make a written application for our approval. Credit balances in excess of \$1.00 will be refunded to you immediately after collection as provided herein by mailing a check to the address to which statements are provided payable to the order of any cardholder. You agree that the maximum Credit Limit will at no time exceed the agreed upon amount, and that any credit balance will not be available or increase the Maximum Credit Limit available for new purchases or cash advances during any billing cycle. In assessing any increase to your credit limit under the provisions in this Section: (a) you authorize us to review your credit history, including consumer credit reports; (b) you authorize us to have this review made by third parties to determine whether you meet the criteria we have set for such an increase; and (c) this process shall not be pre-screening under the Fair Credit Reporting Act or other applicable laws or regulations based on our existing relationship and this Agreement.

**6. General Terms Governing Your Payments** If we receive a payment by mail on a business day, you will receive credit that business day. Payments made in any other manner, including in person, will be deemed received on the next business day following receipt. You shall be jointly and severally liable and agree to pay us for all charges (purchases, cash advances, finance charges, and other charges added to your Account under the terms of this or any other agreements with us) extended to you or anyone else using a Card issued for your account, unless the use of such Card is by a person other than you, who does not have actual, implied or apparent authority for such use and from which you receive no benefit. Authority includes, but is not limited to, any authorized users permitting another person to use any Card(s). Further, all users are obligated to us for all charges they make, authorize, or permit. We can accept late or partial payments as well as payments that are marked with "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. If you pay more than the Minimum Payment Due, we will allocate the excess amount to your account balance at our discretion, unless you tell us otherwise. You must pay us in U.S. dollars drawn on funds on deposit in the United States. If you make payment with other currencies or from an institution domiciled outside the United States, then your payment will not be credited until the funds have been collected by us in U.S. dollars. You will make payments by mail directed to the following address: Carolina Trust FCU, PO Box 96099, Charlotte, NC 28296-0099, or you may make payments in person to a branch of Carolina Trust Federal Credit Union. You authorize us to honor any Purchase or Cash Advance you make by telephone or mail on this account. You agree that a signature is not necessary as identification in such cases. We reserve the right to refuse to honor any request for credit, to reduce your credit limit or terminate your account at any time using our sole discretion, based on changes in the economy, our financial condition, your creditworthiness or for another reason not prohibited by law.

**To protect you and us, the Credit Union, in its sole discretion, may place a temporary freeze on all or part of the credit available to you for new purchases or cash advances under this agreement any time we receive a large payment (\$1,000.00 or more), by a method other than cash, certified funds or electronic transfer. In such cases, we may freeze your credit line until payment is actually collected by us.**

**Automatic Payment Option** If you requested the Automatic Payment Option in your Application, all prearranged Payments due will automatically be deducted from your designated account on your Payment Due Date. If your designated account does not contain sufficient funds, no automatic deduction will be made; we will bill you for the Minimum Payment Due; and your account will be charged a Non Sufficient Funds fee and you will be responsible to make the payment by some other means.

**7. Minimum Payment Due** You can pay off your account balance in full each month or you can pay in monthly installments. If you do not pay your balance in full, you agree to pay at least a minimum payment of 2% of your New Balance (rounded to the nearest whole dollar) or \$25.00, whichever is greater at end of statement period. If the New Balance shown on your periodic statement is \$25.00 or less, you agree to pay this amount. Unless we take other action as a result of a default under this Agreement, the Minimum Payment Due will also include any amount that is past due and any amount by which your new balance exceeds your credit limit. Payments and credits will be applied first to pay billed but unpaid finance charges, late charges, and similar charges and next to pay cash advances and purchases. You must pay at least the minimum payment each month, but you may pay more than that amount at any time without a penalty. The sooner you pay your new balance, the less you will have to pay in finance charges. The "Payment Due Date" and billing cycle date will be shown on your periodic statement.

**8. Returns and Adjustments** Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which will be posted to your Account. If your credits and payments exceed what you owe us, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1.00 or more, it will be refunded upon your written request or automatically after six months.

**9. Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions** **Currency Conversion Fee\*:** If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA, as applicable. The exchange rate VISA uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee will be applied to transactions that are converted from foreign currencies to U.S. dollars. **Cross-Border Transaction Fee:** In addition, VISA charges us a Cross-Border Assessment on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement. \*The fees as set forth on the Credit Card Opening Account Disclosure accompanying the Agreement.

