

VISA CARDHOLDER AGREEMENT

Effective February 22, 2010

This Agreement covers your credit card account with us, "Institution Name". The person ("Account Holder" or "You") whose name is embossed on the face of the VISA credit card ("Card") provided to Account Holder and issued by us and each Account Holder, by signing or using the Card, agrees with Issuer to the following terms:

1. **Your Account.** If you have a joint account, each Account Holder has the right to use the account up to the extended credit limit as described below. Each Account Holder is bound by these terms and each, individually, will be liable for all charges, even if only one of you uses the account. For joint accounts, each individual separately, and both individuals together, are referred to in this Agreement as ("You").

2. **Credit Card Account Services.** These services are available through your Card account, up to the amount of your credit limit.

a. **Credit Purchases.** You can use your account to purchase goods and services wherever VISA credit cards are accepted (referred to in this Agreement as "Credit Purchases").

b. **Cash Advances.** You can get a Cash Advance (referred to in this Agreement as a "Cash Advance") from your account by presenting your Card at a financial institution that accepts VISA. You can also use your Card to obtain up to "\$Amount of Cash Advance" per day in cash from any authorized "Institution Name" Automated Teller Machine ("ATM"). You may not obtain a Cash Advance if your account is delinquent, closed or the amount of the advance would cause your balance to go over your credit limit.

3. **Your promise to pay.**

3.1 You promise to pay us, when due, the total of all Credit Purchases and Cash Advances you make on your account. You also promise to pay the total of any Finance Charge and other charges due on the account. You also promise to pay all costs and expenses, including reasonable attorneys' fees that we incur in enforcing this Agreement.

3.2 You may pay your entire balance at any time.

4. **Additional Card Holders or Others Using Your Account.** You may authorize others to use your account. You may add up to "Number of Cardholders" additional card holder(s) to your account at no extra charge. Each additional card holder will receive a credit card with his or her individual name embossed. You promise to pay for all Credit Purchases and Cash Advances made by anyone you authorize to use your account, with or without a card, and whether or not you notify us that he or she will be using it. If another person has use of your account and you want to end that person's privilege, you must recover and return that person's credit card, if any. If you are unable to recover and return the card, you will continue to be liable for any charges made unless you tell us to cancel all cards and establish a new account for you, which will be done automatically if you notify us of unauthorized use under Paragraph 22 of this Agreement. We may request written verification from you regarding any change or cancellation to your account.

5. **U.S. Currency.** If you make a purchase or cash advance in foreign currency the transaction will be converted into U.S. Dollars by VISA.

For VISA Accounts: If you effect a transaction with your VISA card in a currency other than U.S. dollars, VISA International Incorporated will convert the charge into a U.S. dollar amount. VISA International will use its currency conversion procedure, which is disclosed to institutions that issue VISA® cards. Currently the currency conversion rate used by VISA International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by VISA International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by VISA International. The currency conversion rate used by VISA International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

6. **Law Governing This Agreement.** TO THE EXTENT NOT EXPRESSLY PROHIBITED BY APPLICABLE LAW, THIS AGREEMENT AND YOUR ACCOUNT, AS WELL AS OUR RIGHTS AND DUTIES AND YOUR RIGHTS AND DUTIES REGARDING THIS AGREEMENT AND YOUR ACCOUNT, WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF "STATE NAME - CAPS", (EXCLUDING THE CONFLICTS LAW OF "State Name") AND THE UNITED STATES, REGARDLESS OF WHERE YOU MAY RESIDE OR USE YOUR ACCOUNT AT ANY TIME. This choice of law is made because of a strong relationship between this Agreement and your account to "Institution Name", because Issuer is located in "State Name" and to insure uniform procedures and interpretation for all of our customers, no matter where they reside or use their accounts. If any term or provision of this Agreement is found to be unenforceable, this will not make any other terms or provision unenforceable.

7. **Limitation on Lawsuits.** You agree that any lawsuit based on any cause of action which you may have against us must be filed within one year from the date that it arises or you will be barred from filing a lawsuit. This limitation is intended to include tort, contract, and all other causes of action for which you and we may lawfully contract to set limitations for bringing suit.

