

## Visa® Platinum Credit Card Program Agreement and Truth in Lending Disclosure Statement M-101912 (7/10)

### VISA Platinum Account-Opening Disclosures

INTEREST RATES AND OTHER CHARGES	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>10.99%</b>
<b>APR for Balance Transfers</b>	<b>10.99%</b>
<b>APR for Cash Advances</b>	<b>10.99%</b>
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any 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.
<b>Minimum Interest Charge</b>	None
<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a>

FEES	
<b>Annual Membership Fee</b>	None
<b>Transaction Fees</b>	
Payment by Phone	<b>\$5</b>
<b>Penalty Fees</b>	
Late Payment	<b>\$25</b>
Over-the-Credit Limit	<b>\$25</b>
Returned Check	<b>\$25</b>
<b>Other Fees</b>	
PIN Re-Issue	<b>\$5</b>
Card Replacement	<b>\$5</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)."

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

### VISA® Platinum Agreement and Additional Disclosures

This Visa® Platinum Credit Card Program Agreement should be reviewed carefully, since it informs you of the terms and conditions that apply to these services. Please keep this Agreement for future reference.

This Agreement is between the credit union member (designated as "you" or "your") and Extra Credit Union (designated as "we", "us" and "credit union"). You are contractually liable for any debt owed under the account. If there are two or more such persons, each of them agree to be fully liable for any debt owed under the account individually (severally) and together (jointly). The word "card" and "account" refers to the designated credit card issued to you by the credit union and the account under which it was issued. Designated credit cards include Platinum, Gold, Classic and Credit Builder Visa credit cards. The actual card you receive is based on your credit qualifications.

As an Extra Credit Union Visa Platinum cardholder, you agree to the following terms and conditions as set forth by the credit union:

**Applicability** – This Agreement applies to your Visa® Platinum credit card account with the credit union. You understand, acknowledge and agree that you may have only one (1) type of Visa account open with the credit union at any given time.

**Responsibility/Promise To Pay** – If you apply for and receive a card from us, you agree to maintain membership in good standing at the credit union. You promise and agree to repay all debts, advances, and any finance charge or any other fees or charges arising from the use of the card or account by you or any user who has access to your card or account with actual, apparent or implied authority for use of your account. For example, you are responsible to pay for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until you recover and return the card to us. Except to the extent allowed by law, you cannot disclaim responsibility by notifying us. Your responsibility continues even though an agreement, divorce decree or other court judgment, which we are not a party to, may direct you or one of the other persons responsible to pay the account. If more than one person is obligated under this Agreement, the credit union may accept directions and written notices from any one of those persons without requiring the consent of any other persons.

**Credit Limit** – You will be notified of your account's credit limit, which will be applicable to all amounts you owe on your account at any time. You agree not to let the account balance exceed the credit limit. If you do exceed your credit limit, in addition to any other rights we have under law or this Agreement, an over limit fee as disclosed in the Schedule of Fees and Charges will be assessed, as long as you have provided us with your Consent Form for Over-the-Credit Limit Transactions. This fee will be shown as a purchase transaction on your monthly statement. We reserve the right to increase or decrease your credit limit without notice to you at any time. Please note: you agree that it is your responsibility to know when your balance is near or may exceed your credit limit. Although our card processor is instructed not to issue authorization codes when a transaction will cause your balance to exceed its credit limit, some merchants may not be required to obtain an authorization code in order to process a transaction. Even if your unpaid balance is less than your credit limit, you will have no credit available during any time your account is in default. The card(s) remain the property of the credit union; and, if we request, you must recover and surrender to us all cards we have issued on your account.

**Account Access** – You may access your account by using your card or account number to make credit purchases and to obtain cash advances up to your available credit limit, unless your account is in default or has been terminated. If the credit union issues you a Personal Identification Number (PIN), you may also use your card to obtain cash advances through automated teller machines (ATMs) that accept your card for that purpose.

**Finance Charge** – The finance charges shown on your monthly billing statement are figured by multiplying a monthly periodic rate of 0.9158% ( which corresponds to an **Annual Percentage Rate of 10.99%**) times the average daily balance of both credit purchases and cash advances as follows:

**Credit Purchases** – A finance charge will be imposed on credit purchases only if you elect not to pay the entire new balance shown on your monthly billing 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 billing statement within that 25 day grace 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. The finance charge for a billing cycle is computed by applying the monthly periodic rate 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 each 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.

