AMERICAN EAGLE FEDERAL CREDIT UNION VISA® Platinum Credit Card Agreement

NOTICE: "See last page for important information regarding the right to dispute billing errors."

Definitions. This is the Cardholder Agreement and Disclosure ("**Agreement**") that governs the use of your VISA® Credit Card Line of Credit account with American Eagle Federal Credit Union (your "**Account**"). This Agreement supersedes any and all prior agreement(s) concerning the Account. Please read it and keep it for your records.

In this Agreement, the words **you** and **your** mean each and all of those who apply for a Card and accept this Agreement, individually and together. **Card** means the VISA® Credit Card and any duplicates and renewals we issue. "**P.I.N.**" means Personal Identification Number issued by us for use to access our Electronic Remote Teller (CURT), the VISA®ATM Network automated teller machines (ATMs), or any other type of electronic terminal that provides access to the VISA® system. Everyone who receives, signs, or uses a Card issued under this Agreement must be a member of this Credit Union. **We**, **us**, and **our** mean American Eagle Federal Credit Union. Unless the context requires otherwise, "**Cash Advance**" means (a) any use of the Account to obtain cash, foreign currency, money orders, wire transfers, travelers' checks, lottery tickets, vouchers redeemable for cash, checking account overdraft advances, and similar cash or cash-equivalent transactions, and also (b) all Balance Transfers and Convenience Checks posted to the Account. In this Agreement, words in the singular include the plural and words in the plural include the singular unless the context specifically requires otherwise.

1. Responsibility. When a Card is issued to you, you agree to repay all debts and the FINANCE CHARGE and other fees arising from the use of the Card and the Account. 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 and return all Cards. If more than one of you applied for a Card and accepted this Agreement (see Section 24 below), each of you is fully responsible for paying all amounts owed under this Agreement in full. Your obligation to pay the full 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.

You agree that the Card and Account will only be used for personal, family, or household purposes, and will not be used for business purposes.

2. Lost Card Notification/Liability for Unauthorized Use. If you believe the Card has been lost or stolen or might have been used without your authorization, immediately call 1.800.449.7728 to report the lost or stolen Card. You may be liable for the unauthorized use of your Card before you notify us. You will not be liable for any unauthorized use that occurs after you notify us. In any case, your liability will not exceed $50. You agree to cooperate with the investigation of the loss, theft, or unauthorized use of your Card including providing whatever reasonable information we require.

3. Credit Line. If we approve your application, we will establish a self-replenishing Credit Line for you and notify you of its amount when we issue the Card. We may also establish, in our discretion, separate limits ("Authorized Limits") for purchases and for Cash Advances (including, in our discretion, separate Authorized Limits for different types of Cash Advances). These Authorized Limits may be less than or equal to the approved Credit Line for your Account. We do not have to approve a purchase or a Cash Advance transaction that would cause you to exceed any applicable Authorized Limit we establish for your Account.

You agree not to let the Account balance exceed the approved Credit Line. After your payment is processed, each payment you make on the Account will restore your Credit Line (and any applicable Authorized Limit) by the amount of the payment that is applied to principal. You may request an increase in your Credit Line by written application to the Credit Union or by calling 1.800.842.0145.

By giving you written or oral notice (if and as permitted by applicable law), we may increase or reduce your Credit Line from time to time with good cause, revoke your Card, terminate your Credit Line, and terminate this Agreement. Good cause includes (but is not limited to) your failure to comply with this Agreement or being in default (see Section 9), our adverse reevaluation of your credit-worthiness, or our decision to stop offering credit card accounts similar in type to your Account. You may also terminate this Agreement at any time by sending us written notice of termination, but termination by either you or us does not affect your obligation to pay the Account balance. The Cards remain our property and you must recover and surrender to us all Cards immediately upon our request and upon termination of this Agreement.

4. Credit Information. You authorize us to investigate your credit standing when opening, renewing, or reviewing your Account, and you authorize us to disclose information regarding your Account to credit bureaus and other creditors who inquire of us about your credit standing to the extent authorized in our By-Laws and under applicable law.

5A. Monthly Payment. In each month in which you have a credit or debit on your Account, or a FINANCE CHARGE has been imposed, we will mail you a statement showing your Previous Balances of purchases and Cash Advances, the current transactions on your Account, the remaining credit available under your Credit Line, the New Balances of purchases and Cash Advances, the Total New Balance, the FINANCE CHARGE due to date, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. 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.

