

**LGE Community Credit Union Visa[®]
Business Platinum Credit Card Agreement**

Disclosure Statement
Important Document
Please Keep for your Records

LGE Community Credit Union
P.O. Box 1188
Marietta, Georgia 30061
770-424-0060
LGEccu.org

This is your Agreement and Disclosure statement with LGE Community Credit Union. Your Agreement to all of these provisions, as amended from time to time including the card issued by us, will be shown by your application for the card, your acceptance of the card, or your use of the card, whichever occurs first. You agree that all statements made in your loan application for this card are accurate and truthful in all respects. Your acceptance and agreement to the terms is shown by your use of any account(s) or services.

General: This LGE Community Credit Union Visa Business Platinum Credit Card Agreement ("Agreement") governs the use of your LGE Community Credit Union Visa Business Platinum Credit Card Account ("Account"). Definitions Used to Understand Your Agreement with Us: In this Agreement, the word "Card" means either one or more VISA credit cards and any duplicates, renewals or substitutions we issue. The words, "you," "your," and "yours" mean all cardholders (borrowers); anyone any cardholder permits to use the Card(s); as well as any authorized user for whom an additional Card(s) is issued to the extent of their purchases and cash advances, as well as transactions by anyone they permit to use the Card(s). The word "cardholder" means any applicant or authorized user to whom a Card is issued by us. The words "Credit Union," "we," "us," and "our" mean LGE Community Credit Union. "Applicable Law" shall include: "(i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; and (ii) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time.

Use of Account and Conduct of Business: You represent, warrant and agree that this Account will be used solely for business and commercial purposes and not for any personal, family or household purpose. You agree to comply with all laws, statutes, regulations and ordinances pertaining to the conduct of your business and promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

Effective Date: The words "Effective Date" as used in this Agreement means the date specified in your Letter. You understand and agree that we may postpone, without penalty, any advance under your Account until all required security interests have been perfected and we have received all required personal guarantees or other documentation.

Promise to Pay Obligation: You promise to pay us, or to our order, without defense or setoff, the outstanding principal balance of all advances, fees and charges on your Account, together

with interest thereon, plus any other sums due under this Agreement. Subject to any grace periods, interest will be calculated from the date of each advance or other transaction until repayment in full. Each of you, if more than one, is jointly and severally liable on this Agreement. The means that we may require any of you to pay all amounts due under this Agreement, including credit advances made by any of you, even if it exceeds the authorized Credit Limit. Any one of you, on your request alone, may cancel your Account, request and receive advances or take any other action regarding your Account. We may release or modify the obligations of any one or more of you (or any guarantor) from responsibility under this Agreement, and the other obligors will remain fully responsible hereunder.

Credit Limit: This Agreement governs a line of credit for a maximum total dollar amount (including, without limitation, principal, interest, fees and charges) up to the dollar amount disclosed from time to time as your Credit Limit, shown initially on the Letter and thereafter on your Statement. You agree not to request any advance that will make your Account balance exceed your Credit Limit. If you exceed your Credit Limit, you agree to repay immediately the amount by which the balance of your Account exceeds your Credit Limit, even if we have not yet billed you for such amount. We may refuse to authorize or accept any request for an advance (including any Check) that would cause you to exceed your Credit Limit. Our payment of any amount in excess of your Credit Limit will not constitute an increase in your Credit Limit. We may reduce or increase your Credit Limit at any time and will notify you accordingly by Statement or otherwise. All card members will have access to 100% of the approved credit limit.

Advance: Provided that you are not in default and your right to request advances has not been terminated, suspended or canceled, you may obtain advances from your Account after the Effective Date. You may obtain advances by purchasing goods, labor, insurance, and/or services (including mail, telephone and electronic orders) through merchants or other parties that honor the Card ("Purchases"). If applicable, you may also obtain advances ("Cash Advances") by presenting your Card at any financial institution honoring such Card; Advances may be requested by an Authorized User specifically authorized and designated by you for such purpose.

