

## Your Agreement With Us

This Credit Card Agreement and Disclosure ("Agreement") is your contract with us. The Credit Card Pricing Terms is part of this Agreement and provides cost, fee, and other important information about your account. Provisions of this Agreement are severable. If any provision of this Agreement is held by a court of law to be invalid or unenforceable, the rest of this Agreement will not be affected. Virginia law will be used to interpret this Agreement unless federal law applies.

As used in this Agreement, the word "you" means each and every person signing, using, or having a credit card account with Navy Federal Credit Union, referred to as "we," "us," or "Navy Federal."

Please read all of this Agreement carefully and keep it for your records. By using your credit card account, you agree to all the terms of this Agreement.

## Contacting Us

All correspondence to us relating to this Agreement should be addressed to Navy Federal Credit Union, P.O. Box 3501, Merrifield, VA 22119-3501. You may also contact us electronically through online banking at [navyfederal.org](http://navyfederal.org) or call us toll-free in the U.S. at 1-888-842-6328. For toll-free numbers when overseas, visit [navyfederal.org](http://navyfederal.org). Use 1-703-255-8837 for collect international calls. Information concerning Navy Federal Credit Cards may be obtained at [navyfederal.org](http://navyfederal.org).

## Cardholder Signature

Your card is not valid unless it is signed. Sign the back of your card immediately upon its receipt.

## Transaction Categories

**Purchase.** A transaction to buy or lease goods or services. Balance Transfers, Cash Advances, and Convenience Checks are not Purchases. Fees are categorized as Purchases on your periodic statement and are included in your Purchases balance.

**Balance transfer.** A transfer of a balance from another creditor (i.e., not Navy Federal) to your account.

**Cash Advance.** A transaction to get cash, deposit funds, or purchase cash-like items or services. Cash-like items or services include items that are identified as money orders, wire transfers, traveler checks, foreign currency, cryptocurrency or similar digital currency, lottery tickets, gaming chips, off-track wagers, offline and online betting transactions or other methods of gambling, and other similar items.

**Convenience Check.** A check provided by us to access credit from your account. Additional terms and conditions apply.

## Your Credit Limit and the Maximum Amount You Owe Navy Federal

The maximum amount you may owe us at any time is the amount of your assigned credit limit, any overlimit amount, and any interest and fees that have accrued. Transactions you make may either cause your account balance to exceed your credit limit or increase an existing over limit amount. When this happens, it does not mean your credit limit has been increased. If you exceed your credit limit for any reason at any time, you remain responsible for payment of all charges, including any fees and any amount over the credit limit. You may apply for an increase to your credit limit through our mobile app, online at [navyfederal.org](http://navyfederal.org), by telephone, or by mailing a completed credit card application form to us. (Refer to the Contacting Us section of this Agreement.) A request for additional credit may involve a credit bureau inquiry to review your consumer credit report. We reserve the right to determine your credit and/or cash line and may increase, decrease, or restrict it at any time.

## Promise to Pay

You agree to pay us the amount of all purchases and cash advances that you, your joint cardholder, and Authorized User(s) make using your credit card or any other access device. You agree to pay the total of any interest charges and other charges or fees due on your account. The joint cardholder also promises to pay all amounts owed to us. If you allow another person to use your credit card, you are responsible for paying for their purchases and cash advances.

For purposes of this section, "you" does not mean Authorized Users of credit card accounts.

**a. Security Interest Specific for Credit Cards.** You acknowledge and pledge, specifically as a condition of your use of the credit card, that you have voluntarily granted Navy Federal a security interest in all of your individual and joint share accounts at Navy Federal. If your credit card loan becomes delinquent, this security interest may be used without further notice to pay all or part of such delinquency. This security interest does not apply to shares in an Individual Retirement Account (IRA).

**b. Statutory Lien.** You acknowledge and pledge to Navy Federal a statutory lien in your shares and dividends on deposit in all joint and individual accounts and any monies held by Navy Federal now and in the future, to the extent of any loan made and any charges payable. The statutory lien does not apply to shares in any IRA.

**c. Additional Security Interest.** You acknowledge and pledge to Navy Federal a security interest in the collateral securing loan(s) that you have with Navy Federal now and in the future, including any type of change or increase, and any proceeds from the sale of such collateral and of insurance thereon, not to exceed the unpaid balance of the loan. This security interest in collateral securing other loans does not apply to loan(s) on your primary residence.