**10. Finance Charges on Account Balance** You agree to pay the **FINANCE CHARGE** on your account. A **FINANCE CHARGE** computed on a monthly periodic rate ("MPR") will begin to accrue for new Purchases, if you do not pay the New Balance in full within 25 days after the billing date of the statement on which the new Purchases first appear. A **FINANCE CHARGE** computed on a monthly periodic rate ("MPR") will begin to accrue on the transaction date of Cash Advance(s) or Purchases (except as provided above), or the first day of the billing cycle, whichever is later, and will continue to be imposed until you have paid any outstanding balance in full. We calculate the **FINANCE CHARGE** as follows:

**a.** The **FINANCE CHARGE** will be figured by applying the monthly periodic rate of your Account, indicated in the following schedule, to the average daily balance of Purchases and Cash Advances. The monthly periodic rate and **ANNUAL PERCENTAGE RATE (APR)** to be used is determined by the account applied for or approved by us pursuant to the terms of your application.

**b.** To get the total average daily balance on your Account, we take the beginning balance of your Account each day, add any new Purchases and Cash Advances, unpaid Finance Charges, current late payment fees, any annual fee, if applicable, and other fees, and subtract any payments or credits. This is your daily balance. Then we add up all the daily balances for the billing cycle and divide their total by the number of days in the billing cycle. This gives you the average daily balance. This determines the balance subject to the **FINANCE CHARGE**.

**11. Promotional Finance Charges** From time to time, and in our sole discretion, we may offer a special rate applicable to certain transactions such as particular purchases (as defined by us), balance transfers, cash advances or purchases made by using Convenience Checks. Applicable terms and conditions will be disclosed at the time any such promotion is offered, and are incorporated into this Agreement by reference. The promotional rate will apply only to the transactions and for the period of time set forth in any such offer from us. Existing balances and new purchases or advances not expressly subject to any such promotion will remain governed by the terms and conditions of this Agreement. In addition, the terms and conditions of this Agreement will govern your obligations regarding any unpaid balance or transactions that are made subject to any such promotional offer, that are not fully paid within the time period set forth in such promotional offer.

**Monthly Statements:** We will send you a monthly billing statement whenever there is activity on your account. Your monthly statement will show an itemized list of current charges (Purchases and Cash Advances) and convenience Check transactions to your account, your new balance, any Finance Charges, the minimum payment due, and the payment due date. In addition, it will show your current credit limit, payments, and credits, a summary showing your Purchases and Cash Advances, the merchant, electronic terminal or financial institution at which transactions were made, as well as other information concerning your account. Sales, Cash Advance, credit or other slips cannot be returned with any statement. You will retain a copy of such slip furnished at the time of the transaction in order to verify your monthly statement. **E-Statements:** If provided electronically, statements will be (1) e-mailed to you as an attachment; or (2) you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy / download your periodic statements using procedures that we authorize. E-mails from us will be sent to the email address provided by any owner.

**12. Additional Benefits/Card Enhancements** We may from time to time offer additional services to your Account, such as travel accident insurance, purchase rewards or rebates at no additional cost to you. You understand that we are not obligated to continue or to offer such services and may withdraw or change them at any time. If these benefits are withdrawn prior to any accrued use by you, the Credit Union will have no obligation to provide the benefit or enhancement, or any other compensation or consideration.

**13. Merchant Disputes** We are not responsible for the refusal of any merchant or financial institution to honor your Card except as set forth in the Special Rules for Credit Card Purchases set forth at the end of this Agreement.

**14. Late Payment Fee** We will charge your account a late payment fee for each billing period in which your minimum payment is not received within ten (10) days of your payment due date. This fee will be added to your account balance.

**15. Returned Payment or Non Sufficient Funds Fee** We will charge your account a fee if your payment by any method, including check, electronic transfer, home banking transaction or otherwise, is not honored, collected by us, or if we must return it to you because it cannot be processed for any reason. This fee may be added to your account balance.