Limitations on Your Ability to Obtain Advances: We will have no obligation to advance funds under your Account if: (i) you fail to make any payment when due; (ii) you or any guarantor is (or would be if we honored your request) in default under or otherwise in violation of the terms of your Account, this Agreement or any other agreement that you or any guarantor have with us or any of our affiliates; (iii) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of your Account or any other credit extension with us or any of our affiliates (whether made to you or to any other party); (iv) you have applied funds provided pursuant to the Account for purposes other than those permitted under the Agreement or authorized by us; (v) your Credit Limit has been or would be exceeded; (vi) your Check is post-dated, (vii) your Card, Check, or other access device has been reported lost or stolen; (viii) your Purchase, Cash Advance and/or Check is not signed by an "Authorized

User”; (ix) your request is less than the minimum amount required by this Agreement or otherwise is not permitted under the terms of the Agreement; or (x) we receive conflicting demands from any of you. If we honor any request for an advance under these conditions, then you must repay any such advance with interest in accordance with the terms of this Agreement, subject to applicable law. You hereby authorize us, in our sole discretion, to pay any post-dated Check and agree to hold us harmless against any and all liability arising from the payment of any such post-dated Check. If we receive conflicting demands or instructions from any of you, then we may, at our option, refuse to make any advance that has not been requested by all of you together. Our liability, if any, for wrongful dishonor of a request for an advance is limited solely to your actual damages. You hereby agree that if we dishonor a proper request for an advance for any reason as provided in the Agreement, it is not a wrongful dishonor. In no event will we be liable for any delay or refusal to follow instructions that occurs as a result of an actual or apparent conflict.

Additional Terms Regarding Advances if applicable: We will not be responsible for the failure or refusal of anyone to honor Cards, Checks or other access devices that we supply to you. If a merchant or others who honor your Card agree to give you a refund or adjustment in connection with a Purchase or Cash Advance, then you agree to accept a credit to your Account in lieu of a refund in cash or otherwise. You agree to return for statement verification a record and/or your copy of each sales draft, credit voucher, and cash advance draft, or automated teller machine receipt arising from an advance on your Account. We may choose not to return Checks along with your Statements.

Access Device Termination: Any Cards, Checks or other access devices that we supply to you must be returned to us or our agent immediately upon demand. If your Account is terminated for any reason, you must immediately follow our instructions for the return or destruction of all Cards, Checks and any other access devices that may have been issued. Any use of any Cards, Checks or other access devices following termination may be considered fraudulent. You will remain liable for any further use of Cards, Checks or other access devices notwithstanding termination should we honor advances by means of such Cards, Checks or other access devices.

Authorized User if applicable: The term "Authorized User" means: (i) in the case of a corporation, partnership, or limited liability entity, those individuals authorized and required to sign the Application, (ii) in the case of a sole proprietorship, the owner(s), or (iii) those other individuals designated in your Application as authorized to use Cards and obtain advances. Such Individuals must agree to execute other forms of signature identification as may be required by us.

Program Administrator: You agree that each individual that signed the Application (each an authorized "Program Administrator") will actively manage this Account and any services obtained in connection with this Agreement. You agree and acknowledge that we may rely on all directions and information we receive from each Program Administrator regarding the

Account and any services obtained under this Agreement. The Program Administrator's responsibilities include the following: (i) making Authorized Users aware that advances from the Account are for business use only; (ii) ensuring timely payments; (iii) notifying us immediately, and confirming in writing within two (2) days, if an Authorized User's authority to generate advances on the Account has been or will be revoked (because of a termination of employment or for any other reason); (iv) using reasonable efforts to collect and dispose of Cards, Checks and other access devices from Authorized Users when authority to generate advances are revoked; (v) providing to us, upon request, a statement as to whether or not an Authorized User has been reimbursed for advances from the Account; and (vi) at our request, notifying us of an Authorized User's last known address and telephone number.

