FLORIDA CREDIT UNION

PLATINUM RATE BALANCE TRANSFER CREDIT CARD AGREEMENT

May 1, 2012

In this Agreement, the singular includes the plural; "Agreement" means the terms, conditions and disclosures herein; "Card" means the VISA credit card and any duplicates, renewals or substitutions thereof; "you" and "your" means each person or entity whose name is embossed on the face of the Card, each person or entity who signs, uses or authorizes use of the Card, and each person who signed the Application for the Card; "Account" means your credit card line of credit account with Credit Union; and "Credit Union" means Florida Credit Union or anyone to whom Credit Union assigns or transfers this Agreement. By signing, using and/or authorizing the use of the Card, you agree to the following terms, conditions and disclosures:

1. Using Your Account. If you are approved for an Account, Credit Union will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") that you will have outstanding on your Account at any time. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to Credit Union. Credit Union has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.

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 electronic gambling transaction through the Internet. Your Card may not be used for any illegal transaction(s). If you wish to pay for goods or services over the Internet, you may be required to provide card member security information before you will be permitted to complete the transaction. In addition, you may obtain cash advances from 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 will hold in strict confidence the Account number and any PIN to be used with the Card. You will notify Credit Union immediately of the loss or theft of the Card or PIN.

3. Responsibility. You agree to pay all charges (purchases, balance transfers and cash advances) to your Account made by you or anyone authorized by you to use your Account or Card, whether or not you notify Credit Union that they will be using your Account or Card. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you made with Credit Union. Delivering the Card to another person constitutes authorization of that person to use the Card. If you want to cancel the authorized or permitted use of your Account or Card by another person, you must let Credit Union know in writing, and if that person has a Card, you must return that Card cut in half with your written notice. Each of you is jointly and

individually responsible for paying all amounts owed under this Agreement. 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.

4. Finance Charges.

A finance charge is the cost you pay for credit. We will charge Interest Charges and Fees to your account as described to you in your statements and other Truth in Lending Disclosures. The following describes how the finance charge will be calculated on the Account.

You have a 25-day grace (no finance charge) period on your purchase balance and for new purchases if you paid the entire New Balance on your last statement by the end of the grace period. You also have a 25-day grace period for new purchases if you did not have a balance on your last statement. The grace period starts on the billing cycle closing date. If you do not pay the entire New Balance by the end of the grace period, a finance charge will be imposed on the unpaid balance from the first day of the next billing cycle and on new purchases from the date they are posted to your Account. There is no grace period for cash advances. A finance charge will be imposed on cash advances from the date the cash advance is posted to your Account. Balance transfers as permitted by Credit Union from time to time in Credit Union's sole discretion will be treated as cash advances for the purpose of all finance charges and finance charge calculations.

Finance charges on your Account are calculated by applying the applicable Monthly Periodic Rate to the average daily balances for purchases and cash advances. Separate average daily balances are calculated for purchases and cash advances. To get each average daily balance, the daily balances for purchases and cash advances for the billing cycle are added and the totals are divided by the number of days in the cycle. To get the daily balance for cash advances, new cash advances are added to the day's beginning balance and payments and credits are subtracted. To get the daily balance for purchases, new purchases are added to the day's beginning balance and payments and credits are subtracted; however, new purchases are not added if you paid the entire New Balance on your last statement by the end of the grace period or if you did not have a balance on your last statement. Fees and unpaid finance charges are not included in the calculation of the average daily balance. Finance charges will continue to accrue on your Account until what you owe under this Agreement is paid in full.

Credit Union may offer balance transfer, introductory rate, or other special rate promotions for your Account from time to time in Credit Union's sole discretion. The applicable Monthly Periodic Rate and **ANNUAL PERCENTAGE RATE** for any promotion and any promotion terms and conditions will be disclosed to before or at the time you make use of such promotion.

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

a. Over-the-Credit-Limit Fee: In the event you incur charges in amounts which shall cause the Account indebtedness, and if you agree, you shall pay immediately the amount by which the total New Balance exceeds such maximum authorized credit, and an over limit fee shall be imposed.

b. **Late Payment Fee:** If a payment of at least the amount of the minimum required payment is not received within five (5) days of the Due Date, a late charge shall be imposed.
c. **Return Check /Return Pre-Authorized Payments Fee:** We may charge you this fee each time any payment you make to us is not paid by your financial institution for any reason, even if that institution later pays it.
d. **Card Replacement Fee:** In the event any additional or replacement cards are issued for any reason other than the issuance of a renewal card, a fee may be imposed.
e. **Collection Costs:** You agree to pay all costs incurred by Credit Union in collecting your indebtedness or in enforcing this Agreement, including attorneys' fees and costs, as well as those costs, expenses and attorneys' fees incurred in appellate, bankruptcy, and post-judgment proceedings, except to the extent such costs, fees, or expenses are prohibited by law.
f. **Balance Consolidation/Convenience Check Stop Payment Fee:** We may charge you this fee if we do not pay a convenience check for any reason, including when your account is in default, overlimit, suspended or closed.