**16. Charge for Copies and Card Replacement** If you ask for a copy of any document, such as a sales slip, Convenience Check, or billing statement, a per hour charge may be imposed for the time it takes to research and locate the document. However, no charge will be imposed in connection with any actual or asserted billing error. No charge will be imposed for current statement copies or replacement card, unless an expedited delivery of the card is requested.

**17. Card Recovery Fee** A card recovery fee will be charged if you use the card(s) after we mail you notice of termination of this Agreement.

**19. Convenience Checks** The Credit Union may, in its sole discretion, provide you with Convenience Checks from time to time, but has no obligation to do so. You can use Convenience Checks to purchase goods and services or to obtain cash up to the amount of your available credit limit unless that amount will cause you to exceed your credit limit. We will treat Convenience Checks as Purchases and will charge them against your credit limit. We may decline to honor a Convenience Check if you are over your credit limit, you are in default, your account privileges have been canceled, or your Card has expired. If we decline to honor a Convenience Check, we will charge you a fee, which we will add to your account balance. Convenience Checks may be used only by the person whose name is printed on them. You may not use Convenience Checks to pay any amount which you owe us under this or any other credit agreement with the us. We will not certify any Convenience Checks, nor will we return paid Convenience Checks to you. It is in our sole discretion to issue Convenience Checks to any member. **NOTE:** There are no stop payment rights for any convenience check since such transactions are credit transactions and are not treated as checking transactions.

**20. Your Responsibility and Liability for Unauthorized Use and Lost or Stolen Cards or Convenience Checks** If your Card or Convenience Checks are lost or stolen or if you are afraid someone used or may use them without your permission, you must notify us at once by calling **1-866-820-3789**. We may require you to provide us certain information in writing to help us find out what happened. Further you agree to cooperate and assist us or any government or law enforcement agent or agency in investigating, collecting, or pursuing any other rights (civil and criminal) relating to any unauthorized use. In this regard, you agree to file an appropriate police report when asked to do so. Do not use the Card or the Convenience Checks after you have notified us, even if you find them or have them returned to you. You are not liable for unauthorized use of your card. You are liable for all transactions that you authorize. **No Liability:** You will have no liability for unauthorized use of your Card, Convenience Checks or other Access Devices for non-ATM transactions made over the VISA Network if the following conditions are met: (1) You have not been grossly negligent; and (2) You have not committed, participated in, or conspired to commit any fraudulent act or scheme involving the use of your VISA credit card account. **Limited Liability:** For transactions on other networks or ATM transactions, you may be liable for unauthorized transactions using your Card, Convenience Checks or other Access Devices that occur before we are notified. However, your liability for unauthorized use on networks other than VISA will not exceed \$50.00. In any case, you will not be liable for any unauthorized use after notifying us of the loss, theft, or unauthorized use of your Card, Convenience Checks or other Access Devices. (continued on back)

**21. Default** You will be in default if: (a) you fail to pay the Minimum Payment Due by the Payment Due Date; (b) the Credit Union, in its sole discretion, feels insecure (For example: Our good faith belief that your ability to pay your account is impaired; use of your account in any manner or in any way that may expose the Credit Union to a risk of loss; etc.); (c) your ability to repay is materially reduced by a change in your employment, by an increase in your obligations, by bankruptcy or insolvency proceedings involving you, by your death, or (for community property state residents only) by a change in marital status or domicile; (d) you exceed your credit limit without our permission; (e) you have made a false or misleading statement to us in your application or otherwise; (f) you are in default under any other agreement with us; (g) if you use or authorize the use of any Card(s) to make or facilitate any illegal transaction; or (h) you fail to perform any of your other obligations under the terms of this Agreement as it may be amended from time to time. Upon default we may close your Account to future purchases and advances and, to the extent not prohibited by Governing Law, demand immediate payment of your entire Account balance, after giving you any notice and opportunity to cure the default if required by applicable law. The Credit Union's sole obligation hereunder with regard to determining and declaring an event of default is the exercise of "good faith," based on its subjective understanding of applicable facts. We shall also have the right to close your account and terminate access privileges where your account is inactive for such periods of time as we may from time-to-time determine to be appropriate for protecting both our and your interests. **Cross Collateralization:** Security interest secures the credit card balance and any extensions of credit, renewal of terms or refinancing of the loan amount. It also secures any additional Carolina Trust loans, including any credit card loan you have now or receive in the future and any other amounts you owe Carolina Trust for any reason now or in the future. The exception is any loan secured by your principal residence. If the property is household goods as defined by the Federal Trade Commission Credit Practices Rule, then property will secure only that particular loan and no other amounts you may owe.