Monthly Statement. We will generate one monthly statement provided to you electronically or by mail at the address or email on file at the time the statement is generated. A statement will generate if your account has activity, including debits, credits, Finance Charges or other charges during the Billing Cycle. You must pay us (or if we elect, to any party to whom we transfer and assign your Account) according to the Terms and Conditions of the Account.

Terms and Conditions (including Federal Truth in Lending Disclosure):

(a) The conditions under which a Finance Charge will be imposed:

Finance Charge - The cost of credit extended to you on the Account resulting from applying the Periodic Rate to the Average Daily Balance.

(1) Purchases. A Finance Charge will accrue from the date the transaction posts to the account during a Billing Cycle when there is a Previous Balance and it is not paid in full within the first 25 days of the Billing Cycle. A Finance Charge that will accrue from the first day of the next Billing Cycle will be imposed on Purchases included in the New Balance when the entire New Balance is not paid in full within 25 days after the Closing Date.

(2) Cash Advances/Balance Transfers - Credit extended by us to you in the form of a loan made when you present the Card to us or to any financial institution honoring the Card, or use of any other credit instrument, device, overdraft coverage plan or automated teller machine we make available to you. A Finance Charge computed on a Periodic Rate Basis will be imposed on Cash Advances/Balance Transfers from the date posted to the Account to the date paid. The Finance Charge accrued on Cash Advances/Balance Transfers between the Closing Date of the Billing Cycle and the date your Account is credited will appear on your next statement. There is no grace period within which to pay to avoid this Finance Charge.

(3) If your Account is subject to a Finance Charge, then the more that you pay and the sooner you pay the less your Finance Charge will be.

(b) The method of determining the balance upon which a Finance Charge will be imposed:

(1) We calculate the Cash Advance/Balance Transfers Finance Charge on your Account by applying a Periodic Rate to the "Average Daily Balance" of Cash Advances/Balance Transfers (*rounded to the nearest penny*), on your Account (including current transactions for Cash Advances). To determine the "Average Daily Balance" of Cash Advances/Balance Transfers we begin with the previous day's ending, Principal Cash Advance Balance/Balance Transfers (fees are not included). To this balance, for each day in the billing period, we add new cash advances, new balance transfers, new convenience checks, and other debit transactions; then subtract any principal payments or other credit transactions. The sum of the ending daily balances for the Billing Period is then divided by the number of days in the Billing Period. The result is the "Average Daily Balance" of Cash Advances/Balance Transfers.

(2) We calculate the Purchase Finance Charge on your Account by applying a Periodic Rate to the "Average Daily Balance" of Purchases (*rounded to the nearest penny*), on your Account (including current transactions for Purchases). To determine the "Average Daily Balance" of Purchases we begin with the previous day's ending, Principal Purchase Balance (fees are not included). To this balance, for each day in the billing period, we add new Purchases and other debit transactions; then subtract any principal payments or other credit transactions. The sum of the ending daily balances for the Billing Period is then divided by the number of days in the Billing Period. The result is the "Average Daily Balance" of Purchases. If the entire Previous Balance is paid in full within the first 25 days of the Billing Period, the Average Daily Balance of Purchases will be considered to be \$0.

(c) The method of determining the amount of the FINANCE CHARGE: The FINANCE CHARGE imposed during a Billing Cycle will be determined by:

(1) Multiplying the Average Daily Balance of Cash Advances by the Monthly Periodic Rate for Cash Advances; the corresponding ANNUAL PERCENTAGE RATE is determined by multiplying the Monthly Periodic Rate by 12.

(2) Multiplying the Average Daily Balance of Purchases by the Monthly Periodic Rate for Purchases; the corresponding ANNUAL PERCENTAGE RATE is determined by multiplying the Monthly Periodic Rate by 12.

(3) Adding the results of (1) and (2).