6. Payments. Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than twenty-five (25) days from the statement closing date, whichever is later. 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. 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 2% of your Total New Balance, or $20.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit. All payments are to be made by check, money order, or electronic payment drawn in US dollars and payable through a US financial institution. All payments are to be made at the location specified on your monthly billing statement. Payments received at locations other than the address specified or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting. Credit Union may accept late payments, partial payments, or checks and money orders marked "payment in full" and by doing so, Credit Union will not lose any rights under this Agreement if such irregular payments are accepted.

7. Payment Allocation. Subject to applicable law, your payments may be applied to what you owe Credit Union in any manner Credit Union chooses.

8. Security Interest. AS A CONDITION OF CREDIT UNION'S OPENING YOUR ACCOUNT AND YOUR USE OF THE CARD, YOU HEREBY GRANT TO CREDIT UNION A SECURITY INTEREST IN ALL SHARES, DEPOSITS AND OTHER FUNDS ON DEPOSIT WITH CREDIT UNION IN WHICH YOU HAVE AN OWNERSHIP INTEREST (other than an IRA account or an account where this security interest would cause the loss of tax-exempt or tax-deferred status). THE SECURI-

TY INTEREST IS FOR ALL AMOUNTS OWED TO CREDIT UNION UNDER THE TERMS OF THIS AGREEMENT. IF YOU ARE IN DEFAULT UNDER ANY TERM OF THIS AGREEMENT, CREDIT UNION SHALL HAVE A RIGHT TO IMMEDIATELY SEIZE YOUR SHARES, DEPOSITS AND/OR OTHER FUNDS WITHOUT NOTICE OR DEMAND TO YOU AND TO APPLY SUCH FUNDS TO THE AMOUNTS OWED TO ACF. Collateral securing other loans you have with Credit Union now or in the future will also secure this loan, except that a dwelling or your household goods (as defined by the Federal Trade Commission) will not be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.

9. 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 or any other agreement with Credit Union. 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 Credit Union believes may substantially reduce your ability to repay what you owe. When you are in default, 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 finance charges as described in this Agreement until what you owe has been paid, and any shares, deposits and other funds on deposit with Credit Union that were given as security for your Account may be applied towards what you owe. You hereby agree that your salary or earnings may be subject to attachment or garnishment to the extent allowed under applicable law. You further waive, to the extent allowed under applicable law, any exemption you might have from attachment or garnishment of your salary or earnings.

10. Liability for Unauthorized Use-Lost/Stolen Card Notification. You agree to notify Credit Union immediately, orally or in writing at **Florida Credit Union, P.O. Box 5549, Gainesville, FL 32627** or telephone **(800) 449-7728** twenty four (24) hours a day, seven (7) days a week, of the loss, theft, or unauthorized use of your Credit Card. You may be liable for the unauthorized use of your Credit Card. You will not be liable for unauthorized use that occurs after you notify Credit Union of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your credit card, unless you are grossly negligent in the handling of your card. In any case, your liability will not exceed $50.

Notwithstanding the above, if 10 or more Cards are issued for use by employees of a single business, there is no limit to the liability of the business for unauthorized use that occurs before you notify Credit Union of the loss, theft, or possible unauthorized use as provided in this Agreement. The business may only impose liability on its employees for unauthorized use of a Card as authorized by federal law and regulation.

Credit Union will not be liable to any of your or any third party for any consequential or incidental damages resulting from the unauthorized use of the Card and/or PIN.

11. Changing or Terminating Your Account. Credit Union may change the terms of this Agreement from time to time in Credit Union's sole discretion. Credit Union may reduce your

credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by 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. Either you or Credit Union may terminate this Agreement at any time, but termination by you or Credit Union will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized. Your notice of termination will be ineffective until Credit Union receives the notice and all Cards and has a reasonable opportunity to act upon it. The Card or Cards you receive remain the property of Credit Union and you must recover and surrender to Credit Union all Cards upon request or upon termination of this Agreement whether by you or Credit Union. Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or Credit Union.

12. Credit Information. You authorize Credit Union to investigate your credit standing when opening or reviewing your Account. You authorize Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing. If your Account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that Credit Union may provide personal information about you and your account that is necessary to provide you with the requested service(s). 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 terms of this Agreement.