## Payments

### Payment Instructions

Payments may be made by mail, by electronic transfer, or at a branch in person. All payments must be made in U.S. dollars. Payments you mail must be addressed to Navy Federal, P.O. Box 3500, Merrifield, VA 22119-3500. Payments we receive by mail at this address by 5:00 pm will be credited the same day. In some cases, available credit may be delayed until the payment is verified. Mailed payments to your credit card account may not be commingled with funds designated for credit to other Navy Federal accounts. We will accept late or partial payments without forfeiting any of Navy Federal's rights under this Agreement. Payments that are marked "paid in full" and that are of an amount less than the balance on the credit card account, or that are marked with any other restrictive endorsements, should be sent to P.O. Box 3105, Merrifield, VA 22116, Attn. Credit Card Division.

### Minimum Payment Due

Your monthly statement will tell you: the total amount that you owe us, including interest and fees charged during the billing cycle; the minimum payment that you must make; and your payment due date.

(1) If your New Balance is less than \$20, your Minimum Payment Due will be:

- Your New Balance (which includes any Past Due Amount)

(2) If your New Balance is at least \$20, your Minimum Payment Due will be any Past Due Amount, PLUS the greater of:

- \$20

OR

- 1% of your New Balance (excluding interest and fees charged during the billing cycle) rounded up to the nearest whole dollar; PLUS interest and fees charged during the billing cycle.

Your Minimum Payment Due will never be more than your New Balance. You may pay the New Balance in whole or in part at any time. You may pay more than the Minimum Payment Due, up to the amount of your New Balance.

### Payment Allocation

In general, we will apply your minimum payment to interest and fees first before applying it to principal balances. If your account has balances with different APRs, we will apply the minimum payment first to the balance with the lowest APR before balances with higher APRs. Any payment amount in excess of the minimum payment will be allocated to the balance with the highest APR and any remaining portion to the other balances in descending order based on the APR.

## Transactions Made in Foreign Currency

### Visa®

All Visa purchases and cash advances will be billed to you in U.S. dollars. The rate of exchange used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date and may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date.

### Mastercard®

All Mastercard purchases and cash advances will be billed to you in U.S. dollars. Currently, the rate of exchange used is either a government-mandated rate or a wholesale rate determined by Mastercard International for the processing cycle in which the transaction is processed. This rate of exchange may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

### American Express®

All American Express® purchases and cash advances will be billed to you in U.S. dollars. Purchases and cash advances in a foreign currency will be converted to U.S. dollars. The rate of exchange used for processing international transactions is a rate selected by American Express®.

## Annual Percentage Rates (APRs) and Interest Charges

### APRs

Your account is assigned APRs for purchases, balance transfers, convenience checks, and cash advances. These APRs are used to calculate your interest charges. See the Credit Card Pricing Terms for the APRs that apply to your account transactions.

### Variable APR

Unless noted otherwise, your APR will vary based on the U.S. Prime Rate published in the *Wall Street Journal*. This means your APR will increase if the U.S. Prime Rate increases and decrease if the U.S. Prime Rate decreases. An increase or decrease in the APR will increase or decrease the total amount of interest you pay and your Minimum Payment Due amount. Therefore, the amount of your minimum payment applied to interest will increase or decrease.

Your APR for purchases, balance transfers, and convenience checks, if you request them, is your "Standard APR." Your Standard APR is adjusted monthly on the first business day of the month; it is determined by adding a Margin to the U.S. Prime Rate published in the *Wall Street Journal* on the first day of the previous month. Your Margin for your Standard APR may be found in the Variable Rate Information paragraph under the Credit Card Pricing Terms table. Your cash advance APR is 2.00% higher than your Standard APR, not to exceed the maximum permitted by law. For example: If the U.S. Prime Rate is 4.00% and your Margin is 9.00%, then your variable APR for purchases, balance transfers, and convenience checks will be 13.00% APR (4.00% U.S. Prime Rate + 9.00% Margin = 13.00% APR). Your APR for cash advances will be 15.00% APR (4.00% U.S. Prime Rate + 9.00% Margin + 2.00% cash advance added rate = 15.00% APR).