(4) The FINANCE CHARGE and ANNUAL PERCENTAGE RATE are determined by the application of a Variable Rate and may vary monthly: The Monthly Periodic Rate will be determined monthly in advance of the Billing Cycle to which it will be applied, during the last week of the preceding month, in the following manner: (a) We will determine the average of the 26-Week Treasury Bill ("T-Bill") Rates for the preceding four weeks, (b) then we will add 12% percentage points to such T-Bill Rate, as announced, for Purchases, **and 12% percentage points to such T-Bill Rate, as announced for Cash Advances/Balance Transfers**; (c) We will then divide the resulting percentage by 12 to determine the Monthly Periodic Rate applicable to **Cash Advances/Balance Transfers** and Purchases for the next Billing Cycle. If the Federal Reserve Bank should cease publishing the 26-Week T-Bill Rate, then we reserve the right to change the index or method of computing your interest. If we do change the index, we will notify you.

(5) An increase/decrease in the 26-week T-Bill will cause a corresponding increase/decrease in the ANNUAL PERCENTAGE RATE, and will increase/decrease the number of your payments of the same amount. An increase/decrease in the T-Bill will take effect on the first day of the Billing Cycle.

(6) The Monthly Periodic Rate for Purchases or Cash Advances/Balance Transfers will not exceed 1.5000% (corresponding ANNUAL PERCENTAGE RATE of 18%).

(7) Please see Attachment 'A' for the current ANNUAL PERCENTAGE RATE.

(d) The conditions under which any Other Changes may be imposed:

(1) Late Payment Charge. If you do not pay a Minimum Payment within 10 days after the Closing Date of the Billing Cycle within which it is due, a Late Payment Charge will be imposed on your Account. Please see Attachment "A" for current Late Payment Fee.

(2) Returned Check Fee. If any check in payment of your Account is returned unpaid for any reason we may charge a returned check fee. Please see Attachment "A" for current Returned Check Fees.

(3) Statement/Charge Slip Copy Fee. We may impose a charge for each copy of your monthly statement that you request. We may impose a charge for each copy of a standard transaction-charge slip you request and for each copy of a travel and entertainment transaction-charge slip you request the charge. No charge will be imposed in connection with any good faith assertion of a billing error given to us in writing. Please see Attachment "A" for current Statement/Charge Slip Copy Fees.

(4) Stop Payment Fee. If we accept a stop payment order from you on a Convenience Check, we will charge your Account a stop payment fee. Please see Attachment "A" for current Stop Payment Fees.

(5) Insufficient Funds Charge. If you issue a Convenience Check in excess of the available balance in your Credit Line, you agree to pay an insufficient funds charge for each such item, whether or not we honor such item. Please see Attachment "A" for current Insufficient Funds Charge fees.

(e) The minimum periodic payment required:

(1) Minimum Payment. If you elect not to pay your balance in full, a payment according to the following schedule must be made by you within 25 days after the Closing Date of the Billing Cycle as shown on your statement. If your New Balance is less than \$10.00; it must be paid in full. Otherwise, your Minimum Payment will be 2% of the New Balance, but not less than \$10.00. In addition to the above, your Minimum Payment will include the amount of all past due payments and may include the amount by which the New Balance exceeds the Credit Line for the Account.

(f) Application of Payments: Payments in excess of the minimum payment will be applied first to the card balance bearing the highest rate of interest and any remaining portion to the other balances in descending order based on the applicable annual percentage rate.

(g) Notice in the Case of Lost or Stolen Card(s) / Unauthorized Use: Company shall be liable for any and all authorized charges and cash advances made with any and all of the cards we issue and/or renew under this agreement and shall pay same together with any finance charges, expenses or other charges accrued. Unauthorized use is any use by an individual other than an authorized user without the knowledge or consent of Company or an authorized user to whom a card was issued. Where there is unauthorized use the Company's liability shall be determined pursuant to these definitions and 12 CFR 226.12(b); however, where Credit Union reasonably believes that the Company may issue or provide authorized use to 10 or more persons, the Company shall be responsible for all authorized and unauthorized use. If Company or an authorized user believes that the Card has been lost or stolen, the credit union must be notified at **(770) 424-0060 or (866) 677-7151**.

