



## **CARD AGREEMENT**

This card Agreement is your contract with us. It governs the use of your card and account. Keep this Agreement for your records. **(For Secured Visa Credit Card Account “SVCA”)**

### **Definitions**

**Account** means the relationship established between you and us by this Agreement.

**APR** means an annual percentage rate.

**Authorized User** means any person you allow to use your account.

**Card** means one or more cards or other access devices that we give you to get credit under this Agreement. This includes account numbers.

**We, us, and our** means United Bank of Philadelphia, the issuer of your account.

**You, your, and yours** mean the person who applied to open the account. It also means any other person responsible for complying with this Agreement.

Manage Your Card Account Online: [www.MyCardStatement.com](http://www.MyCardStatement.com)

### **Your Account**

You agree to use your account in accordance with this Agreement. You must pay us for all amounts due on your account. This Agreement is binding on you unless you close your account within 30 days after receiving the card and you have not used or authorized use of the card. Your account must only be used for lawful transactions. By signing the Application, you certify that all of the information you now or will later supply to us is true and correct.

**Authorized Users.** You may request additional cards for authorized users. Each authorized user is your agent and may use, manage, and receive information about the account to the same extent as you; subject to any limitations we may impose. You must pay us for all charges made by authorized users. You must pay us even if you did not intend to be responsible for those charges. You must notify us in writing to withdraw any permission you give to an authorized user to use your account.

**Joint Accounts.** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the account is used by only one of you. You will continue to be liable for the entire balance of the account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your account status will continue to be reported to the credit bureau under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Credit Limit.** Your initial credit limit is on the card carrier. After that, your credit limit appears on your billing statement. The full amount of your credit limit is available to use where the card is honored. We will notify you of your initial cash advance credit limit on the card carrier. After that, your cash advance limit appears on your billing statement. We may



reduce or increase your credit limit or cash advance limit at any time, for any reason, as permitted by law. We will notify you of any change, but the change may take effect before you receive the notice. You should always keep your total balance below the credit limit. However, if the total balance goes over your credit limit you still must pay us. If your account has a credit balance, we may reduce the credit balance by any new charges on your account. Any credit balance in excess of your credit limit will be refunded after 90 days.

**Cash Advance.** Over the Counter Cash Advance and cash obtained at an Automated Teller Machine (ATM) a transaction fee of 2% of transaction amount or \$2.00 will be charged for each ATM Cash Advance. A transaction fee may also be imposed by an ATM operator to complete the complete a Cash Advance transaction.

**Billing Statement.** Your billing statement shows the New Balance. This is the total amount you owe us on the Statement Closing Date. To determine the New Balance, we begin with the total balance at the start of the billing cycle. We add any purchases or cash advances; we subtract any credits or payments. We then add any interest charges or fees and make other adjustments.

Your billing statement also shows your transactions; the Minimum Payment Due and payment due date; your credit limit and cash advance limit; and your interest charges and fees. We deliver a billing statement to only one address. You must notify Customer Service in writing of a change in address. We may stop sending you statements if we deem your account uncollectible or start collection proceedings; but we may continue to add interest and fees as permitted by law.

**Secured Savings Account (the “SSA”)** The minimum balance required to obtain the Annual Percentage Yield (APY) is \$750. Fees could reduce the earning on the deposit. If more than one person is applying for an account, each of you will own the deposit, jointly with right of survivorship. If you close your credit card account with a balance due, we will charge your SSA for the balance due and return the balance on SSA to you by check. To obtain the APY on the SSA please access the bank web site [www.ubphila.com](http://www.ubphila.com) or call 215-351-4600.

### **Interest Charges Based on APRs**

**Interest Charges.** We impose interest charges when we apply APRs to your account balances. We do this every day by using a daily periodic rate. To get a daily periodic rate, we divide the APR by 365.

**When Interest Charges Begin.** We begin to impose interest charges the first day we add a charge to a daily balance. The charges we add to a daily balance include purchases and cash advances. They also include interest charges and fees. We continue to impose interest charges until we credit your account with full payment of the total amount you owe us.

**Grace Period on Purchases.** You can avoid interest charges on purchases, but not on cash advances. This is called a grace period on purchases. The grace period is at least 25 days. To get a grace period on purchases, you must pay the New Balance by the payment due date



every billing cycle. The grace period for the New Balance of purchases extends to the Payment cycle.

**Grace Period on Cash Advances.** There is no grace period on cash advances. The interest charges on cash advances begins from the date you obtained the cash advance, or the first billing cycle in which it is posted to your account. Transaction fee is the greater of 2% of the transaction amount or \$2.00.

**Calculating of Interest Charges- Average Daily Balance Method of purchases (and if applicable, cash advances).**

- The Interest Charges for a billing cycle are computed by applying the monthly Periodic Rate to the “average daily” balance of purchases and if applicable, cash advances).
- To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees and unpaid interest charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

**Minimum Interest Charge.** If we charge you interest, the charge will be no less than \$.50. We add the charge to the regular purchase balance or allocate it among one or more of the balances that accrues interest.

**Balance Subject to Interest Rate.** Your statement shows a Balance Subject to Interest Rate. The Balance Subject to Interest Rate is the average of the daily balances during the billing cycle. A billing cycle begins on the day after the Statement Closing Date of the previous billing cycle. It includes the statement Closing Date of the current billing cycle.