**22. Collection Costs** You agree to pay all costs incurred by us in collecting any amounts you owe or in enforcing or protecting our rights under this agreement, including attorneys' fees of 20% of the unpaid balance or such greater sum as may be reasonable, and also those costs, expenses and attorneys' fees incurred in any appellate, bankruptcy and post-judgment proceedings, except as limited or prohibited by applicable law.

**23. Updating and Disclosing Financial Information** We may report your performance under this Agreement to credit reporting agencies and secure follow-up credit reports on you for any legitimate business reason, including if you fail to make your minimum payments on time. We can reinvestigate and reevaluate any information you provide on your Visa Application at any time, and in the course of doing so, we may ask you to provide additional information, request credit bureau reports and/or otherwise verify your current credit standing. **Access to Account Information:** You agree that all borrowers and authorized users will have access to information regarding transactions on your account, including but not limited to purchases and cash advances, account balances, account history, payments and other information relating to or arising with regard to this account or any transaction.

**24. Correcting the Credit Union's Credit Report** If you think we reported erroneous information about you to a credit reporting agency, call us at the telephone number listed on your monthly billing statement. We will promptly investigate the matter. We will contact each credit-reporting agency whose records may reflect an error. We will require them to correct your report if its investigation decides that you were correct. If we disagree with you after the investigation, we will advise you, in writing or by phone, and instruct you how to submit to those agencies a statement of your position that will become a part of your credit record with them. The instructions will include the name, address, and phone number of each such agency, along with other pertinent information.

**25. Closing Your Account** Any individual cardholder without the consent of the other cardholders may close your Account at any time by notifying us in writing. We may close your account or suspend your Card privileges or Convenience Checks at any time without prior notice. We may also reissue a different Card or different Convenience Checks at any time. You must return the Card or the Convenience Checks to us upon request. You agree that the Card and all Convenience Checks remain the property of the Credit Union. Each Card we issue will have an expiration date. Upon expiration of your Card, your account will automatically terminate; or we, in our sole discretion, may extend your Agreement and issue a new card with a new expiration date. If your account is closed, expires, or your credit privileges are terminated or suspended, you will remain responsible for paying all amounts you owe us according to the terms of this Agreement. Without limiting the foregoing, we have the right to terminate your line of credit and to demand the return of all cards, access checks and other devices if we, in our sole discretion, feel that it is insecure for any reason whatsoever; including, but not limited to, mismanagement of your account, failing to safeguard any access device, creation of any credit balances by you that may increase the risk of loss or exposure to us, or failing to cooperate with us or others with regard to any claim of unauthorized use or any other defense to payment under applicable law.

**26. Changing This Agreement** We may change the terms of this Agreement, including the Annual Percentage Rate, at any time. Except where limited by applicable law, the new terms, including, but not limited to, increasing the finance charge or the way we calculate finance charges, late charges, and the minimum payment due, will apply both to new purchases and cash advances and to the existing outstanding balance of your account as of the day of the change. In accordance with applicable law, we will notify you of any increased charge or change by writing to you at the most recent address shown for you on our records.

**27. Delay in Enforcement/Waivers** We may delay or waive enforcement of any of the provisions of this Agreement, including any agreement to make timely payments, without losing its right to enforce the same provision later or any other provisions of this Agreement. You waive the right to receive notice of any waiver or delay or presentment, demand, protest or dishonor. You also waive any applicable statute of limitations to the full extent permitted by law and any right you may otherwise have to require us to proceed against any person before suing you to collect. You understand that we will not be liable for a merchant's or other parties' refusal to honor your Card whether due to an error by us, the merchant, our authorized agent, or other third party.

**28. Change of Name, Address or Employment** You will immediately notify us in writing if your name, home address, or employment changes.