LGE Community Credit Union

P.O. Box 1188

Marietta, Georgia 30061

DEFAULT: You may be considered to be in default if (a) you do not pay on time or in the proper amount; (b) I fail to adhere to any of the terms of this Agreement; (c) any representation or statement made or furnished to us by you or on your behalf is false or misleading either now or at the time made or furnished; (d) a material change occurs in your ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (e) you liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (f) you sell any assets except in the ordinary course of your business as now conducted, or sell, lease, assign or transfer any substantial part of your business or fixed assets or any property or other assets necessary for the continuance of your business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (g) you cease doing business, become insolvent, a receiver is appointed for all or any part of your property, you make an assignment for the benefit of creditors, or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (h) any guaranty of your indebtedness to us, whether related or unrelated to your Account, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by any guarantor is false or misleading); (i) you or any guarantor (whether on your Account or any unrelated amount owed to us by you) dies; if you are a sole proprietorship, the owner dies; if you are a partnership, any general or managing partner dies; if you are a corporation, any principal officer or 10.00% or greater shareholder dies; if you are a limited liability company, any managing member dies; if you are any other form of business entity (any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (j) any creditor tries to take any of your property on or in which we have a lien or security interest, whether related or unrelated to your Account, including a garnishment of any of your accounts with us; (k) a judgment or judgments is entered against you or any guarantor(s) (whether on your Account or any unrelated amount owed to us by you) in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days or stayed pending appeal; (l) an involuntary lien or liens is attached to any of your or any guarantor's assets or property (whether on your Account or any unrelated amount owed by you to us) and not satisfied within thirty (30) days or stayed pending appeal; (m) an adverse change occurs in your financial condition or applicable credit histories; (n) we in good faith deem you insecure; (o) you are in default under any agreement for borrowed money or any other material contract; or (p) any of the events described in this default section occurs with respect to any guarantor.

Our Rights Upon Default: Upon default, the entire unpaid principal balance of your Account and all accrued and unpaid interest thereon and all other sums owing, less any unearned refundable charges and subject to legal limits, will be immediately due and payable and you will immediately pay that amount and we may, but are not required to, immediately terminate or suspend making advances or otherwise extending any further credit to you under this Agreement. Upon your failure to pay all amounts due pursuant to this paragraph, we may, at

our option and if not prohibited by applicable law, immediately increase the rate for each balance on your Account to **18.00%**. We may hire or pay someone else to help collect your Account if you do not pay. You will pay us any collection costs incurred by us. This includes, subject to any limits under applicable law, our attorneys' fees and our legal expenses, including attorneys' fees and legal expenses for bankruptcy proceedings, civil actions, arbitration proceedings, declaratory actions or other filings or proceedings, declaratory efforts to modify or vacate any automatic stay or injunction, appeals, and any anticipated post-judgment collection services. You will also pay any court costs, in addition to all other sums provided or allowed by law. The initial Default Rate is shown on the Letter.

TERMINATION (Other than By Default): Upon ninety (30) days prior written notice ("Termination Notice") to you, we may terminate your Account and demand full payment for all advances there under, together with accrued interest, thereon and all other amounts owing under the Account, less any unearned refundable charges and subject to legal limits. If we do so, we will not allow any further advances to you under this Agreement, and you agree to return or destroy any Cards or other access devices immediately. If a request for an advance is presented to us for payment after we terminate your Account and we process it for payment or you otherwise obtain an advance, you agree that we may add the amount of that advance to your outstanding Account balance. If we terminate your Account, you will remain liable for all obligations under this Agreement.