### Fees

**Annual Membership Fee.** If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill, to the address shown on the front of your monthly billing statement following the phrase, “ Send Billing Inquires and Correspondence to.” You may use your card(s) during this (30) day period but immediately thereafter must send your card(s), which you have cut in half, to this same address. The fee will be \$35.

**Transaction Fee for Cash Advances.** You take a cash advance if you get money through an automated teller machine (ATM); or get money through a financial institution. The fee is greater of 2% of the transaction amount or \$2.00.

**Late Fee.** We may add a late fee for each billing cycle in which you have a past due payment. For late fee purposes you have a past due payment any time you fail to pay the



Minimum Payment Due (less the Amount over Credit Limit shown on your billing statement) by the payment due date. The fee will be \$20.

**Returned Payment Fee.** We may add a returned payment fee for a returned payment. A returned payment is an electronic debit, payment check, or similar payment instrument that is returned unpaid. We may add this fee the first time your payment is returned, even if it is not returned upon resubmission. The fee will be \$10.

## Payments

**Minimum Payment Due.** You must pay at least the Minimum Payment Due by the payment due date each billing cycle. The sooner you pay the New Balance, the less you will pay in interest charges. Any past due amount and over limit amount is used in calculation of the Minimum Payment Due.

To calculate the Minimum Payment Due, we begin with any past due amount. We add any amount in excess of your credit limit. We also add the largest of the following:

- 3% of the outstanding balance or \$20 whichever is greater.
- Note, if your balance is less than \$20 we will bill you for the full amount.

**Application of Payment.** Payments in excess of the Minimum Payment Due are applied in accordance with law. This means that we will generally apply payment in excess of the Minimum Payment Due to cash advance interest charges, retail interest charge, cash advance previous balance and retail previous balance.

**Payment Instructions.** We credit your payments in accordance with our payment instructions on the billing statement. You must pay us in U.S. dollars. To do so, you must use a check, similar instrument, or electronic debit that is drawn on and honored by a bank in the U.S. Do not send cash. We can accept late or partial payments, or payments that reflect “paid in full” or other restrictive endorsements, without losing our rights.

## Credit Reporting

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We may report account information in your name and the names of authorized users. We may also obtain follow up credit reports on you. If you think we reported incorrect information to a credit bureau, write us at the Customer Service address on the billing statement. We will investigate the matter. We will then tell you if we agree or disagree with you. If we agree with you, we will contact each credit bureau to which we reported and request a correction. If we disagree with you, we will tell you that.



### Information Sharing

You authorize us to share information about you as permitted by law. This includes information we get from you and others. It also includes information about your transactions with us. Please see our Privacy Notice for details about our information sharing practice.

### Changes to this Agreement

We may change the rates, fees, and terms of this Agreement from time to time as permitted by law. The changes may add, replace, or remove provisions of this Agreement. We will give you advance written notice of the changes and a right to opt out to the extent required by law.

### Default

You default under this Agreement if you fail to pay the Minimum Payment Due by its due date; go over your credit limit; pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; pay by electronic debit that is returned unpaid; file for bankruptcy; or fail to comply with the terms of this Agreement. If you default, we may close your account and, to the extent permitted by law, demand immediate payment of the total balance.

### Refusal of the Card, Closed Accounts and Related Provisions

**Refusal of the Card.** We do not guarantee approval of transactions. We are not liable for transactions that are not approved. That is true even if you have enough credit. We may limit the number of transactions approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges.

**Preauthorized Charges.** We may suspend any automatic or other preauthorized card charges you arrange with a third party. We may do this if you default; if the card is lost or stolen or we change your account for any reason. If we do this, you are responsible for paying the third party directly if you wish to do so. You are also responsible for reinstating the preauthorized charges if you wish to do so and we permit it.

**Lost or Stolen Cards, Account Numbers.** You must call us if any card, account number, or check is lost or stolen. You must also call us if you think someone used or may use them without permission. When you call, we may require you to provide information to help our investigation. We may require you to provide this information in writing. For example, we may ask you to identify any charges that were not made by you or someone authorized by you. We may also ask you to confirm that you received no benefit from those charges.

**Closing Your Account.** You may close your account by notifying us in writing. If you close your account, you must still repay the total balance in accordance with this Agreement. We may also close your account or suspend account privileges at any time for any reason. We may do this without prior notice to you. We may also reissue a different card at any time. You must return any card to us upon request.



### **Governing Law and Enforcing our Rights**

**Governing Law.** Federal law and the laws of Commonwealth of Pennsylvania where we are located, govern the terms and enforcement of this Agreement.

### **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 the address for billing inquiries and correspondence shown on the front of your statement.

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.

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 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 you 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 so 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 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. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM on our credit card account do not qualify.
2. You must not yet have fully paid for the purchases.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at this address: **Customer Service; P.O. Box 30495; Tampa, FL 33630 or call 1-800-259-5904**). 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 any amount and you do not pay, we may report you as delinquent.

**How To Reach Us: 1-800-259-5904**  
**Customer Service: P.O. BOX 30495**  
**Tampa, FL 33630**

Manage Your Card Account Online:  
[www.MyCardStatement.com](http://www.MyCardStatement.com)

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