**29. Other Provisions** To the extent not prohibited by applicable law, the terms, interpretation and enforcement of any claim or dispute arising under this Agreement, as well as all parties, rights and duties, will be governed by South Carolina law regardless where you may reside or use your account. Further, this Agreement is the contract which governs all transactions on your Account even though sales, cash advances, credit or other slips may contain different terms. You may not transfer or assign your account or Card to any other person. We may assign or transfer this Account, your Account balance, or this Agreement to another person, who shall have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives. If there are joint obligors or authorized users for this credit plan, each of you will have the right to use the Account to obtain loans pursuant to the terms hereof. Each of you will be liable for all obligations owing on the Account whether borrowed by you or otherwise and whether within or beyond the credit limit. Your liability will be joint and several. Either party has the right to cancel this Agreement. Further, each of you is responsible for all amounts borrowed by any authorized user(s). Authorized users and other users may also be required to repay the amount owed for charges they make; however, you remain, at all times primarily responsible for all amounts owed. All Cards, billing statements and notices will be mailed or delivered to the address given on the application for either applicant unless you direct otherwise in writing. **If any law or judicial ruling makes any provision of this Agreement unenforceable, the other provisions shall remain in full force and effect.** You agree that your account shall also be subject to all rules and regulations of VISA U.S.A., Inc., as applicable. If there is any conflict between this Agreement and the rules and regulations of VISA U.S.A., Inc., the rules and regulations of VISA U.S.A., Inc. shall control.

**30. Insurance** If you elect insurance, as set forth in your application, then the charges will be added to your Account balance on each billing cycle, if your insurance application is approved. Credit insurance is voluntary and not required to obtain a credit card account with us. You have a right to terminate this insurance at anytime by notifying us in writing.

**31. Illegal Transactions** You warrant and agree that your Credit Card, other access device or any related account will not be used to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. Certain federal and/or state laws or Card Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as charges incurred at a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

**32. CU Rewards for Platinum Card Purchases** Carolina Trust VISA Platinum cardholders receive one point for every dollar purchased. Balance transfers and cash advances are not eligible. Points can be used to order the awards described on the CU Rewards website at [www.curewards.com](http://www.curewards.com), which may be updated from time to time. Point requirements assigned to any award are subject to change from time to time without notice, and awards may be discontinued or substituted at any time. Accounts must be open and in good standing (not canceled or terminated by either party; not delinquent, over limit, or otherwise not available to use for charges) at time of redemption. Awards are not available when a cardholder is in default under the card agreement. The sponsoring credit union reserves the right to suspend the cardholder's participation in the program until the account is in good standing. Points have no cash value. Points in this Program cannot be exchanged for cash or credit, may not be used with any other offer, promotion or discount, cannot be combined with cash to obtain awards, cannot be earned from or transferred to or combined with any other account's points for redemption and cannot be used to pay off any obligation on the cardholder's account. Points may be forfeited due to Rules violations. Participant is responsible for any federal, state or local income or other taxes or gratuities, if applicable. The Program reserves the right to terminate the Program or portions thereof at any time without restriction or penalty. Regardless of a Participant's level of activity in the program, the ability to accumulate points or claim awards can be terminated with or without prior notice. The redemption value of Points already accumulated, may be changed at any time without notice and without restriction or penalty. The list of merchandise, airlines, hotel, rental car, cruise or tour companies and any other listed award available in the Program is subject to change and may be discontinued all or in part without notice. For a complete listing of rules and disclosures and to see additional rules regarding certificate redemptions for airline tickets, cruises, car and hotel awards, please see the travel section of the CURewards website or call 1-800-900-6160 for more information.