**Cash Advances** – A finance charge will be imposed on cash advances from the date made and will continue to accrue until the date of payment in full. The finance charge for a billing cycle is computed by applying the monthly periodic rate to the average daily balance of cash advances, which is determined by dividing the sum of the daily balances by the number of days in each billing cycle. Each daily balance of cash advances is determined by adding to the outstanding unpaid balance of cash advances at the beginning of each day of the billing cycle any new cash advances posted to your account and subtracting any payments as received or credits as posted to your account, but excluding any unpaid finance charges.

**Other Charges** – In addition to the finance charge and all fees and charges specifically discussed in various provisions of this Agreement, you agree to pay to the credit union any additional fees and charges as described and set forth in the Schedule of Fees and Charges, each of which will be posted to your account as a credit purchase, which may have the effect of increasing the amount of your finance charge.

**Late Payment Fee** – If you are 10 or more days late, we may charge you, and you agree to pay, a late payment fee as set forth in the Schedule of Fees and Charges.

**Over the Credit Limit Fee** – If you exceed your credit limit, and you have provided us with your Consent Form for Over-the-Credit Limit Transactions you will be charged, and you agree to pay, an Over the Credit Limit Fee as set forth in the Schedule of Fees and Charges.

**Returned Check Fee** – If a check or negotiable instrument used for payment is returned to us unpaid, you will be charged, and you agree to pay, a Returned Check Fee as set forth in the Schedule of Fees and Charges.

**Payment by Phone** – You will be charged, and you agree to pay, a \$5 processing fee for expedited payments made by phone.

**Card Replacement** – You will be charged, and you agree to pay, a Card Replacement Fee as set forth in the Schedule of Fees and Charges each time you request that we replace a card that is lost, stolen or damaged.

**PIN Selection** – You will be charged, and you agree to pay, a PIN Selection Fee as set forth in the Schedule of Fees and Charges to select your own Personal Identification Number.

**Rate/Balance Transfers/Cash Advance Promotions** – From time to time, we may offer a promotional rate or balance transfer/cash advance promotion. You may transfer any amount as long as it does not exceed your credit limit. Be sure you do not transfer any disputed charges; you will lose the right to dispute the charge. Balance transfers or convenience checks used to pay off an existing Extra Credit Union Visa credit card will not receive a promotional rate; balance transfers from another Extra Credit Union Visa credit card will be at the standard rate.

**Monthly Payment** – Unless law prevents us, or unless we believe that your account is uncollectible, we will mail you a statement each month in which your account has activity. This statement will show your previous balance, current transactions on your account, available credit limit, fees and finance charges, new balance and minimum payment due. Each month you must pay at least the minimum payment within 25 days after the statement closing date. You may, of course, pay more than the minimum payment; and, if you pay the new balance in full, you may reduce or avoid additional finance charges. Each minimum payment will be equal to the greater of one and one-half percent (1.50%) of your account's new balance which does not exceed your credit limit, or the lesser of \$50 or your account balance. In addition, your minimum monthly payment will include any amount you owe in excess of your credit limit. You may pay any amount over your minimum monthly payment at any time without penalty. In addition to your minimum monthly payment, you agree to immediately pay to the credit union any past due amount. Payments must be received by the credit union in the manner set forth on your most current monthly billing statement on or before the payment due date. All payments must be made in lawful money of the United States. The credit union reserves the right to apply the payments to your account in any manner it may choose in its sole discretion, unless prohibited by law from doing so. Generally, the credit union will elect to apply each payment in the following order: unpaid finance charges, other unpaid fees and charges, cash advances and new credit purchases.

**Security Interest** – If you have given the credit union a security interest in any property (other than any dwelling or "household goods" as defined in the Federal Trade Commission's Credit Practices Rule) as part of any other agreement with the credit union, that property is also pledged by you as security for the credit extended under this Agreement, unless prohibited by law. This provision is the Security section under the Truth in Lending disclosure of this Agreement, as well as a statement of contract, which results in collateral securing other loans with the credit union also securing this Agreement. Further, if you give the credit union a specific pledge of other collateral to secure the repayment of your account, such as a pledge of your savings (shares) or deposits, then such other collateral will also secure the repayment of your account.

**As stated in your application for your account, by signing that application you have granted the credit union a consensual lien on and security interest in your savings (shares) with the credit union (except for IRA, KEOGH, or similar tax deferral accounts) and any dividends due or to become due to you to the extent you**

**owe any unpaid balance on your account. If your account is a Credit Builder Visa, your account will be secured by a separate, specific pledge of your savings (shares) with the credit union which is deemed to be incorporated into this Agreement by reference.**

**Default And Remedy** – You will be in default and the credit union may, to the extent permitted bylaw, terminate your account and declare the entire unpaid balance of your account immediately due and payable if:

- You do not make any payment or perform any obligation under this Agreement or any other agreement that you have with the credit union; or
- You have made a false or misleading statement on your application and/or in your representations to the credit union while you owe money on your account; or
- You should die, or be involved in any bankruptcy, insolvency, receivership or custodial proceedings brought by or against you; or
- A judgment or tax lien should be filed against you or any attachment or garnishment should be issued against any of your property or rights, specifically including anyone starting an action or proceeding to seize any of your funds on deposit with the credit union; and/or
- The credit union should, in good faith, believe your ability to repay any indebtedness due under your account is or soon will be impaired, time being of the very essence.