The Minimum Payment will be either (a) 2.5% of your Total New Balance or $25, whichever is greater, or (b) your Total New Balance, if it is less than $25, plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid, plus (d) any unpaid fees that have been added to your Account as described in Section 8 below. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. If we revoke your Card or terminate your Credit Line, or if you are in default (see Section 9) we may increase your Minimum Payment after giving you any notice required by applicable law.

5B. Skip Payment Option. At our option, we may choose to not require you to make a Minimum Payment during certain designated billing cycles. If, pursuant to an allowed skip payment, you do not make your Minimum Payment as otherwise provided in this Agreement, you understand that we will continue to apply FINANCE CHARGES to your Account. Beginning with the billing cycle following an allowed skip payment, all other provisions of this Agreement shall apply.

6. Payment Allocation. Upon receipt of a payment from you, we will first apply the payment to the Minimum Payment amount due. Any extra amounts shall be applied first to the Account balance bearing the highest rate of interest and then to each successive balance bearing the next highest rate of interest, until all amounts owed on the Account are paid in full.

7A. ANNUAL PERCENTAGE RATE (APR). The ANNUAL PERCENTAGE RATE (APR) will be a VARIABLE rate. The APR will be based on the U.S. Prime Rate as published in the *Wall Street Journal* on the 10th business day of December each year (the "**Prime Rate**"). **Your APR will be based upon your credit history and credit score, and determined by adding a margin of either 4.65%, 6.25%, 8.25%, 11.25%, or 12.25% to the Prime Rate.** If the Prime Rate changes (increases or decreases) from the prior year, your APR will increase or decrease based on this Prime Rate change. Any new APR resulting

from a change to the Prime Rate will be effective with your first billing cycle that ends in February (i.e., your billing cycle that starts in either mid- or late-January). However, we may choose at our option and in our sole discretion to delay an APR increase resulting from an increase to the Prime Rate by one or more billing cycles. We do not have to give you advance notice of changes to the APR that are due to changes to the Prime Rate. Account statements will show the APRs that were in effect during the billing cycles covered by the statements.

We also reserve the right to re-determine the margin that applies to your Account more frequently than and/or on dates other than those described above when the Prime Rate itself is subject to change. We may review your credit worthiness several times a year. Based on changes to various risk factors, including but not limited to, credit scores and other information obtained from various outside agencies, your margin (and therefore your APR) may be increased or decreased from time to time. However, we will not increase your margin during the first year after your Account is opened. If your margin and APR are increased due to a change in any of these risk factors, your Account will be reviewed semi-annually in an effort to restore your previous margin and previous APR. We will give you advance written notice of the effective date for any increase to the margin and any corresponding increase to your APR, as required by applicable law.

An increase to your APR (whether due to an increase to your margin or an increase to the Prime Rate) will increase the Finance Charges payable on your Account until your APR decreases (whether due to a decrease to the Prime Rate or a decrease to your margin).

Regardless of the rate as determined by adding the Prime Rate and your margin, the Annual Percentage Rate will never exceed **18%** (a monthly periodic rate of 1.5%).

7B. Failure to Make Minimum Payment - Penalty APR. We may increase the APR applicable to your outstanding balances to **18% APR** (a monthly periodic rate of 1.5%) if we have not received a required Minimum Payment within sixty (60) days after the payment is due. If we intend to increase your APR under these circumstances, we will give you written notice at least 45 days prior to the effective date of the change. This increased APR will remain in effect for no longer than six (6) months, provided that you make all required Minimum Payments on time during that period. If you fail to make all required Minimum Payments on time for six (6) consecutive billing cycles, the 18% APR will remain in effect until you do so.

7C. FINANCE CHARGES. The PERIODIC RATE (FINANCE CHARGE) will be one-twelfth of the APR. You can avoid a FINANCE CHARGE on purchases by paying the Total New Balance (including all Purchases, Cash Advances, Balance Transfers, finance charges and other fees) 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 FINANCE CHARGE. Cash Advances are always subject to FINANCE CHARGE from the date they are posted to your Account. If Balance Transfers or Convenience Checks are used, the amount of each we pay will be charged to your Account as a Cash Advance and subject to FINANCE CHARGES as Cash Advances.

We calculate the FINANCE CHARGE on your Account by applying the periodic rate to the average daily principal balances of purchases and Cash Advances on your Account (including new transactions) each billing cycle. To get the average daily principal balance, we take the principal balances of purchases or Cash Advances each day during the billing cycle, beginning with the principal portion of your Previous Balances, reduced by payments you make and credits we apply, and increased by new purchases and Cash Advances you make and debit adjustments we make during the billing cycle. We add up all the daily principal balances and divide the total by the number of days in the billing cycle to produce separate average daily principal balances for purchases and Cash Advances to which the periodic rate is then applied. (We treat a credit balance as a zero balance when we figure the average daily principal balance.)