### Promotional APRs

If your account is eligible for one or more introductory promotional APRs, the Credit Card Pricing Terms sets forth the APR amount, its duration, and the corresponding Standard APR and cash advance APR applicable to your account at the time it is opened. If a promotional rate is offered after your account is opened, the terms applicable to that promotional APR will be provided at that time. After the promotional APR expires, the remaining balance incurred under the promotion will be subject to your Standard APR or cash advance APR, as applicable.

### Penalty APR

If you do not make your minimum payment by the due date and your account is over 60 days past due or you make a payment that is returned and causes your account to be over 60 days past due, your account will be subject to the Penalty APR. The Penalty APR will be applied to any and all transactions and outstanding balances on your account, including those with Promotional APRs. The Penalty APR will be effective at least 45 days after your account becomes subject to it.

### How We Calculate Your Interest Charges

To calculate your interest charges, Navy Federal uses your periodic rate, which is determined by dividing your APR by 12. Navy Federal then calculates monthly interest charges on your account by applying the periodic rate to the average daily balance of your account, including current transactions. To calculate the average daily balance, we take the beginning balance of your account each day, add any new purchases and cash advances, and subtract any payments, credits, and unpaid interest charges. The resulting total is the daily balance. We then add together all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This amount is your average daily balance.

## Lost or Stolen Cards, Account Numbers, or Checks—Liability for Unauthorized Use

If you notice the loss or theft of your credit card or possible unauthorized use of your card account, you should write to us or call us immediately at the address or telephone number included in the Contacting Us section of this Agreement. You may also contact us on the web at [navyfederal.org](http://navyfederal.org). You will not be responsible for charges made to your account that are found by us to be unauthorized.

## Consumer Reporting Agencies

Navy Federal may report information about your credit card account to consumer reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. Information may be reported in your name and your Authorized Users' names, if any. We may also access your consumer credit report for any permissible purpose under the Fair Credit Reporting Act, including periodic reviews of your creditworthiness, collections, and future credit line increases or decreases, and to display your credit score within your online banking and mobile access.

## Default

We may close your account or require immediate repayment of your total account balance, to the extent allowed by law, if any of the default events occur:

- You violate any terms of this Agreement;
- You do not pay the amount due as listed on your monthly statement;
- You have a returned payment that causes your account to be delinquent;
- You default under another account agreement you have with us;
- You file bankruptcy, or some other insolvency proceeding is filed by or against you;
- You are declared incompetent, mentally incapacitated, or in the event of your death;
- We determine that there has been a substantial adverse impact on your ability to repay the balance on this account;
- We determine that you have engaged in suspicious, fraudulent, illegal, dishonest, or deceptive activities with respect to any of your Navy Federal accounts; or
- If the amount of deposited funds held as security on your share secured card (if you have one) is insufficient. If we require immediate repayment of your total account balance, we may also declare due and payable all costs relating to the collection of your account, including, but not limited to, unassessed interest charges, court costs, expenses, and attorney fees.

Navy Federal may obtain any information it deems necessary to cure or collect the default amount, including your current contact information, as permitted by law. Contact to your employer will be limited to obtaining current contact information.

You may have a Penalty APR applied to your account under certain circumstances. Refer to the Annual Percentage Rates (APRs) and Interest Charges section of this Agreement for more information.

## Closing or Suspending Your Account

We may, without notice or demand, close your account or suspend your account by denying use of the credit line. You may close your account with us at any time. To do so, call or write to us using the contact information in the Contacting Us section of this Agreement. You may close your account without being charged any fees up until the time you use the account or make a payment on the account after receiving a billing statement. If we close or suspend your account, or if you close your account, you must pay us all amounts you owe on the account, even if they post to your account after it is closed or suspended. We may cancel your current card and issue you a substitute card at any time. Every card issued by Navy Federal is the property of Navy Federal.

## How We May Contact You

You expressly agree that to service your account or to collect any amounts you may owe us, we or authorized parties may call you and send text messages to you. We may use prerecorded/artificial voice messages or an automatic dialing device to contact you at any telephone number associated with your account, including mobile telephone numbers, which could result in charges to you. You also expressly consent that we may send email messages regarding your account to your email address. In addition, we may send you communications related to your account through the U.S. mail or other mail service.

You agree to notify us promptly of any changes to your contact information, including your name, mailing address, telephone number(s), and email address(es).