If more than one person is obligated under this Agreement, the credit union may proceed with collection action against any one of the persons obligated under this Agreement without first proceeding against any other person. To the extent permitted by law, the credit union shall be reimbursed by you for all of its costs and expenses, including reasonable attorney fees, incurred in the course of collecting any amounts owed on your account.

**Unauthorized Use/Lost Cards** – You will immediately notify the credit union if you or any authorized user loses or misplaces any card. You may be liable for the unauthorized use of a card. You will not be liable for the unauthorized use of a card that occurs after you notify the credit union of the loss, theft or possible unauthorized use by reporting the loss or theft of a card orally or in writing to: Extra Credit Union, 6611 Chicago Road, Warren, MI 48092, or by calling 1-800-449-7728. In any event, your liability won't exceed \$50 for unauthorized card usage.

**Credits** – If a merchant or other person honoring your card agrees to give you a refund or adjustment on a credit purchase, you agree to accept a credit to your account in lieu of a cash refund or cash adjustment. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances or refund it on your written request if it is \$1 or more. We will make a good faith attempt to return to you any credit balance that remains in your account for more than six (6) months.

**Foreign Transactions** – Purchases and cash advances made with your card in foreign countries or for foreign currencies will be charged to your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing foreign (international) transactions is: (1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date – which may vary from the rate Visa itself receives, or (2) the government-mandated rate in effect for the applicable central processing date.

**Disputes** – We are not responsible for the refusal or failure of any merchant, bank or automated equipment to honor or accept your card. You agree to make a good faith effort to settle all disputes concerning credit purchases made through the use of your card with the merchant or other person honoring the card. Except as provided in the notice of Your Billing Rights, you agree to pay the credit union all amounts charged to your account despite any such dispute.

**Convenience Checks** – We may, from time to time, supply you with personalized convenience checks that are subject to the following conditions. Only the person whose name is printed on the convenience check may sign it. All convenience checks must be written in U.S. dollars. We will not certify a convenience check. We are entitled to return a convenience check unpaid if there is not enough available credit on your account to pay for this check, if you are in default under this Agreement, if your card or convenience check has been reported lost or stolen, if your convenience check is postdated, if your card has not been activated, if your right to use convenience checks has been cancelled or suspended, or if your account has been closed. In addition, we may refuse to honor a convenience check whenever we would be entitled to dishonor an ordinary check. A convenience check cannot be used to make a payment on your account. A convenience check that we pay will be posted to your account as a cash advance. We shall have no liability for any convenience check returned because it was written for an amount in excess of your available credit limit. Convenience checks that you use and we pay will not be returned to you, but will be identified on your monthly billing statement.

**Change Of Address** – We will send all account statements and any other notices or communications concerning your account to the address as shown on our records. If you change your address, you must notify us of your new address within 15 business days.

**Illegal Transactions** – You are not authorized to use your card or account for any illegal transactions, including but not limited to advances made for the purpose of gambling and/or wagering when such actions are in violation of applicable state and/or federal law, nor for any Internet gambling transaction, even if it is lawful and enforceable. If you use your card or account for any illegal transaction, you waive any possibility of suing the credit union for such prohibited action on your part.

**Personal Identification Number** – The credit union may issue you a Personal Identification Number (PIN) for use with your card. Your PIN should not be disclosed to anyone else. In the event the use of your PIN results in an electronic funds transfer (EFT), the terms and conditions of your Electronic Funds Transfer Agreement with the credit union may affect your rights. You may change your PIN one time every 12 months without a fee. If you change your PIN more often than that, a PIN Selection Fee will be assessed for each additional change as set forth in the Schedule of Fees and Charges, which will be posted to your account as a credit purchase.

**Information Updates** – You will provide facts to update information contained in your original application or other financial information related to you at the credit union's request.

**Cancellation** – You may cancel this Agreement with the credit union or revoke any authorized user's status at any time by notifying the credit union in writing and returning any affected card. You understand and agree that the credit union has up to ten (10) business days after such notice to effectuate your cancellation or revocation of authorized user's status. You remain obligated to the credit union for all credit purchases or cash advances made prior to or up to ten (10) business days after such cancellation or revocation.