8. **Honoring Your Card.** We will not have any responsibility to you if anyone refuses to honor a Card issued on your account. Any refund, adjustment or credit allowed by a Seller shall not be by cash but rather by a credit advice to us which shall be shown as a credit on your account statement.

9. **Security for This Account.** [Note: Under Reg. Z §226.6(c), open-end creditors must disclose in the initial disclosure statement any "security interests" they have or will acquire; i.e., the fact that the creditor has or will acquire a security interest in the property purchased under the plan, or in other property identified by item or type.]

If you have other loans or credit extensions from Issuer, or take out other loans or credit extensions with Issuer in the future, collateral securing those loans or credit extensions will also secure your obligations under this Agreement. However, unless you expressly agree otherwise, your household goods and dwelling will not secure your obligations under this Agreement even if Issuer has or later acquires a security interest in the household goods or a mortgage on the dwelling. If you have executed a written agreement granting a security interest in any deposit accounts (checking, savings, or share accounts) or other funds held by Issuer to secure your obligations under this credit card plan, such accounts and/or funds are additional security for your obligations to Issuer arising from the use of your Card.

10. **Payment Period.** You will receive monthly billing statements from us. The New Balance shown on your statement is the total of unpaid obligations which have been posted to your account as of the statement date. You can either pay the entire New Balance or you can pay in installments, but we must receive at least the Minimum Periodic Payment shown on your billing statement by the payment due date. The Minimum Periodic Payment is figured as follows:

If Your New Balance is:	Your Minimum Periodic Payment is:
\$"Amount -or less" or less	The amount of your New Balance.
Over \$"Amount - over"	"Percentage"% of that portion of the New Balance which does not exceed your credit limit, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, or \$"Dollar Amount" whichever is greater.

11. **Payment Applications.** Payments made to your account will be applied in the following order: Fees and Finance Charges; previously billed purchases; cash advances; and 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.

12. **Immediate Repayment of Your Full Balance.** You will be in default, and we may, without notifying you, temporarily suspend your credit, close your account, cancel all credit cards issued on it and require immediate payment of your entire balance if any of the following occurs:

- You fail to make a payment when it is due;
- You do not follow the terms of this Agreement in any way;
- You have made any false or misleading statement on the application for your account;
- You fail to pay any other loans you owe us;
- You become insolvent or die;
- There is an attachment, execution or levy against your property or you make an assignment for the benefit of creditors;
- A bankruptcy petition is filed by or against you or your spouse;
- A guardian, conservator, receiver, custodian or trustee is appointed for you;
- You are generally not paying your debts as they become due; or
- There has been a material adverse change in your financial standing.

13. **Reevaluation of Credit.** We can reinvestigate and reevaluate any information you provided on your credit application at any time, and in the course of doing so, we may ask you for additional information, request credit bureau reports and/or otherwise verify your current credit standing.

14. **Periodic FINANCE CHARGE.** Your account will be subject to the Monthly Periodic FINANCE CHARGE Rate and corresponding Annual Percentage Rate applicable to the "Institution Name" accounts, set forth in the Initial Disclosure provided to you by us.

The Periodic Finance charge on Cash Advances is calculated as follows:

"Insert Method for Cash Advances"

The Periodic Finance Charge on Credit Purchases is calculated as follows:

"Insert Method for Credit Purchases"

15. **Transaction Finance Charge.** The Transaction Finance Charge is a one-time charge made each time a new Cash Advance is posted to your account. The charge for each Cash Advance obtained through any ATM is "\$Amount for ATM Cash Advances". The charge of each Cash Advance obtained through any other source is "Percentage for CA other source"% of the amount of the advance, but in no event less than "\$Amount less than", or greater than "\$Amount greater than".

Since Transaction Finance charges are one-time charges that must be included in calculating the Annual Percentage Rate, the actual Annual Percentage Rate shown on your periodic statement may exceed the corresponding Annual Percentage Rate (which is based on Periodic Finance Charge) in any month for which a new Cash Advance is posted to your account.