13. Returns and Adjustments. Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending Credit Union a credit slip which will be posted to your Account. If your credits and payments exceed what you owe 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 request or automatically after six (6) months.

14. Additional Benefits/Card Enhancements. 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 Credit Union is not obligated to offer such services and may withdraw or change them at any time.

15. Foreign Transactions. Transactions initiated in foreign countries and/or foreign currencies will be charged to your Account in U.S. Dollars. The conversion rate to dollars will be (a) 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 (b) the government-mandated rate in effect for the applicable central processing date, in each of the above instances, plus or minus any adjustment determined by Credit Union.

16. Merchant Disputes. Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card.

17. Joint and Individual Liability. Each of you is individually and jointly responsible for paying all amounts owed under this

Agreement. This means that Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes any of you to make purchases, balance transfers or cash advances individually.

18. 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.

20. Severability. In the event that any paragraph of this Agreement or portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of the Agreement shall not be invalid or unenforceable and will continue in full force and effect.

21. No Waiver. Credit Union can delay enforcing any of its rights any number of times without losing them. To be effective, any waiver of any term or condition stated in this Agreement must be in writing and signed by an authorized officer of the Credit Union and shall not be considered as a waiver of any future or other obligation or right.

22. Statements and Notices. Statements and notices will be mailed to you at the most recent address you have given Credit Union. Statements and notices sent to any one of you will be considered notice to all. Any notice from you will be ineffective until Credit Union receives and has a reasonable opportunity to act upon the notice. You must notify Credit Union in writing immediately if you change your address. You agree to examine periodic statements and to report any errors or problems to Credit Union within a reasonable time. You agree that the time to examine the statement and report to Credit Union will depend on the circumstances, but will not, in any circumstance, exceed a total of 60 days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within 60 days, Credit Union will be entitled to treat such information as correct and any and all of you will be precluded from asserting otherwise.

23. Binding Nature and Assignment. Credit Union can assign or transfer your Account or any portion without notice to you or your consent. You may not assign your Account or any portion thereof without Credit Union's written consent, which may be withheld in Credit Union's sole discretion. This Agreement shall be binding on each of you and your heirs, legal representatives, successors and permitted assigns

24. VISA Rules. You agree to abide by all applicable rules and regulations of the VISA USA, Inc. as well as all applicable laws. If there is any conflict between the provisions of this Agreement and the rules and regulations of VISA USA, Inc., the rules and regulations of VISA USA, Inc. shall control.

25. Governing Law. This Agreement is governed by the Bylaws of Credit Union, federal laws and regulations, and the laws and regulations of the State of Florida, as amended from time to time.

26. Jurisdiction, Venue and Attorneys' Fees. Any disputes regarding this Agreement shall be within the jurisdiction of the court of the county in which Credit Union's principal place of doing business is located. If legal action is necessary to enforce this Agreement or collect any amounts owing to Credit Union or fees or charges assessed under this Agreement, the prevail-

ing party has the right, subject to applicable law, to payment by the other party of all reasonable attorney's fees and costs, including fees on any appeal and any post-judgment actions. You agree that such legal action shall be filed and heard in the county and state in which Credit Union's principal place of doing business is located, except as prohibited by applicable law.

27. Final Expression. This Agreement is the final expression of the terms and conditions of this VISA line of credit between you and Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

28. Copy Received. You acknowledge that you have received a copy of this Agreement.

YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

* Your name and account number.

* The dollar amount of the suspected error.

* Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your share, deposit, share draft or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finances charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the

questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first $50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address and

(b) The purchase price must have been more than $50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Interest Rates and Interest Charges	Effective May 1, 2012
Florida Credit Union Disclosure Information	VISA® Platinum Rate - Balance
Annual Percentage Rate (APR) for Purchases	**8.90%** to **17.90%** when you open your account, based on your creditworthiness.
APRs for Balance Transfers	**0.00%** Introductory rate, then **8.90%** to **17.90%**.The length of your introductory rate varies and will be disclosed to you when you receive your card.
APRs for Cash Advances	**17.90%**
Penalty APR and When it Applies	None
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.50.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about the factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at **http://www.consumerfinance.gov/learnmore.**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Fees	
Annual Fee	None
Transaction Fees	
• **Balance Transfer**	None
• **Cash Advance**	None
• **Foreign Transaction**	**1%** of each transaction in U.S. dollars
Penalty Fees	
• **Late Payment**	Up to $35
• **Over-the-credit**	Up to $35
• **Limit Returned Payment**	Up to $35
Other Fees	
• **Card Replacement Fee**	**$25**
• **Rush Mail Fee**	**$15** (Priority Handling)
• **Balance Consolidation/ Convenience Check Stop Payment Fee**	**$35**