

BORROWER 1 NAME	ACCOUNT NUMBER
BORROWER 2 NAME	DATE --/--/--

IN THIS AGREEMENT THE WORDS "YOU" AND "YOUR" MEAN EACH AND ALL OF THOSE WHO APPLY FOR OR USE THE CARD. "CARD" MEANS THE VISA CREDIT CARD AND ANY DUPLICATES AND RENEWALS WE ISSUE. EVERYONE WHO RECEIVES, SIGNS OR USES A CARD ISSUED UNDER THIS AGREEMENT MUST BE A MEMBER OF THIS CREDIT UNION. BY SIGNING OR USING THE CARD, YOU AGREE TO THE TERMS OF THE ACCOUNT AND PROMISE TO PAY ALL AMOUNTS DUE. "ACCOUNT" MEANS YOUR VISA CREDIT CARD LINE OF CREDIT ACCOUNT WITH US. "WE", "US" AND "OURS" MEANS THIS CREDIT UNION.

**1. SECURITY: YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENDED UNDER THIS AGREEMENT. YOU ALSO AGREE THAT WE HAVE SIMILAR STATUTORY LIEN RIGHTS UNDER STATE AND/OR FEDERAL LAW. THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF CREDIT UNDER THIS AGREEMENT. IF YOU ARE IN DEFAULT, WE CAN APPLY YOUR SHARES TO THE AMOUNT YOU OWE.** Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given are not subject to this security interest.  
 If you have other loans with us, collateral securing such loans may also secure your obligations under this Agreement, unless that other collateral is your principal residence or non-purchase money household goods.

**2. Using Your Card.** You may use your Card to make purchases from merchants and others who accept VISA Cards. However, you may not use your Card to initiate any type of gambling or wagering transactions that are in violation of applicable law. 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. 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). (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 that you will not use your Card for any transaction that is illegal under applicable federal, state or local law. If use of your PIN constitutes an Electronic Funds Transfer, the terms and conditions of your EFT Agreement may also effect your rights.

**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 also agree to pay all interest 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 14 below also applies to your Account.

**4. Interest Charges.** The balances subject to the periodic Interest Charge are the average daily transactions balances outstanding during the month (new and previous). To get the average daily balance, we take the beginning balance of your Account each day, add any new purchases, cash advances, insurance premiums, debit adjustments or other charges and subtract any payments, credits and unpaid Interest Charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Interest Charge for a billing cycle is computed by multiplying the average daily balance subject to a Interest Charge by the Daily Periodic Rate times the number of days in the billing cycles.  
 You can avoid Interest Charges on purchases by paying the full amount of the entire balance owed each month within 25 days of your statement closing date. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to your Account, will be subject to a Interest Charge. Cash advances and balance transfers are always subject to a Interest Charge from the later of the date they are posted to your Account or from the first day of the billing cycle in which the cash advance or balance transfer is posted to your Account.

**5. Other Charges.** You promise to pay all fees disclosed to you on the Truth-in-Lending Statement, such as late payment fees, over-the-credit-limit fees, and other fees.

**6. Payments.** Each month you must pay at least the minimum payment shown on your statement by the due date specified on the statement. If your statement says the payment is "Now Due," your payment is due no later than twenty-five (25) days from the statement closing date or 21 days from the date we mail or deliver the statement, whichever is later. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra 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% 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. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

**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 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 interest charges, at the periodic rate charged before default, until what you owe has been paid, and any deposits that were given as security for your Account may be applied towards what you owe.

**8. If Your Card is Lost or Stolen or if an Unauthorized Use Occurs.** 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 (888) 213-2848, and you agree to follow up the call with notice in writing to us at: 718 E. Michigan Avenue, Jackson, Michigan 49201. 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 card and comply with such procedures as we may require in connection with our investigation, including filing a police report and otherwise assisting in the prosecution of any unauthorized user. You will be liable for any unauthorized use over the Visa Network only if we can prove that you were grossly negligent in your use or handling of your card, or if we can prove that you used the card fraudulently. Your liability for unauthorized use on networks other than the Visa Network will not exceed \$50.00. In any case, you will not be liable for any unauthorized use that occurs after you notify us of the loss, theft, or unauthorized use.

**9. Change of Terms.** The Credit Union may change the terms of this Agreement from time to time subject to applicable law. Notice of any change will be given in accordance with applicable law. 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.

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**10. 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 or verbal request.

**11. 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.

**12. Foreign Transactions; Currency Conversion.** Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States will be charged a foreign transaction fee in an amount to be determined by the Credit Union, regardless of whether there is a currency conversion associated with the transaction. The conversion rate in dollars will be 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 in each instance. 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; this may include internet transactions.

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

**14. Joint Accounts.** If this is a joint Account, 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, but both of you will still be responsible for repayment all amounts owing.

**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.

**16. Transaction Slips.** Your monthly statement will identify that merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advances, credit or other slips cannot be returned with the statement.

**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 the address(es) listed on your statement.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. 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:**

1. 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.
2. 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:

1. 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.)
2. 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.
3. 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 the address(es) listed on your statement. 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.