

BALANCE TRANSFER FORM

If you wish Education Plus Credit Union (EPCU) to pay all or part of an existing balance(s) on a credit/charge card(s) please fill out the following information.

Name _____

Education Plus Credit Union Visa Account # _____

EPCU Account # _____

I hereby authorize EPCU to pay all or part of the balance(s) due for the following credit/charge card(s) by means of a CASH ADVANCE charged to my EPCU Visa card.

1. _____
Name of Card Issuer (Citibank, Macy's, etc.)

Account # _____ Amount to be paid _____

Address _____

City _____ State _____ Zip _____

2. _____
Name of Card Issuer (Citibank, Macy's, etc.)

Account # _____ Amount to be paid _____

Address _____

City _____ State _____ Zip _____

(Please enclose additional sheets if necessary)

I understand that EPCU is not responsible for my payment being late or lost in the mail. I also understand that there may be outstanding charges on my account and this advance may not pay off the total balance due. I further understand that if there is an insufficient limit on my EPCU credit card, that you (EPCU) will pay off my balances in the order listed.

x _____
Member's Signature Date

x _____
Joint Applicant's Signature Date



MONEY SAVING BENEFITS OF OUR GREAT LOW RATE VISA PROGRAM:

VISA CLASSIC

- No Annual Fee
- 25-Day Grace Period
- 11.97% APR
- \$250,000 Travel Accident Insurance
- Worldwide ATM Cash Advances
- Worldwide Acceptance

VISA PLATINUM

- No Annual Fee
- 25-Day Grace Period
- 4.9% APR for 1st 6 Months then 9.75% APR Thereafter
- Limits Start at \$3,000
- \$1,000,000 Travel Accident Insurance
- Worldwide ATM Cash Advances
- Worldwide Acceptance
- Scorecard Bonus Points
- Easy Switch from Classic to Platinum



15470 S. Telegraph
Monroe, MI 48161
734-242-3765
800-732-1921

Equal Opportunity Lender All information in this brochure was correct as of the date printed. Offer is subject to change or withdrawal without notice.

APPLICATION



CARD COMPARISON

Card Features	Platinum Preferred	Visa Classic
Zero Liability	✓	✓
Auto Rental Insurance	✓	✓
Credit Life & Disability Insurance Available	✓	✓
Card Registration in Case of Loss	✓	
Identity Theft Victim Assistance	✓	
Identity Theft Reimbursement Insurance	✓	
Travel & Emergency Services	✓	
Scorecard SM Reward Points for Purchases	✓	
\$1 Million Travel Accident Insurance	✓	
Concierge Services	✓	

Interest Rates and Interest Charges	Classic	Platinum
Annual Percentage Rate (APR) for Purchases	11.97%	4.90%
		Introductory APR for the first six months, after that, your APR will be 9.75%.
APR for Balance Transfers	11.97%	4.90%
		Introductory APR for the first six months, after that, your APR will be 9.75%.
APR for Cash Advances	11.97%	4.90%
		Introductory APR for the first six months, after that, your APR will be 9.75%.
Penalty APR and When it Applies	None	
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.	
Minimum Interest Charge	None	
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .	

Fees	
Annual Fee	None
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	None None Up to 1% of each transaction in U.S. dollars.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Over-the-Credit Limit • Returned Payment 	Up to \$35.00 None Up to \$35.00

How we Calculate Your Balance: We use a method called “average daily balance (including new purchases).” See your Credit Card Agreement and Disclosures for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Credit Card Agreement and Disclosures.



NOTICE: Married applicants may apply for individual credit. New Current Member Account Number _____ Requested Credit Limit _____
 Check the box indicating the type of credit you are applying for: Requested Increase Limit _____

Individual Credit:

Joint Credit:

- 1) Complete applicant section if you are relying only on your own income and assets to establish credit.
 2) Complete other applicant section providing information about your spouse or former spouse if you reside in a community property state (AZ, CA, ID, LA, NM, NV, TX, WA, WI) or if you are relying on alimony, child support or separate maintenance payments to establish credit.
- 1) Complete applicant and co-applicant section providing information about you and the other party.
 2) Each joint applicant must sign below.