16. **When Finance Charge Begins.** The Transaction Finance Charge is assessed on the date the new Cash Advance is posted to your account. The Periodic Finance Charge for Credit Purchases and Cash Advances begins on the dates as described in paragraph 15 of this document.

17. **Other Charges.** The Total Other Charges is the sum of:

a. **Membership Fee.** We charge a membership fee of "\$Membership Fee Amount" per year, which will be billed to your account during the same "renewal month" each year. If we assign your account a renewal month other than the month of your first billing statement, we may assess a partial Membership Fee prorated for the period until the first renewal month. All Membership Fees are

payable when posted to your account and are non-refundable except as otherwise provided for by law. This annual fee shall be treated as a credit purchase for purposes of calculating Finance Charges unless prohibited by law.

- b. Late Charge. If we do not receive at least your minimum required payment within "Required payment within" days after the closing date subsequent to the payment due date indicated on your billing statement, we will impose a late or delinquency charge of "\$Amount of Late or Delinquency Charge".
 - c. Overlimit Charge. Each time your New Balance exceeds your maximum authorized credit we will impose an Overlimit Charge of "\$Overlimit Charge".
 - d. Replacement Card. We reserve the right to charge you "\$Amount to replace card" to replace a card.
18. If You Change Your Name or Address. You agree to notify us in writing within twenty days if you change your name, your home or mailing address, or home or business telephone number.
 19. Our Right to Cancel Your Account. We can cancel your account at any time, or reduce the amount of your credit line, without notice to you, except in those situations where notice is required by law. If we cancel your account, you agree to destroy all Cards issued on your account by cutting them in half and returning them to us. You will continue to be responsible for full payment of the balance on your account and all charges to your account, including those not yet received by us, as well as subsequent Finance Charge and other charges. Each Card is our property, and you agree that the Cards are not transferable and to surrender any Card upon demand.
 20. Change in Terms of Your Account. We can change any terms of your account at any time. We will provide you with such notice as is required by law by mailing a notice to you at the latest address shown in our records. Subject to applicable law, any change will apply to the current balance of your account, as well as to future balances.
 21. If Your Card is Lost or Stolen or if an Unauthorized Use May Occur. You agree to notify us immediately if your card is ever lost or stolen or if an unauthorized use may have occurred. The telephone number to call is (800) 325-3678, and you agree to follow up your call with notice in writing to us at: Credit Card Security Department, P.O. Box 30035, Tampa, Florida 33630. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your credit card and comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user.
 22. Liability for Unauthorized Use of Credit Card. We may hold you liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.
 23. Credit Information. You agree that we may release information to others, such as credit bureaus, regarding the status and history of your account. However, we are not obligated to release any such information to anyone unless we are required by law to do so.
 24. Waivers. If, for any reason, we do not make use of any of our rights under this Agreement on a particular occasion, that will not limit our rights in the future in any way.
 25. Our Address. To send payment: Payments must be sent to the address listed on the front of the billing statement after the phrase "make check payable to."
To inquire or send correspondence: Write us at the address indicated on the front of the billing statement after the phrase "send inquiries to."
 26. Important Notice to Our Customer Who Contacts Us by Phone. Cardholder agrees that Issuer, its agents and service companies may, without the need to seek additional confirmation from Cardholder, monitor and/or record any telephone communications with Cardholder to insure that inquiries from you are handled promptly, courteously, and accurately.
 27. VISA Rules and Regulations. The services being provided to you under this Agreement are made possible by Issuer's status as a licensee of VISA International. You recognize Issuer's responsibility to comply with the current VISA International rules and regulations and changes to them in order to continue to provide these services.
 28. Regulation Z Initial Disclosures. By using your card, you acknowledge receipt from us of the Initial Disclosures required by Regulation Z of the Truth-In-Lending Act and that the terms contained in the Initial Disclosures apply to you and your use of the card and are incorporated in full into this Agreement. The information about the terms and costs of the Card described in this Customer Agreement is accurate as of the Effective Date. This information may have changed after that date. To find out what may have changed, call us or write to us.

Write to: Members Heritage Federal Credit Union
440 Park Place
Lexington, KY 49511

Call at: 800-359-3466