

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.

16. 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. You authorize the Credit Union to obtain additional credit reports from time to time to increase your credit line.

17. 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 to your regular share account.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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.

24. Copy Received. You acknowledge that you have received a copy of this Agreement. Use of card acknowledges receipt of your agreement and you agree to the terms and conditions of this agreement.

25. Signatures. By signing in the Signature area of the application form you agree to the terms of this agreement. Retain it for your records.

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. There is no fee for this service, however, if your account has insufficient

funds to make the payment, a \$25.00 payment return fee will be charged to your credit card account.

We may be liable for your losses if we fail to stop payment of a pre-authorized transfer from your account, when instructed to do so, in accordance with the terms and conditions set forth above. We will disclose information to third parties about your account or the transfers you make;

1. where it is necessary for completing the transfer,
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant,
3. in order to comply with government agencies or court orders, and
4. if you give us your written permission.

These electronic funds transfers may vary in amount from the previous transfer. Your monthly statement shall serve as your notice of the amount to be transferred. You have the right to receive notice of transfers of varying amounts.

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.



4320 WEST JEFFERSON,
ECORSE MICHIGAN 48229
Phone: 313-386-2200

Visa Classic and Visa Gold Card Agreement and Truth-in-Lending Disclosure Statement

EFFECTIVE MAY 1, 2010

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 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.

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 less than your 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 charges, at the default APR, 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. You also agree that, in case of default, you will pay all usual and customary costs of collection permitted by law.

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 Card Services by calling (800) 543-5073 or writing to 4320 West Jefferson, Ecorse, MI 48229

6. Security Interest. The granting of a security interest in your shares and deposits with us is a condition for your credit card account. By signing your card, you grant us a consensual security interest in all individual and joint accounts you have with us now and in the future to secure all advances made under your credit card agreement. We may, but do not have to, allow you to withdraw a portion of your shares or deposits without affecting that security interest. Shares in an Individual Retirement Account and any other account that would lose special tax treatment under state and federal law if given as security are not subject to the security interest you have given in your shares.

7. Cross-Collateral Clause. 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 and 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 with us 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."

8. Balance Transfers. You may ask the Credit Union to transfer the balance of your other credit cards to your VISA account by sending us a written request to do, or come into any branch office. Your written balance transfer request must state the name of the company, the address, the account number and the amount of the payoff and must include the most recent statement with the payment stub. If you elect to transfer balances to your VISA account, the following will apply:

(a) Transfer Amount: We will transfer as much as possible without exceeding your credit line.

(b) Minimum Payments: Please allow four (4) weeks for balances to be transferred. You should continue paying the minimum monthly amount due on your other accounts until the balances have been transferred. We are not responsible for any late payments, finance charges, disputed amounts or errors on your other accounts.

(c) Billing Disputes: If you currently have any amounts in a billing dispute, we recommend that they not be transferred because you may lose your billing dispute rights.

(d) Finance Charge: Balance transfers are treated as cash advances and are assessed finance charges from the transaction date. Finance charge continues until payment in full is received for the balance.

(e) Closing Accounts: Transferring balances will not automatically close your other accounts. To do so, please contact each company directly.

9. Finance Charges. Cash Loan Advance: A Finance Charge will be imposed on all cash loan advances that you obtain through the use of your Card, as of the date of posting of each such cash loan advance. A **Finance Charge** will continue to accrue until the cash loan advance is repaid.

Credit Purchases of Goods and Services: A Finance Charge will be imposed on credit purchases of goods and services that you obtain with your Card as of the date such credit purchase is posted to your account and will continue to accrue until the date the credit purchase is repaid. However, Finance Charges will not be imposed on credit purchases if paid in full within the grace period.

Promotional Balances: A FINANCE CHARGE is imposed on the Average Daily Balance of Promotional Balances according to the terms of the offer.

Promotional Rate: A Promotional Annual Percentage Rate may be applied to your account subject to the terms of the offer. If your minimum monthly payment is not received by its Payment Due Date, or if the Promotional Annual Percentage Rate expires, the non-promotional Annual Percentage Rate will be applied to new and outstanding PURCHASE and CASH ADVANCES.

Grace Period: There is a grace period of 25 calendar days on all credit purchases of goods and services. In order to avoid **Finance Charges** on new purchases, you must pay the entire New Balance shown on the statement by the Payment Due Date. If you do not pay in full the New Balance shown on the statement by the Payment Due Date, all new purchases will accrue **Finance Charges** at the daily periodic rate from the date of the purchase until the closing date of the billing cycle. There is no grace period on cash advance transactions, which accrue **Finance Charges** from the posting date.

Average Daily Balance Computation Method: We figure the Finance Charge on your account by applying the periodic rate to the "Average Daily Balance" of your account (including current transactions). To get the "Average Daily Balance" we take the beginning balance of your account each day, add any new purchases and advances, and subtract any payments or credits or unpaid Finance Charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance."

Daily Periodic Rate and Annual Percentage Rate:

Gold and Classic VISA Accounts:

The tiered rates, which are based on your credit score are used to determine your Annual Percentage Rate. Use the following chart to determine your **Finance Charge** (interest):

Credit Score	APR for Purchases, Cash Advances, and Balance Transfers	Monthly Periodic Rate
710+	.10.99%	.030110%
680-709	.11.99%	.032849%
640-679	.12.99%	.035589%
639 and under	.14.50%	.039726%

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.

Refer to your VISA Credit Card approval letter for your applicable Annual Percentage Rate (APR).

10. Periodic Review. A periodic review of credit card accounts is performed to determine the continued probability of repayment. We also rely on information requested and received from credit reporting bureaus and agencies regarding the handling of your credit-related accounts with other financial institutions for this same purpose. If, in our opinion, we believe that your credit history has significantly deteriorated since your new or reissued VISA Credit Card was provided to you, we reserve the right to close your VISA Credit Card Account and to prohibit further advances. A deterioration in your credit history can result from late payments, collections, liens or exceeding established credit limits.

11. Foreign Transactions. Purchases and cash advances made in foreign countries and currencies will be billed to you in U.S. dollars. A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the International Transaction Fee on your billing statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements. 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 plus the 1% International Transaction Fee.

12. 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% Gold Card and 4% Classic 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.

13. 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.

14. Other Charges. The following other charges (fees) will be added to your Account, as applicable:

Late Fee: A late charge of 20% of the payment will be added to your account if the Monthly Payment is received more than fifteen (15) days after the Payment Due Date. A late fee of 20% of the payment amount due will be charged. The minimum late fee will be \$1.00 and the maximum late fee will be \$20.00

Non-Sufficient Funds Check Fee: Non-Sufficient Funds check payment fee: \$25.00 for each returned check.

Document Copy Fee: You will be charged \$5.00 for each copy of a sales draft or statement that you request unless such a request is made in connection with a billing error.

Statement Copy Fee: \$2.00.

Replacement Fee: You will be charged \$2.00 for the first replacement card and \$10.00 for each replacement card after the first, other than replacement cards issued for expiring cards.

PIN Replacement Fee: You will be charged a \$2.00 fee for each replacement PIN issued to you.

VISA Card Rush Order Fee: Based on applicable fees.

Temporary Line of Credit Increase: You will be charged a \$15.00 fee for any application to temporarily increase your line of credit.

15. Changing or Terminating Your Account. The Credit Union may change