You may terminate your Account at any time by: (i) paying us in full the outstanding and unpaid principal balance plus accrued interest thereon, and all other sums due less any unearned charges and subject to Legal limits; (ii) notifying us in writing that you are terminating your Account; and (iii) immediately returning or destroying all Cards, Checks or other access devices.

OTHER TERMS

Guarantors: By signing the application for this account and/or any agreements addressing your guaranty you are intending to induce Credit Union to make, renew, or extend a loan or loans to the Borrower, and you personally and unconditionally guarantee the prompt payment when due to the Credit Union, and any other holder of the above Agreement of the entire amount owing on the Agreement if the Borrower defaults in payment or performance of any obligations to the Credit Union. This is a guaranty of payment and not of collection. You waive notice of acceptance of this guaranty and agree Credit Union does not have to notify provide notice if any payments under the Agreement have not been paid or if the Borrower has otherwise defaulted. Credit Union can change the terms of the Agreement or the schedule of payments or release any security of any Borrower without notifying or releasing any guarantor from responsibility under this guaranty. You agree to be bound by all terms of this Agreement and agree to pay all amounts owing under the Agreement on demand, without requiring Credit Union to bring suit or take any action against the Borrower or any collateral for the Agreement. If the Credit Union sues to enforce this Guaranty Agreement, you agree to pay all reasonable

attorneys' fees of the holder of this Guaranty equal to not less than twenty (20%) percent of the outstanding balance owing on the Agreement, or such higher amount actually incurred.

Security Interest: To reduce the possibility of loss, Borrower and each guarantor grants to the Credit Union a lien on all shares and agree that all collateral pledged to secure any loan obligation owed to us will also secure payment of your other obligations. This pledge will secure all obligations owed at the time of the pledge or which arise thereafter. This applies to all debts regarding Borrower's loan and each advance and all obligations under any credit card agreement with us. "Shares" for the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, and otherwise, "share(s)" mean all deposits in any share savings, share draft, club, share certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future, all of which are deemed "general deposits," for the purpose of your pledge. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest

Financial Information and Reevaluation of Credit: You and each guarantor (If any) authorize us to obtain business and personal credit bureau reports in your and any guarantor's name, respectively, at any time and from time to time. You and each guarantor (if any) agree to submit current financial information, a new credit application, or both, in your name and in the name of each guarantor, respectively, at any time promptly upon our request. Based on our review of this information, we may at any time and from time to time, at our sole discretion and subject to any applicable notice requirements, increase or decrease your Credit Limit, increase or decrease your Margin and interest rate, or terminate this Agreement, as permitted by applicable law. We may report our credit experiences with you and any guarantor of your Account to third parties as permitted by law. You also agree that we may release information to comply with governmental reporting or legal process which we believe may be required, whether or not such is in fact required, or when necessary or helpful In completing a transaction, or when investigating a loss or potential loss. YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE CREDIT OBLIGATIONS HEREUNDER.

Foreign Transactions: Purchases using a LGE Community Credit Union Visa Business Platinum Credit Card made in foreign countries and foreign currencies will be billed to me in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA International, Inc.

If a transaction is made at a merchant or ATM that uses a currency other than U.S. dollars, Visa International Incorporated will convert the charge into a U.S. dollar amount. Visa will use the government-mandated conversion rate in U.S. dollars or a wholesale currency market rate based on the transaction processing date.

I understand that you have no control over the conversion rate and that the currency conversion rate used by Visa on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

A separate Visa International Service Assessment (ISA) Fee of 1% will apply for each foreign currency transaction. The ISA fee will be charged directly to you and will appear on my statement as an additional charge.

MISCELLANEOUS

Delay or Waiver of Enforcement: We may delay or waive the enforcement of any of our rights under this Agreement or applicable law, without losing the delayed or waived right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating your Account for non-payment will not constitute any waiver of our right to terminate your Account in the future if you have not paid as required by this Agreement.