We intend to apply for joint credit: (Applicant) (Co-Applicant)

Important information about procedures for opening a new account:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

If you are applying for credit in your name only, do not complete portion on co-applicant. Check One Co-Applicant (Joint) Authorized Users

APPLICANT NAME				CO-APPLICANT NAME			
HOME ADDRESS (STREET & NO.)			HOW LONG?	HOME ADDRESS (STREET & NO.)			HOW LONG?
CITY-STATE-ZIP				CITY-STATE-ZIP			
E-MAIL ADDRESS				E-MAIL ADDRESS			
PREVIOUS HOME ADDRESS			HOW LONG?	PREVIOUS HOME ADDRESS			HOW LONG?
HOME PHONE NO.	BIRTH DATE	NO. OF DEPENDENTS	AGES	HOME PHONE NO.	BIRTH DATE	RELATIONSHIP TO APPLICANT	
SOCIAL SECURITY NO.		DRIVERS LICENSE NO. AND STATE		SOCIAL SECURITY NO.		DRIVERS LICENSE NO. AND STATE	
MOTHER'S MAIDEN NAME				MOTHER'S MAIDEN NAME			
BUSINESS PHONE NO.	GROSS MONTHLY INCOME \$		NET MONTHLY PAY \$	BUSINESS PHONE NO.	GROSS MONTHLY INCOME \$		NET MONTHLY PAY \$
EMPLOYER		POSITION	HOW LONG?	EMPLOYER		POSITION	HOW LONG?
BUSINESS ADDRESS				BUSINESS ADDRESS			

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Alimony, child support, separate maintenance received under: court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding <input type="checkbox"/> Other income: \$ _____ per _____. Source(s) of other income: _____ Is any income listed in this Section likely to be reduced in the next two years? <input type="checkbox"/> Yes (Explain in detail on a separate sheet.) <input type="checkbox"/> No	Alimony, child support, separate maintenance received under: court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding <input type="checkbox"/> Other income: \$ _____ per _____. Source(s) of other income: _____ Is any income listed in this Section likely to be reduced in the next two years? <input type="checkbox"/> Yes (Explain in detail on a separate sheet.) <input type="checkbox"/> No
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OUTSTANDING DEBTS (Include charge accounts, installment contracts, credit cards, rent, mortgages, etc. Use separate sheet if necessary.)

MORTGAGEE OR LANDLORD	PAYMENT ADDRESS	APPROX. MARKET VALUE	ORIGINAL AMOUNT \$	BALANCE DUE \$	MO. PMT./RENT \$
AUTO OWNED - MAKE	FINANCED BY		\$	MONTHLY PMT. \$	
NAME AND ADDRESS (OTHER DEBTS)		ACCOUNT NUMBER	\$	\$	\$

Other Obligations - (For example, liability to pay alimony, child support, separate maintenance. Use separate sheet if necessary.)

CHECKING/SHARE DRAFT ACCT. NO.	LOCATION	SAVINGS ACCOUNT NO.	LOCATION
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CREDIT INSURANCE: Credit insurance is available for a nominal cost for this loan. If you are interested in credit insurance please check below:
 Credit Disability Yes No Single Credit Life Yes No Joint Credit Life Yes No

NAME OF (2) REFERENCES NOT LIVING WITH YOU	ADDRESS (CITY-STATE-ZIP)	RELATIONSHIP
1)		
2)		

Are you a co-borrower, co-signer, endorser, or guarantor on any loan or contract? Yes No If "yes" for whom? To whom?

Are there any unsatisfied judgements against you? Yes No If "yes" Amount \$ to whom owed?

Have you ever had a car or other personal property repossessed by a creditor, filed for bankruptcy, or been a party to a wage assignment or collection suit? Yes No
 If your answer to any part of the question is yes, please give details.

