

VISA[®] CREDIT CARD AGREEMENT

In this agreement the words you or your mean each person who applies for a credit card, or who uses the credit card or duplicate credit card. The word card means your credit card and duplicates of said card. The word account means your credit card revolving credit account. We, us and our(s) mean the Rivertown Community Federal Credit Union or anyone to whom the Credit Union transfers its rights under this agreement.

Responsibility — If we issue you a card, you agree to repay all debts and the finance charge arising from the use of the card and the card account jointly and severally. For example, you are responsible 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 the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request in writing and return all cards that were issued to you. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account. Any person using the card is jointly and severally responsible with you for charges he or she makes, but if that person signs the card he or she becomes a party to this agreement and is also jointly and severally responsible for all charges on the account, including yours.

Individual Credit — One VISA-ATM card will be issued in your name only. A personal identification number (PIN) will be issued.

Joint Credit — Two VISA-ATM cards will be issued, one in the applicant's name and one in the co-applicant's name. Both cards will be encoded with your personal identification number (PIN). This card will allow the co-applicant to access and utilize your credit card account through the participating automated teller machine (ATM) networks, subject to the terms and disclosure of the credit card agreement and the electronic funds transfer disclosure for credit card/ATM access card.

Authorized User — Up to two authorized user cards can be issued on an Individual account or Joint VISA account. To select an authorized user, request a separate form.

Liability for Unauthorized Use—Lost/Stolen Card Notification — You agree to notify us immediately in the event of the loss, theft or unauthorized use of your credit card. Contact us in writing at Rivertown Community Federal Credit Union, PO Box 249, Grandville, MI 49468 or by calling 616.406.2480 or 800.821.0972 (during normal business hours). 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 us of the loss, theft, or possible unauthorized use, unless you are grossly negligent in the handling of your card. In any case,

your liability will not exceed \$50 for unauthorized cash advances at ATMs. You will have no liability for unauthorized purchases made with your credit card.

Credit Limit — When we approve your application, we will establish a self-replenishing line of credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed this 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 principal. You may request an increase in your credit limit only by application to us, which must be approved by our loan committee or loan officer. Without prior notice to you, we may raise your credit limit. By giving you written notice our loan committee or loan officer with good cause, may reduce your credit limit or revoke your card and terminate this agreement.

Good cause includes, but is not limited to your failure to comply with this agreement, or our adverse re-evaluation of your creditworthiness. On the card anniversary date or at re-issue, your membership must be in good standing. If any obligation to which you are a party with the credit union is in default, a new card may not be sent to you. This constitutes a termination of your credit line. You may also terminate this agreement at any time, but termination by either of us does not affect your obligation to pay the account balance plus any finance and other charges you owe under this agreement. The cards remain our property and you must recover and surrender to us all cards upon request and upon termination of this agreement. Convenience checks are no longer valid if the account has been suspended or terminated.

Monthly Payment — We will mail you a statement every month showing your previous balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your credit limit, the new balances of purchases and cash advances, the total new balance, the finance charge due to date, photocopy and other billed fees, and the minimum payment required. Every month you must pay at least the minimum payment within 25 days of your statement closing date. By separate agreement you may authorize us to charge the minimum payment automatically to your share or share draft account with us. You may of course, pay more frequently, pay more than the minimum payment, or pay the total new balance in full, and you will reduce the finance charge by doing so. At any time your total new balance exceeds your credit limit, you must immediately pay the excess upon our demand. The minimum payment is 2% of your Total New Balance or \$20.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. Payments made to your account will be applied in the following order: Fees and Finance Charges; Previously Billed Purchases; Cash Advances; New Purchases. We may accept checks marked "payment in full" or with words of similar effect without losing any of our rights to collect the full balance of your account with us.

Finance Charge — You can avoid a finance charge on purchases by paying the full amount of the new balance of purchases each month within 25 days of your statement closing date. Otherwise, the new balance of purchases, and subsequent purchases from date they are posted to your account, will be subject to finance charge (interest). Cash advances are always subject to finance charge from the transaction date. The finance charge (interest) is calculated on the average daily principal balance. The principal balances of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of your previous balances, reduced by payments you make and credits we apply, and increased by purchases and cash advances you make and debit adjustments we make during the statement period. The daily principal balances are totaled, and divided by the number of days in the statement period, to produce separate average daily principal balances for purchases and cash advances to which the periodic rate is then applied.

VISA[®] Classic Card – the monthly periodic rate for purchases, cash advances, and balance transfers is 0.9083%, which is an Annual Percentage Rate (APR) of 10.90%.

VISA[®] Platinum Card – the monthly periodic rate for purchases, cash advances, and balance transfers is 0.7417%, which is an Annual Percentage Rate (APR) of 8.90%.

Other Charges – The following other charges (fees) will be added to your Account as applicable

- a. Late Payment Fee: If you are twenty (20) or more days late in making a payment, a late charge of \$10.00 will be added to your account.
- b. Return 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 \$20.00 for each item returned.
- c. Card Replacement Fee: You will be charged \$5.00 for each replacement card that you request.
- d. Rush Fee: \$30.00

Transaction Fee for Cash Advances — For each cash advance, we add an additional FINANCE CHARGE. This fee will be added to the cash advance balance. (The amount of the cash advance may include a surcharge that the owner of an ATM imposes). The cash transaction fee may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the nominal annual percentage rate.

Default — You will be in default if you fail to make any minimum payment within 25 days after your monthly statement closing date and may be charged a late fee. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or if the value of our security interest materially declines. You will be in default if you fail to abide by this agreement or you make any false or

misleading statements in any credit application or update of credit information. If you are in default, we have the right to suspend or terminate your credit line (See Credit Limit). We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law you will also be required to pay our collection expenses, including court costs and reasonable attorneys' fees plus any fees incurred as a result of bankruptcy.

Using The Card — To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the card to a participating VISA plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which will be imprinted with your card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card in an Automated Teller Machine or other type of electronic terminal that provides access to the VISA system. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you may request.

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.

Illegal Transactions Prohibited — You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law.

Returns and Adjustments — Merchants and others who honor the card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. 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 if it is \$1.00 or more, refund it on your written request or automatically within six months.

Foreign Transactions — Purchases and cash advances made in foreign currencies will be debited from your account 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 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% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, 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.

Plan Merchant Disputes — We are not responsible for the refusal of any plan merchant or financial institution to honor your card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than \$50.00 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

Security Interest — To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which have not been paid for through our application of your payments in the manner described under the paragraph “Monthly Payment” as provided in this agreement.

As a condition for your VISA account you grant us a specific pledge of your Credit Union shares (deposits). You pledge to us and grant a security interest in all joint and individual accounts you have with us now and in the future, to secure your VISA credit card account. You authorize us to apply the balance in these account(s) to pay any amounts due under this agreement if you should default. Your account will also be secured by your pledged shares (deposits) and by the property described in any other security agreements signed with us, except for your home.

Effect of Agreement — This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the Amendments. To the extent the law permits, and we indicate in our notice, Amendments will apply to your existing account balance as well as to future transactions.

Special Promotions — From time to time, we may offer special promotions, under which purchases of goods or services, balance transfers or cash advances transactions may be billed to your account with special promotional terms. The finance charges, minimum payment, application on payments and other terms for special promotions may differ from the standard terms described in this Agreement and as may be shown on your account statement.

Your Billing Rights – Keep for Future Reference. 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 Statement. If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement.

Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement 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 a credit card account automatically from your share account or share draft 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 statement 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 send statements to 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 statement that are not in question.

If we find that we made a mistake on your statement, 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 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. 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 statement 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.