

## Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (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 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 that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) 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. We must tell you the name of anyone we report to that the matter has been settled between us when resolved.

If we don't follow these rules, we can't collect the first \$50.00 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 area.
- (b) The purchase price must have been more than \$50.00.

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

### Credit Disclosure

**CLASSIC ANNUAL PERCENTAGE RATE IS 18%** for purchases, cash advances, and balance transfers. The periodic rate is 1.5% per month for purchases, cash advances, and balance transfers. The minimum monthly payment is 3% of your total new balance or the overlimit amount, whichever is greater, but not less than \$20.00, plus the amount of any prior payments you have not paid, plus Credit Life Insurance premium if

applicable.

**GOLD ANNUAL PERCENTAGE RATE IS 12.9%** for purchases, cash advances, and balance transfers. The periodic rate is 1.075% per month for purchases, cash advances, and balance transfers. The minimum monthly payment is 3% of your total new balance or the overlimit amount, whichever is greater, but not less than \$20.00, plus the amount of any prior payments you have not paid, plus Credit Life Insurance premium if applicable

**PLATINUM ANNUAL PERCENTAGE RATE IS 9.9%** for purchases, cash advances, and balance transfers. The periodic rate is 0.825% per month for purchases, cash advances, and balance transfers. The minimum monthly payment is 3% of your total new balance or the overlimit amount, whichever is greater, but not less than \$20.00, plus the amount of any prior payments you have not paid, plus Credit Life Insurance premium if applicable.

The APR on an account past due two (2) or more billing cycles will increase to 18%. The periodic rate is 1.5%. The 18% APR will remain in effect until the account has been current for twelve (12) consecutive billing cycles. The interest rate will revert to the standard APR upon twelve (12) consecutive scheduled payments being made on or before the due date.

Fees:

Over Limit Fee of \$20.00 assessed when balance exceeds credit limit by \$1.00.

Late Fee of \$10.00 assessed ten (10) days after the due date.

Replacement Card Fee of \$7.50 assessed after 2nd request.

Draft Copy Fee of \$2.00.

Card Center Phone Payment Fee of \$3.00.

Statement Copy Fee of \$2.00 per page.

NSF Check Fee of \$30.00 per check.

Foreign Transaction Fee of 1%.

Inactive Account Fee of \$25.00 will be assessed when an account is inactive for twelve (12) consecutive months.

The billing cycle date is the 12th business day of the month.



## CREDITCARDAGREEMENT AND DISCLOSURE

In this Agreement the words *you* and *your* mean each and all of those who sign this Agreement. *Card* means a VISA credit card and any duplicates and renews the Credit Union issues. *Account* means your VISA credit card line or credit account with the Credit Union. *Credit Union* means the Credit Union whose name appears on this application, agreement or credit disclosure statement.

**1. Using the Account.** If you are approved for a VISA credit card account, the Credit Union will establish a line of credit for you and notify you of its amount when the card is sent to you. You agree not to let your account balance exceed your approved credit limit. Each payment you make on the account will restore your credit limit by the amount of the payment which is applied to the principal amount of purchases and cash advances. You may request an increase in your credit limit only by written application which is approved by the Credit Union. The Credit Union has the right to reduce or terminate your credit limit at any time.

**2. Using the Card.** You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law. You may use the card issued to you to make purchases in person, over the internet, and by mail or telephone from merchants and others who accept VISA credit cards. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program and from automated teller machines (ATMs), such as VISA ATM Network, that provide access to the VISA system. (Not all ATMs provide such access.) You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM.

**3. Responsibility.** You agree to pay all charges (purchases and cash advances) to your account made by you or anyone who you authorized to use your account. Your obligation to pay the amount owed on your account continues until paid in full even though an agreement, divorce decree or other court judgment to which the Credit Union is not a party may direct someone else to pay the account balance. If more than one person signs this Agreement, each is individually responsible for all amounts owed on the account and all are jointly responsible for all amounts owed. This means the Credit Union can enforce this Agreement against any of you individually or all of you together.

