

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	7.99% to 13.99% when you open your account, based on your credit worthiness. This APR will vary with the market based on the Prime Rate. Margins range from 4.74% to 10.74%.
APR for Balance Transfers	7.99% to 13.99% when you open your account, based on your credit worthiness. This APR will vary with the market based on the Prime Rate. Margins range from 4.74% to 10.74%.
APR for Cash Advances	16.99% This APR will vary with the market based on the Prime Rate. The margin 13.74%.
Penalty APR and When it Applies	21.99% This APR may be applied to your account if you make your minimum payment sixty (60) days late. How Long Will the Penalty APR Apply?: If your APRs are increased for the reason above, we may keep them at this higher level until you have made six (6) consecutive monthly minimum payments on time.
How to Avoid Paying Interest on Purchases	Your due date is 26 th day of each calendar month. We will not charge you interest on purchases if you pay off the entire balance shown on your billing statement by the due date each month.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for a credit card, visit the website of the Federal Reserve Board at: http://www.federalreserve.gov/creditcard

Fees	
Transaction Fees	
<ul style="list-style-type: none"> • Cash Advance • Foreign Transaction 	Either \$5 or 3% of the amount of each transfer, whichever is greater 1% of each transaction, to be paid in U.S. dollars
Penalty Fees	
<ul style="list-style-type: none"> • Late Payment • Returned Payment 	\$15 if balance is \$100 or less; \$25 if balance is more than \$100 but does not exceed \$250; \$35 if balance is more than \$250 \$10

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.

**KEMBA FINANCIAL CREDIT UNION
VISA PLATINUM TERMS AND CONDITIONS
AND BILLING RIGHTS NOTICE
RETAIL INSTALLMENT CREDIT AGREEMENT**

I. VISA TERMS AND CONDITIONS

These Terms and Conditions and Notice (“Agreement”), the card carrier we send with your Card, any documents accompanying your Card, and the application you signed or otherwise submitted govern the use of your VISA credit card account (“Account”). The card carrier, accompanying documents, and application are part of and incorporated into this Agreement. The word Card means a single VISA card or two or more VISA cards and any renewal or substitutes issued for the Card. The words you, yours, and Holder mean the applicant(s) and anyone else the applicant(s) permits to use the Card. The words we, us, our, and Issuer mean KEMBA Financial Credit Union, and its successors or assignees.

1. Use of Card. You can use your Card to buy or lease goods and obtain services or insurance (“Purchases”) wherever the Card is honored and to get instant cash loans (“Cash Advances”) from any financial institution that accepts the Card. You will owe us for all Purchases and Cash Advances charged by the use of the Card, plus any other charges (“Debits”) to your Account made under the terms of this Agreement, plus any finance charges, all payable in U.S. dollars and as required by this Agreement. The Card shall remain the property of Issuer, who may at any time revoke its use and demand its immediate surrender pursuant to Section 18 of this Agreement. You agree not to use your Card for any transaction that may be illegal, or any transaction in connection with Internet gambling.

2. Balance Transfers. You may use your Card or Account to transfer balances from other credit card accounts to this Account (“Balance Transfers”) by means (including balance transfer forms) we may make available from time to time. You may not transfer balances from any other account you have with us.

3. Credit Line. Your Credit Line is listed on Page 1 of your Account Details Disclosure. Your Credit Line may be changed from time to time and your current Credit Line will be listed on your monthly billing statement. We will not authorize Purchases, Balance Transfers, or Cash Advances that cause your account to exceed your Credit Line.

4. Statements and Payments. If you have a balance or activity on your Account, we will send you a monthly statement that will show, separately, your Purchases/Debits Account, your Cash Advance Account, Balance Transfers Account, finance charges to your Account, the minimum payment due, and the date the payment is due. You can pay all of your outstanding balance on your Card at any time, but you must make at least a minimum payment of 2.5% of your Account balance or \$10 (whichever is greater) plus any amount in excess of your Credit Line and any past due amount, within 21 days of the date of each monthly statement. You agree to mail your payments to the address shown on your statement. You will be charged a late charge if a minimum payment is not made before the 29th day of any calendar month in which a payment is due. This late charge will be \$15 if your Account balance is \$100 or less, \$25 if your Account balance is more than \$100 but not exceeding \$250, and \$35 if your Account balance exceeds \$250. If any check or any instrument given for payment on the Account is dishonored for any reason, a return payment fee in the amount of \$10 will be imposed. Payments received in excess of your minimum payment amount on your Account will be applied to the balances with the highest APR unless the balance is part of a promotional offer where no interest is being charged.