COMPLETE THE FOLLOWING ONLY IF YOU RESIDE IN A COMMUNITY PROPERTY STATE (ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON OR WISCONSIN); OR IF ANOTHER PERSON WILL BE JOINTLY LIABLE ON THE ACCOUNT. Married Separated Unmarried

Security Interest
 By signing below, you pledge to and grant to us a security interest as provided in the Credit Card Agreement and Disclosure in present or future shares and deposits with the credit union to secure your Visa account. This security interest is a condition of us granting you credit. If you should default, you authorize us to apply your shares and deposits to pay any amounts due on the account or under this agreement. In addition, you grant us a security interest in collateral securing other loans as provided in the Credit Card Agreement and Disclosure to secure credit extended under this agreement.

APPLICANT'S SIGNATURE X	DATE	CO-APPLICANT'S SIGNATURE X	DATE
This statement is submitted to obtain credit and I (We) certify that all information herein is true and complete. I (We) also authorize the Credit Union to verify or obtain further information the Credit Union may deem necessary concerning my (our) credit standing. If this application is approved and a Visa card(s) issued, the undersigned applicant(s) by signing, using or permitting another to use the Visa card(s) agree(s) that the applicant(s) will be bound by the terms and conditions accompanying the Visa card(s) and all amendments. My (our) signature(s) represent(s) acknowledgement of receipt and agreement to the terms and conditions of the Visa Credit Card Agreement and Disclosures.			
APPLICANT'S SIGNATURE X	DATE	CO-APPLICANT'S SIGNATURE X	DATE

FOR CREDIT UNION USE ONLY	CREDIT LIMIT \$ _____	<input type="checkbox"/> CLASSIC	APPROVED <input type="checkbox"/>	NOT APPROVED <input type="checkbox"/>
	VISA ACCOUNT NO. _____	<input type="checkbox"/> PLATINUM	LOAN COMMITTEE OR LOAN OFFICER _____	DATE _____

EDUCATION PLUS CREDIT UNION CREDIT CARD AGREEMENT AND DISCLOSURES

In this Agreement the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; "Card" means a Visa® credit card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means your Visa credit card line of credit account with the Credit Union, and "Credit Union" means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement.

1. Using Your Account. If you are approved for an Account, the Credit Union will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") that you will have outstanding on your Account at any time. Each payment you make to your Account will restore your credit limit by the amount of the payment, unless you are over your credit limit. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.

2. Using the Visa Card. You may use your Card to make purchases from merchants and others who accept Visa cards. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept Visa cards, and from some automated teller machines (ATMs), such as the Visa ATM Network, that accept Visa cards. (Not all ATMs accept Visa cards.) To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your card. You agree not to make or permit to be made any illegal transactions on your Account through the use of a Card, a check or in any other manner. We may deny authorization for any internet gambling transactions. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction.

3. Responsibility. You agree to pay all charges (purchases and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. You agree not to authorize anyone to use your Account without the prior written consent of the Credit Union. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you made with the Credit Union. If this is a joint Account, Section 17 also applies to your Account.

4. Default. You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if the Credit Union in good faith reasonably believes that the prospect of payment or performance of your obligations under this agreement is impaired.

When you are in default, the Credit Union has the right to demand immediate payment of your full Account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charge, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your Account may be applied towards what you owe.

5. Liability for Unauthorized Use-Lost/Stolen Card Notification. You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50. You can notify the Credit Union by calling (800) 828-3901, or writing to P.O. Box 8054, Plymouth, Michigan 48170-8054.

6. Security Interest. Collateral securing other loans with us may also secure your account under this agreement. You understand and agree that the personal property security for each loan you have with us (and any and all proceeds thereof), if any, shall secure this credit card account as well as any and all other loans, line of credit accounts and credit card accounts you now have with us or obtain in the future with us. In addition, any personal property (and any and all proceeds thereof and all insurance proceeds and insurance premium refunds) securing other loans, line of credit accounts, and credit card accounts you now have with us or obtain in the future will also secure all funds advanced by you under this credit card account. This shall not apply to any loan, line of credit agreement or credit card agreement secured by real property or where otherwise prohibited by federal or state law or regulation.