**4. Finance Charges.** Separate finance charges for purchases and cash advances are determined by multiplying the periodic rate by the separate average daily balances for purchases and cash advances. Each average daily balance is determined by taking the beginning balance (of cash advances or purchases) in your account each day, adding any new purchases or cash advances (whichever is applicable) and subtracting any payments or credits. The results are the daily balances. All the daily

balances for the statement cycle are added and the total is divided by the number of days in the statement cycle to arrive at the average daily balance for the cycle. Cash advances are always subject to FINANCE CHARGE from the date they are posted to your account. If a grace period applies:

(a.) **Purchases.** A Finance Charge will be imposed on Purchases posted during a Billing Cycle when the Previous Balance is not paid in full within the first 25 days of the Billing Cycle. A Finance Charge will also be imposed on Purchases included in the New Balance when the New Balance is not paid in full within 25 days after the Closing Date.

(b.) **Cash Advances.** A Finance Charge will be imposed on Cash Advances from the date of the transaction to the date paid. The Finance Charge accrued on Cash Advances between the Closing Date of the Billing Cycle and the date your Account is credited will appear on your next statement. There is no time period within which to pay to avoid Finance Charge.

**5. Monthly Payment.** Each month you must pay at least the minimum payment shown on your statement by the date specified on your monthly statement. 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. Your minimum payment required each month is disclosed on the "Credit Disclosures" under "Minimum Monthly Payment." In addition, at any time your Total New Balance exceeds your credit limit, you must immediately pay the amount over your credit limit.

**6. Security Interest.** If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares for the account, your account will be secured by your pledged shares.

**7. 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 which 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 notice. If immediate payment is demanded, you will continue to pay finance charge, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security will be applied towards what you owe. To the extent permitted by law, you will also be required to pay the Credit Union's collection expenses, including court costs and reasonable attorneys' fees.

**8. Liability for Unauthorized Use.** You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify the Credit Union, at P.O. Box 50425, Indianapolis, IN 46250-0425, orally or in writing, of the loss, theft or possible unauthorized use of your card. In any case, your liability will not exceed

\$50.00.

**9. Lost Card Notification.** If you believe your credit card has been lost or stolen, immediately inform the Credit Union Card Center at 800-289-5939 or 317-594-0011.

**10. Changing or Terminating Your Account.** The Credit Union may change the terms of the Agreement from time to time after giving you any advance notice required by law. Your use of the card after receiving notice of a change will indicate your agreement to the change. To the extent the law permits, and indicated in the notice to you, the change will apply to your existing account balance as well as to future transactions. Either the Credit Union or you 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. The 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.

**11. 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.

**12. Returns and Adjustments.** Merchants and others who honor the 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 amount is \$1.00 or more, it will be refunded upon your written request or automatically after six (6) months.

**13. Foreign Transactions.** All transactions including purchases, cash withdrawals and cash advances made in foreign currencies will be debited in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from a 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 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. A fee of 1% will be imposed on all foreign transactions, including purchases, cash withdrawals, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.

**14. Merchant Disputes.** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the 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, 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 \$50.00 and was made in your state or within 100 miles of your home.

**15. 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. You agree to all the terms and charges contained in the "Credit Disclosures."

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

**17. Statement and Notices.** You will receive a statement each month showing transactions on your account. 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.

**18. Other Fees and Charges.** Other fees and charges that will be added are as shown in the "Credit Disclosures" table and immediately below the "Credit Disclosures" table. The fees will be treated by the Credit Union as an adjustment to the account balance and will not be subject to a finance charge.

**19. Copies of Documents.** You will be charged a fee for each copy of a sales slip or monthly statement that you request from us.

**20. Personal Identification Number (PIN).** We will furnish you with a personal identification number (PIN). You agree to keep the PIN secret. You also agree you won't write the PIN on the VISA credit card or anything you keep with the VISA credit card. You agree that your use of the PIN and VISA credit card in getting a cash advance or making a purchase constitutes your signature for purposes of such transaction.

## 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 sixty (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 payment on any amount you think is wrong. To stop payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.