Notices: Except as otherwise provided in this Agreement, notice under this Agreement must be in writing. Notices will be deemed given when deposited in the U.S. mail, postage prepaid, first class mail, when delivered in person, or when sent by registered mail, by certified mail, or by nationally recognized overnight courier. Notice to you will be sent to your last known address in our records for this Account, attention: Program Administrator. Notice to any of you will be deemed notice to all of you. Notice to us may be sent to: LGE Community Credit Union, P O. Box 1188, Marietta, GA 30061. You agree to notify us immediately if you change your name, your address or other contact information or your employer, if there are any errors in your Statement, if you lose any access device or any access service or device is compromised, if any unauthorized person uses your Account or if any of you dies, is declared incompetent or is the subject of a bankruptcy or insolvency proceeding. You agree that a notice of incompetence is not effective unless issued by a court having jurisdiction and we receive notice and instruction from the court. Notwithstanding the above, we may, at our option, accept other evidence of incompetence acceptable to us, and you agree to indemnify and hold us harmless from and against any and all claims relating to acceptance or non-acceptance of proof of incompetence in any transaction. This indemnity will survive termination of your Account and this Agreement.

Waiver of Notices and Other Terms: Except for any notices provided for in this Agreement, you and any person who has obligations pursuant to this Agreement (e.g., a guarantor), to the extent not prohibited by applicable law, hereby waives demand, notice of nonpayment, notice of intention to accelerate, notice of acceleration, presentment, protest, notice of dishonor, and notice of protest. To the extent permitted by applicable law, you and any person who has obligations pursuant to this Agreement also agree: we are not required to file suit, show diligence in collection against you or any person who has obligations pursuant to this Agreement, or proceed against any collateral; we may, but will not be obligated to, substitute, exchange or release any collateral; we may release any collateral, or fail to realize upon or perfect our security interest in any collateral; we may, but will not be obligated to, sue one or more persons without joining or suing others: and we may modify, renew, or extend this Agreement (repeatedly and for any length of time without notice to or approval by any person who has obligations pursuant to this Agreement (other than the party with whom the modification, renewal or extension is made).

Transfer and Assignment: Without prior notice or approval by you, we reserve the right to sell or transfer all or any portion of our interest in this Agreement to another lender, entity or person. Your rights and obligations under this Agreement belong solely to you and may not be transferred or assigned by you. Your obligations however, are nonetheless binding upon you and your heirs, legal representative, successors, and assigns.

Governing Law: This Agreement is entered into and will be performed in Massachusetts and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Massachusetts, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You agree to submit to the personal jurisdiction of the courts of the State of Massachusetts.

Interpretation: The names given to paragraphs or sections in the Agreement are for convenience of reference only. They are not to be used to interpret or define the provisions of this Agreement. This Agreement is the best evidence of your agreement with us. If a court responsible for interpreting the Agreement finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of the Agreement will not be valid and enforced and, to the extent permitted *by law*, the rest of the Agreements are therefore binding, valid and enforceable. If *you* or we go to court or otherwise seek to enforce the Agreement, we *may*, to the extent permitted by law, use a copy, filmed or electronic, of *any* periodic statement, the Agreement or any other document to prove what you owe us or that a transaction has taken place. The copy of the microfilm, microfiche, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a manifest billing error, our most current Statement, if any, is the best evidence of your obligation to pay.

Change In Terms: We may change any of the terms of your Account at any time (including, without limitation, any terms of this Agreement) subject to any required notice to you in compliance with applicable law. We will provide you with such notice as is required by law by mailing such notice to you at the last known address shown in our records for your Account, attention: Program Administrator. Subject to applicable law, and provided that we do not notify you otherwise, any changes will apply to the outstanding principal balances of your Account as well as to future advances.

Monitoring, Recording and Electronic Communications: In order to ensure a high quality of service for our cardholders, we may monitor and/or record telephone calls between you and our employees. You acknowledge that we may do so and agree in advance to any such monitoring or recording of telephone calls. You also agree that we may communicate with you electronically by e-mail.