8. Fees and Other Charges. The following other charges (fees) will be added to your Account, as applicable:

a) Over-the-Credit-Limit Fee with Opt-In: If a transaction will cause you to exceed your Credit Line, we will not complete the transaction until you "opt-in" by giving us your express permission to exceed your Credit Line. If you opt-in, we will charge your Account an **over-the-credit-limit fee of up to $24.00** in the billing cycle that the Credit Line is exceeded. Once you opt-in and allow us to exceed your Credit Line, we may charge you an over-the-credit-limit fee for each additional billing cycle in which you exceed your Credit Line until you revoke the authorization, to the extent permitted by applicable law. You may opt-in or opt-out by submitting a request in writing to the Credit Union or by calling 1.800.842.0145.

b) Late Payment Fee: We will charge your Account a late payment fee of up to **$25.00** if a required Minimum Payment has not been received by the payment due date printed on your billing statement.

c) Card Replacement Fee: We will charge your Account a **$5.00** fee each time you request a replacement card. (Lost/Stolen)

d) Copy of a Statement Fee: We will charge your Account **$1.00** per statement copy fee whenever you request statements for billing cycles other than the most recent 2 months.

e) Rush Card Delivery Fee: We will charge your Account a rush card(s) delivery fee of **$10.00** should you request overnight delivery of a card.

f) Cash Advance Fee: We will charge your Account a Cash Advance fee of **$5.00** minimum or **3%** of the amount of the advance, but not more than **$120.00,** when you obtain a Cash Advance in the form of cash, currency, or vouchers redeemable for cash (other than a checking account overdraft advance) from an automated teller machine (ATM), the Credit Union, or other financial institution.

g) Balance Transfer and Convenience Check Fee: We will charge your Account a Cash Advance fee of **$5.00** minimum or **3%** of the amount of the advance, but not more than **$120.00**, when you transfer a balance to the Account or use a Convenience Check (unless specifically waived during a special promotion).

9. Default. You will be in default if (a) your ability to repay us is materially reduced by a change in your employment or income, an increase in your obligations, or bankruptcy or insolvency proceedings involving you, (b) you die or are declared legally incompetent, or (c) you fail to abide by this Agreement, or (d) the value of our security interest (see Section 16) materially declines as compared to the total amount owed on your Account. We have the right to terminate your Credit Line or your Account, increase your Minimum Payment, and 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 collection agency fees, court costs and reasonable attorney's fees. We may also terminate your Credit Line and your Account as described in Section 3 above.

10. 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® merchant, or 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 use your Personal Identification Number (P.I.N.) in conjunction with your Card or obtain Cash Advances from our electronic remote teller machines (CURTs), the VISA® ATM Network automated teller machines (ATMs), or any other type of electronic terminal that provides access to the VISA® system at any hour of the day (not all ATMs provide such access). If you use our electronic remote teller machines (CURTs), the VISA®ATM Network automated teller machines (ATMs), or any other type of electronic terminal that provides access to the VISA® system, the dollar amount you may withdraw

each day is limited to no more than $1,000 or your applicable Authorized Limit or available Credit Line (see Section 3 above), whichever is less. For security reasons, the number of Cash Advances on your Account from VISA® ATM Network automated teller machines (ATMs) will be limited to 5 transactions each day.

11. Using the Account. We offer Convenience Checks for use with your Account as an optional means to purchase goods or services or to obtain cash. If you do not wish us to send Convenience Checks to you, we will flag your Account upon written notification from you. If Convenience Checks are used, the amount of each Convenience Check we pay will be charged to your Account as a Cash Advance and subject to FINANCE CHARGES as outlined in **Section 7C. FINANCE CHARGES** and **Section 8(h) Fees and Other Charges**. There is no charge for the cost of supplying you with Convenience Checks. Convenience Checks may be used only by a Cardholder and must be completed and signed in the same way as a regular personal check. We will not certify a Convenience Check and you may not request a stop payment of a Convenience Check. Convenience Checks, which you use and we pay, are not returned to you but are identified on your monthly billing statement. We will pay each Convenience Check you use except that you agree you will not write a Convenience Check and we do not have to pay any Convenience Check under the following circumstances: (a) you do not have enough available credit in your Account; (b) your Account has expired, or your right to use your Account has been suspended or cancelled by us; (c) your Card or Convenience Checks have been reported lost or stolen; (d) your Convenience Check is postdated (shows a future date); or (e) you are in default under this Agreement as outlined in **Section 9. Default**. If we do not pay a Convenience Check written against your Account, we will return it to the payee.