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

For A Visa Classic: The **Finance Charge** for a billing cycle is computed by applying the monthly Periodic Rate of .9975% which is an **ANNUAL PERCENTAGE RATE** of 11.97% to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payments as received and credits as posted to your account, but excluding any unpaid **Finance Charges**.

For A Visa Platinum: For the first six months, the **Finance Charge** for a billing cycle is computed by applying the monthly Periodic Rate of .4083% which is an **ANNUAL PERCENTAGE RATE** of 4.90% to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. After six months, the **Finance Charge** for a billing cycle is computed by applying the monthly Periodic Rate of .8125% which is an **ANNUAL PERCENTAGE RATE** of 9.75% to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payments as received and credits as posted to your account, but excluding any unpaid **Finance Charges**.

A **Finance Charge** will be imposed on Cash Advances from the date of the Cash Advance or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will otherwise be calculated in the same manner as explained above for Credit Purchases.

International Transaction Fee: A fee up to 1% will be assessed on all transactions where the merchant country differs from the country of the card issuer.

8. Payments. Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 25 days from the statement closing date, whichever is later. If your statement says the payment is "Now Due," your payment is due no later than 25 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 3.0% of your Total New Balance, but not less than \$20.00, plus the amount of any prior minimum payments that you have not made, and any amounts you are over your credit limit.

9. Payment Allocation. Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses.

10. Other Charges. The following other charges (fees) will be added to your Account, as applicable: **Late payment Fee:** A late charge of up to \$35.00 will be added to your account if you are late making a payment. **Non-Sufficient Funds Check Fee:** If a check or share draft used to make a payment on your account is returned unpaid, you will be charged a fee of up to \$35.00 for each item returned. **Card Replacement Fee:** You will be charged \$10.00 for each replacement card that you request. **Document Copy Fee:** You will be charged \$10.00 for each copy of a sales draft or statement that you request (except when the request is made in connection with a billing error made by the credit union). **Collection Costs:** You promise to pay all costs of collecting the amount you owe under this agreement to the extent permitted by law. **International Transaction Fee:** A fee up to 1% will be assessed on all transactions where the merchant country differs from the country of the card issuer. **Temporary Increase on Limit Fee:** \$20.00.

11. Changing or Terminating Your Account. The Credit Union may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. Use of your Card after receiving notice of a change will indicate your agreement to the change.

If permitted by law and specified in the notice to you, the change will apply to your existing Account Balance as well as to future transactions.

Either you or the Credit Union may terminate this agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. You are also responsible for any transaction that you initiated and we authorized prior to termination, even though the transaction is not posted until after termination.

The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by you or the Credit Union. The Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union. If this is a joint Account, Section 17 of this Agreement also applies to termination of the Account.

12. Credit Information. You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

13. Returns and Adjustments. Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six months.

14. Additional Benefits/Card Enhancements. The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

15. Foreign Transactions. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The exchange rate for transactions in a foreign currency will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date. The currency exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

16. Merchant Disputes. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider (unless a local law states that you do not have to make such an attempt), and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

17. Joint Accounts. If this is a joint Account, each person on the Account must sign the Application for the Account. Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.

18. Effect of Agreement. This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

19. No Waiver. The Credit Union can delay enforcing any of its rights any number of times without losing them.

20. Statement and Notices. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

21. Copy Received. You acknowledge that you have received a copy of this Agreement.

22. Signatures. By signing in the Signature area of the application form that was attached to this agreement when you received it, you agree to the terms of this Agreement. You should detach this Agreement from the application and retain it for your records.

23. Final Expression. This agreement is the Final expression of the terms and conditions of this Visa line of credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

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:

•Your name and account number.

•The dollar amount of the suspected error.

•Describe the error and explain, if you can, why you believe there is an error. If you need more information, 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 any 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 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 to us within ten 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 don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased 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; and

(b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.