

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 duplicate, 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 (ATM's) such as the VISA ATM Network that accept VISA Cards, (Not all ATM's 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 our Card.

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 below 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 something happens that the Credit Union believes may substantially reduce your ability to repay what you owe.

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. 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) 655-6508. **Advisory against illegal use. You agree not to use your card(s)) for illegal gambling or other illegal purpose.**

6. Security Interest. The Credit Union may transfer from any deposit account to your Visa account if you are delinquent or otherwise in default. In addition, collateral securing your other loans with the Credit Union will also secure credit extended under this agreement. If you withdraw all your shares, you are no longer a member of the Credit Union, and you may not receive any more advances under this agreement.

7. Finance Charges. You have a 28 day grace (no finance charge) period on your purchase balance and for new purchases, if you paid the Total New Balance for purchases on your last statement by the end of the grace period. You also have a 28 day grace period for new purchases if you did not have a purchase balance on your last statement. The grace period starts on the statement closing date. If you do not pay the Total New Balance for purchases by the end of the grace period, finance charge will be imposed on the unpaid purchase balance from the first day of the next billing cycle and on new purchases from the date they are posted to your Account. Finance charge is imposed on cash advances from the date they are posted to your Account.

Separate average daily balances are calculated for purchases and cash advances. The finance charge is calculated by multiplying the average daily balances, by a monthly periodic rate. Visa Classic has a monthly periodic rate of 1.08%, which is an ANNUAL PERCENTAGE RATE of 12.96%. Visa Gold has a monthly periodic rate of .958% or an ANNUAL PERCENTAGE RATE equal to 11.50 %. The Visa Platinum has a monthly periodic rate of .708% or an ANNUAL PERCENTAGE RATE OF 8.50%. To get each average daily balance, the daily balances for purchases and cash advances for the billing cycle are added and the totals are divided by the number of days in the cycle. To get the daily balance for cash advances, new cash advances are added to the day's beginning balance and payments and credits are subtracted. To get the daily balance for purchases, new purchases are added to the day's beginning balance and payments and credits are subtracted, however, new purchases are not added if you paid the Total New Balance for purchases on your last statement by the end of the grace period or if you did not have a purchase balance on your last statement. Fees are not included in the calculation of the average daily balance. Finance charge will continue to accrue on your Account until what you owe is paid in full.

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 28 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 28 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 payment, 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% (for Classic, Gold or Platinum) 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 amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit. If you signed up with automatic monthly payment deduction, your payments will be taken from your savings/checking account each month in the manner specified on the application. If your account is in default your automatic monthly deduction from your savings/checking account will include your scheduled monthly payment plus any past due amount. See fee schedule for additional charges.

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 Fee:** If you are 10 or more days late in making a payment, a late charge of \$15.00 will be added to your account. **Non-Sufficient Funds Check Fee:** If any check or share draft used to make a payment on your account is returned for non-sufficient funds, you will be charged a fee of \$20.00 for each such returned check or share draft.

11. Penalty APR. Before we apply the penalty APR on any type of transaction or balances, we will provide you with ANY NOTICE required by law in advance that informs you which future transactions and/or outstanding balances are subject to the Penalty APR and when the Penalty APRs will increase. If we do not increase your APR to the Penalty APR when any of the events triggering the Penalty APR occur, we reserve our right to increase your APRs to the penalty rate if any of these events occur in the future. If your APRs are increased on any type of transaction due to the triggering of the penalty APR, the Penalty APR will be applicable indefinitely to future transactions of that type that occur more than 14 days after we provide you notice about the APR increase. If, we, do not receive any required minimum payment within 60 days of the date and time due, the Penalty APR will be applicable to all outstanding balances and future transactions on your account. However, if we receive six (6) consecutive required minimum payments by the date and time due, beginning with the first payment due after the effective date of the increase, we will stop applying the Penalty APR to transactions that occurred prior to or within 14 days after we provided you with notice regarding the APR increase. For balances that we stop applying the Penalty APR to we will apply APRs that applied prior to the imposition of the penalty APR.

12. 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 all transactions made to your Account after termination, unless the transactions were unauthorized. 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.

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

14. Return 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 balance amount is \$1 or more, it will be refunded upon your written request or when the account is closed.

15. 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.

16. Foreign Transactions. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to U.S. dollars will be determined in accordance with the operating regulations established by VISA U.S.A. Currently the currency conversion rate used to determine the transaction amount in U. S. dollars is either a government-mandated rate or the wholesale market rate in effect one day prior to the transaction processing date, increased by one-percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement date.

17. 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 good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, 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.

18. Joint Accounts. If this is a joint Account, each person on the Account must sign the Agreement. 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.

19. 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.

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

Statements and Notices.

21. Statement and Notices. Statement and notices will be mailed to you at the most recent address you have given the credit union. Notices sent to any one of you will be considered notice to all.

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

23. 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.

24. Final Expression. This agreement is the Final Expression of the terms and conditions of this card agreement 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 Question about Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us 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 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 Rules 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.

Be knowledgeable of a replacement fee for new/reissued cards.