**Waiver Of Claims** – You waive and release the credit union from all defenses, rights and claims you may have against any person or company honoring a card or other access device or not permitting a credit purchase or cash advance, except where such rights cannot be waived under the Fair Credit Billing Act (see Your Billing Rights). If your account is available to provide overdraft protection to a deposit account under a separate overdraft protection agreement, you hold the credit union harmless from any and all claims that might otherwise arise if an advance is not processed to cover an overdraft regardless of whether or not credit was available under your account.

**Assignability** – You shall have no right to transfer your account or to assign this Agreement. The credit union shall have the right and sole discretion to assign and transfer, at any time, this Agreement or any or all of its rights under this Agreement to any other person or entity.

**Account Stated** – EACH PERIODIC BILLING STATEMENT WE SEND TO YOU IS DEEMED TO BE A CORRECT STATEMENT OF ACCOUNT UNLESS YOU ESTABLISH A BILLING ERROR PURSUANT TO THE FEDERAL TRUTH IN LENDING ACT. (See Your Billing Rights.)

**Enforcement** – We do not lose our rights under this or any related agreement if we delay enforcing them. We can accept late payments, partial payments or any other payments, even if they are marked "paid in full", without losing our rights under this Agreement. Any communications concerning a disputed balance, including an instrument tendered as full satisfaction of a debt, must be sent directly to Extra Credit Union, ATTENTION: DISPUTED CREDIT CARD PAYOFF DEPARTMENT, 6611 Chicago Road, Warren, MI 48092 If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

**Change In Terms** – We may change the terms of this Agreement by mailing or delivering to you written notice of the changes as prescribed by the Federal Truth in Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the monthly periodic rate applicable to your future advances.

**Credit Insurance** – Credit insurance, such as voluntary payment protection insurance, is not required for any extension of credit under this Agreement. You may voluntarily purchase any credit insurance available through us and have the premiums added to your account. If you elect to purchase credit insurance, you will be given the necessary disclosures and documents separately.

**Consent to Agreement** – You acknowledge receipt of a copy of this Agreement.

**Termination** – We may cancel your account at any time, whether or not you are in default. If we do so, you remain liable to pay any unpaid balances according to the terms of this Agreement.

**Ownership** – Your card remains our property and may be cancelled by us at any time without notice to you. You agree to surrender your card and discontinue its use immediately upon our request.

**Effect of Agreement** – Even though sales, cash advance, credit or other slips you sign or receive when using your card or account contain terms, this Agreement is the contract which solely applies to all transactions involving your card or account.

**Updating And Disclosing Financial Information** – You will provide facts to update financial information related to you at our request. You agree that we may make inquiries pertaining to your income, credit standing and financial responsibility as we deem necessary. This could include obtaining a credit report. You agree that we may give information about the status and payment history of your account to consumer credit reporting agencies, a prospective employer or insurer or a state or federal licensing agency having apparent legitimate business need for such information.

**Skip Payment** – At our option, you may be permitted to skip a minimum monthly payment for one or more months without penalty. Finance charges will continue to accrue on your unpaid balance during any skip payment period of time. Your next payment after the skip payment period will be calculated according to this Agreement. There may be a fee associated with a skip payment election.

**Governing Law** – This Agreement is controlled and governed by the laws of the State of Michigan except to the extent that such laws are inconsistent with controlling federal law.

#### **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:

Extra Credit Union  
Credit Card Customer Service  
6611 Chicago Road  
Warren, MI 48092

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. 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:**

- 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.
- 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 amount.
- 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 within 10 days telling us that you still refuse to pay. 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:

- The purchase must have been made in your home state or 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.)
- 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.
- You must not yet have 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 at:

Extra Credit Union  
Credit Card Customer Service  
6611 Chicago Road  
Warren, MI 48092

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.

**Termination Of Prior Agreements** – Upon your receipt of this Agreement, this Agreement terminates and takes the place of any earlier Visa Credit Card Program Agreement provided to you from us.

**Effective Date** – The effective date of this Agreement is July 1, 2010.

#### **Schedule of Fees and Charges**

Annual Percentage Rate (purchases, balance transfers and cash advances): 10.99%  
Monthly Periodic Rate (purchases, balance transfers and cash advances): 0.9158%  
Late Payment Fee: \$25  
Over the Credit Limit Fee: \$25  
Returned Check Fee: \$25  
Payment by Phone: \$5  
Card Replacement Fee: \$5  
PIN Selection Fee: \$5