12. Credit Union Checking Account Overdraft Credit Line. Your VISA® Account will enable you to prevent overdrafts on your Credit Union Checking Account. Provided you have contracted for a Credit Union Checking Account with Overdraft Protection, and you are entitled to Cash Advances under your VISA® Account, we may correct an overdraft on your Credit Union Checking Account by advancing funds into your Checking Account as needed to cover the exact amount of the overdraft up to your available VISA® Credit Line. The advanced funds will post as a Cash Advance and will be added to your Cash Advance balance and FINANCE CHARGES will apply as outlined in **Section 7C. FINANCE CHARGES** and **Section 8(f) Fees and Other Charges**. Any loan amounts transferred to your Checking Account in excess of the drafts presented for payment at that time will remain in your Checking Account for future use.

13. 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 or more, refund it on your written request or automatically after 6 months.

14. Foreign Transactions. Purchases and Cash Advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The U.S. dollar exchange rate for the foreign currency used for a Purchase or Cash Advance is a rate selected by VISA® from the 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, plus one (1) percentage point (1.0%). If a Purchase or Cash Advance is made in a foreign country or with a foreign payee in U.S. dollars, a 0.80% International Service Assessment will be imposed on the dollar amount of the foreign transaction.

15. Merchant Disputes. We are not responsible for the refusal of any merchant or financial institution to honor your Card. Please see the section, "**YOUR BILLING RIGHTS**," at the end of this Agreement for information about billing errors, billing disputes, and certain disputes you may have with merchants about purchases made with your Card.

16. Security Interest. To secure the payment to us of what you owe on your Account, you grant us a purchase money security interest under the Uniform Commercial Code in any movable goods you purchase through the Account. If you default, we will have the right to recover any of these movable goods that have not yet been paid for through our application of your payments in the manner described in **Section 6. Payment Allocation.** We will not take (and we disclaim) any purchase-money security interest in goods purchased through the Account that are permanently incorporated into or permanently attached to your primary residence.

17. Credit Insurance. If you choose the voluntary Payment Protection Plan, the premiums for such coverage will be added to your outstanding balance appearing as a purchase.

18. Nonwaiver of Rights. We can delay enforcing any of our rights under this Agreement or under applicable law without losing those rights or any of our other rights. For example, we can accept late payments or partial payments without losing any of our rights under this Agreement.

19. Law That Applies. This Agreement and the rights and remedies given to you and us by this Agreement will be governed by federal law and (to the extent not preempted by federal law) Connecticut law.

20. Illegal and Prohibited Transactions. Your VISA® Card and Account may not be used for any illegal transaction. Use of your Card or Account for any gambling transactions (including obtaining a Cash Advance for purposes of gambling), whether such transaction is legal or illegal, is prohibited. We may, in our discretion, disapprove and reject Card and Account transactions (based on merchant and/or transaction category code and/or other codes or information provided in connection with such transactions) that appear to be for the purchase of lottery tickets, casino gaming chips, off-track bets or wagers, or similar transactions, whether such transactions are in fact for gambling or for other purposes. To reduce the risk of fraudulent and unauthorized transactions, we may also restrict, prohibit, or block the use of your Card and Account in certain foreign countries. Regardless of whether we are able to block an Account transaction, however, you remain responsible for repaying all amounts arising from the use of the Card and the Account, as described in Sections 1 and 2 above.

21. Effect of Agreement. This Agreement is the contract that 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. Headings and captions used in this Agreement are only for convenience and are not to be used to interpret or limit the provisions of this Agreement. We may amend this Agreement from time to time by sending you advance written notice as required by law. Your use of the Card or Account 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.

22. Change in Employment, Income or Obligations. You agree to notify us promptly in writing if your employment status changes or if there is any significant change to your income or obligations.

23. Acceptance of Agreement. You understand that use of your VISA® Card or Account will constitute acceptance of the terms and conditions contained in this Agreement. If you do not agree to the terms of this Agreement, you may notify us that you are rejecting the Account, in which case you will not be obligated to pay fees in connection with the Account, provided that (a) you have not used the Account (and have not allowed anyone else to use the Account) and also (b) you have not made any payment on the Account after receiving an Account statement from us.

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:

American Eagle Federal Credit Union
Cardholder Services
Post Office Box 31112
Tampa, FL 33631-3112

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 statement, 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 statement 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 statement. 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 statement 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:

American Eagle Federal Credit Union
Visa Department
Post Office Box 280128
East Hartford, CT 06128-0128

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.