## Use of Card for Illegal or Risky Transactions

It is your responsibility to comply with all laws when using your Navy Federal Credit Card. You agree to hold us harmless for any damages or other liability arising from a transaction initiated by you or your Authorized User, if any, for the purpose of conducting an illegal activity. We reserve the right to decline authorization of transactions for activities we believe may violate law or pose significant risk to us or our members.

## 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 provided in the Contacting Us section of this Agreement or at [navyfederal.org](https://navyfederal.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 account.
- 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 telling us that you still refuse to pay within one complete billing cycle. 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 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 have yet 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 the address provided in the Contacting Us section of this Agreement or at [navyfederal.org](https://navyfederal.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.

## Notice of Claim

Neither you nor Navy Federal may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Agreement or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Agreement, until such party has notified the other party of such alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action.

## Notice Concerning Use of an Automatic Teller Machine (ATM)

Be alert. Do not use the ATM if the lights are not in operation or you see suspicious activity. Take someone with you if you must make a transaction at night. If you sense someone attempting to view your transaction, cancel the transaction and leave. Remember to take your card, cash, and receipt and put them away. Count your money only when you are safely away from the ATM area. Immediately report all crimes to the operator of the ATM and to local law enforcement officials.

## Fees

The following fee information is in addition to the fee information found in the Credit Card Pricing Terms.

### Annual Fees

If you have been issued a Visa Signature Flagship Rewards Card, you will be billed the annual membership fee. This charge will appear on your first statement, and annually thereafter. Only one fee will be charged to your account regardless of the number of cards issued on the account. If you do not want to pay the annual fee, you may request that your account be closed any time prior to the last day of the anniversary month when the account was opened. Upon closing your account, your annual fee for the period will be credited back to your account and reflected on your next statement. To make this request, you may contact us at the phone numbers, website, or address provided in the Contacting Us section of this Agreement.

### Late Payment Fee

You may be required to pay a late payment fee of up to \$20.00 if you do not pay at least the minimum payment by the payment due date on your statement. Navy Federal may also assess the late payment fee every month thereafter that you are past due.

## Authorized Users

### Adding an Authorized User

You or a joint owner may request to add Authorized Users to your account, subject to a maximum number set by Navy Federal. You may make the request by phone, in writing, or at [navyfederal.org](https://navyfederal.org) using the information provided in the Contacting Us section of this Agreement. You are responsible for obtaining permission from each Authorized User before naming him or her as an Authorized User on your account. We will need the following information for each requested Authorized User:

- Full name as it should appear on the card
- Date of birth
- Social Security Number
- Address
- Telephone number
- Access number if a Navy Federal Member

### You are responsible for:

- any transaction made by an Authorized User on your account.
- any transaction made by an Authorized User before they were removed from your account, even if the transaction posts after the date of the removal request.
- any transactions made by others if an Authorized User allows them to use your account.
- fees and charges resulting from any transaction made by an Authorized User or others, if an Authorized User allows them to use your account.

### Spend Limits

You have the ability to limit the amount of your credit line an Authorized User can access by adjusting their Spend Limit. To adjust your Authorized User's Spend Limit, contact us by telephone or access the Manage Card Holder's Limits feature through our online banking service.

### Authorized Users can:

- make transactions, including purchases, balance transfers, and cash advances on your account;
- report their own card lost or stolen;
- initiate billing disputes;
- make payments;
- obtain certain account information such as transaction history;
- request they be removed from the account as an Authorized User;
- change the billing address for your account; and
- request a credit balance refund.

Navy Federal may, from time to time and without notice, modify what Authorized Users can do.

## Amendment to This Agreement and Changes to Benefits

### Amendments

Navy Federal may amend and change this Agreement, including rates, by providing an advance written notice of the changes to you when required by law. However, we may reduce charges, fees, and rates without sending you an advance notice.

### Changing Benefits

Credit card benefits offered as part of your credit card account—such as rewards, services, and other features—may be modified or discontinued at any time for any reason. Separate terms and conditions apply to these and other benefits associated with your credit card account.

## Military Lending Act Protections

Under the Military Lending Act, the following statement applies to covered borrowers (Active Duty servicemembers and their dependents) with accounts established on or after October 3, 2017:

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

If you would like to hear the statement above and/or hear your credit card account payment obligation communicated to you orally, please call 1-800-667-9596.