**33. Mandatory Arbitration of Disputes and Claims** Arbitration is a method of deciding disputes outside the court system. The parties agree and understand that they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This provision governs when and how any disputes you and we may have will be decided. Unless specifically prohibited by applicable law all disputes, claims, damages, chooses in action, claims for injunctive relief or controversies arising from or relating in any way to the agreements, relationships, accounts, loans, or security agreements between you and us; the relationships which result or arise as a result of this Agreement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in or ancillary to any bankruptcy or other insolvency proceeding; or the validity of this clause (together referred to collectively as Agreement), shall be resolved by binding arbitration by a single arbitrator chosen with the mutual consent of the parties. The arbitrator must be an attorney with more than ten (10) years experience or a retired judge. If for any reason the parties do not consent to an arbitrator within thirty (30) days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association ("AAA"). This arbitration Agreement is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act ("FAA") at 9 USC § 1, et seq., as amended from time to time. It is understood and agreed that your Credit Plan Agreement(s), your Accounts, all transactions on your Accounts, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the Arbitration Act for the State set forth in this Agreement., as amended from time to time, in which case all references to the FAA herein shall be to said State Act. If the State has no Arbitration Act, then the parties will be governed by the Rules of the American Arbitration Act in any matter not involving interstate commerce. The parties agree and understand that the arbitrator shall have all power provided by the law and this Agreement to make and enter findings of fact and determination of judgment based on the parties' Agreements and applicable law, including but not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of the Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the American Arbitration Association, and the Arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or applicable State Law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than \$100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All provisions of this Arbitration Agreement will apply to the panel. Judgment upon the award rendered may be entered in any court having jurisdiction. Exception to Mandatory-Binding Arbitration for Small Claims: The parties to this agreement may bring any individual claim or action hereunder in the small claims court in the State that has jurisdiction pursuant to the provisions set forth in this Agreement as long as the amount of all claims or other actions does not exceed the lesser sum of \$7,500.00 inclusive of costs and legal fees or the maximum jurisdiction the venue of a State Court providing for the resolution of small claims. No representative or class claims may be brought or asserted pursuant to this exception. **WITH THE EXCEPTION FOR THE PARTIES AGREE AND UNDERSTAND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORD WITH THIS AGREEMENT.** Notwithstanding anything hereunto the contrary, the Credit Union retains an option to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the agreements between the parties, to enforce all monetary obligations by you to the Credit Union so long as there is no dispute that is subject to mandatory arbitration, or to foreclose on any collateral securing your obligations to us by way of replevin, claim and delivery, or otherwise. The initiation and maintenance of an action for judicial relief in a court (on the foregoing terms) shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in any action brought by the Credit Union pursuant to this provision. Any arbitration proceeding will take place in the federal judicial circuit where you live. If you cannot afford to pay the fees charged by the Arbitrator or any panel for an appeal as provided herein, we will consider any reasonable written request by you for us to pay the fees of the Arbitrator or Arbitration Panel. We will pay any fees or costs specifically required by applicable law. However, each party must bear the expense of that party's own attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern. Any costs we pay in order for you to bring a proceeding hereunder are subject to being awarded to us upon a ruling or an award by the arbitrator that is favorable to the Credit Union. The AAA and other legal assistance services may be able to refer you to legal assistance from government or non-profit organizations that provide assistance to those who can show a financial need for such assistance.

#### **YOUR BILLING RIGHTS - Keep this notice for future reference.**

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 if you need more information about a transaction on your bill, write us (on a separate sheet) at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. **In your letter, give us the following information:** (1.) Your name and account number; (2.) The dollar amount of the suspected error; (3.) Describe the error and explain, if you can, why you believe there is an error. If you need more information, please describe the item you are not sure about. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

#### **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 and 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 the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to the questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. 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 us within 25 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 do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

#### **SPECIAL RULES FOR CREDIT CARD PURCHASES:**

If you have a problem with the quality of property or services that you purchase 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 property or services. There are two limitations on this right: (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; (b) The purchase price must have been more than \$50.00.

**These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services. Further, the Credit Union has no liability for any tort or related claims arising from such purchases.**

**If you feel Counseling or Debt Management services are needed,** please contact Consumer Credit Counseling Service toll free at 1-800-251-2227 or visit [www.cccsinc.org](http://www.cccsinc.org). Or, visit [www.frbatlanta.org](http://www.frbatlanta.org) for a list of Counseling and Debt Management Services.

**Contact Information Address:** Carolina Trust Federal Credit Union CARD SERVICES, PO Box 780004, Myrtle Beach, SC 29578-7804; **Phone:** (843) 448-2133 or **Toll Free:** 1-888-448-2133; **To Report a Lost or Stolen VISA Credit Card after Hours:** 1-800-654-7728; **To Close the Account:** Send written notice to above address.