5. FINANCE CHARGES on Purchases/Debits. If you pay your entire balance for Purchases/Debits within 21 days of the date of the first statement showing such charges and any previous balances, no finance charges are incurred for such Purchases/Debits. If that balance is not paid in full within the required time, a finance charge will be added to your Purchases/Debits from the first day of the billing cycle following the purchase date until they are paid in full, calculated this way: We take the beginning balance of your Purchases/Debits each day, and subtract any payments, credits, and unpaid finance charges attributable to the balance for Purchases/Debits. That gives us the daily balance for your Purchases/Debits.

We then add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. We multiply the average daily balance by the daily periodic rate times the number of days in the billing cycle.

6. FINANCE CHARGES on Cash Advances. You will pay a **FINANCE CHARGE** on Cash Advances from the date the advance is made until the advance is paid in full, computed as follows: We take the beginning balance of your Cash Advances each day, add any new Cash Advances charged on that day, and subtract any payments, credits, and unpaid finance charges attributable to the balance for Cash Advances. That gives us the daily balance for your Cash Advances. We then add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. We multiply the average daily balance by the daily periodic rate times the number of days in the billing cycle.

7. FINANCE CHARGES on Balance Transfers. You will pay a **FINANCE CHARGE** on Balance Transfers from the date the transfer is made until the Balance Transfer amount is paid in full, computed as follows: We take the beginning balance of your Balance Transfers each day, add any new Balance Transfers charged on that day, and subtract any payments, credits, and unpaid finance charges attributable to the balance for Balance Transfers. That gives us the daily balance for your Balance Transfers. We then add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. We multiply the average daily balance by the daily periodic rate times the number of days in the billing cycle.

8. Transaction Fee FINANCE CHARGE on Cash Advances. You will pay a Cash Advance fee **FINANCE CHARGE** for each cash advance equal to 3.00% of the amount advanced, but in no event will the cash advance fee be less than \$5.

9. Periodic Rate for Purchases (Standard APR). The daily periodic rate of your account and corresponding APR for purchases for each billing cycle will be the sum of (i) the Prime Interest Rate ("Index") as quoted in the Money Rates Table of The Wall Street Journal on the 20th business day of the previous month and (ii) the margin—which ranges from 4.74% to 10.74%, divided by 365 and rounded up to two decimal places, with a maximum APR of 25%, (Standard APR). Any changes to the Index will be effective on the first day of the next billing cycle and will apply to new Purchases/Debits and to the outstanding balance of your Account. If the daily periodic rate (and corresponding APR) increases, the amount of the finance charge and the minimum payment due may increase. If The Wall Street Journal ceases publication, we will select a new index and notify you of the change.

10. Periodic Rate for Cash Advances. The daily periodic rate and corresponding APR for Cash Advances for each billing cycle will be the sum of (i) the Prime Interest Rate ("Index") as quoted in the Money Rates Table of The Wall Street Journal on the 20th business day of the previous month and (ii) 13.74%, divided by 365 and rounded up to two decimal places, with a maximum APR of 25%. Any changes to the Index will be effective on the first day of the next billing cycle and will apply to new Cash Advances and to the outstanding Cash Advance balance of your Account. If the daily periodic rate (and corresponding APR) increases, the amount of the finance charge and the minimum payment due may increase. If The Wall Street Journal ceases publication, we will select a new index and notify you of the change.

11. Periodic Rate for Balance Transfers. The daily periodic rate for Balance Transfers for each billing cycle will be the Standard APR divided by 365. Your periodic rate for Balance Transfers is listed on Page 1 of your Account Details Disclosure.

12. Interest Rate. Your initial interest rate is found on Page 1 of your Account Details Disclosure.

13. Delinquency Rate. If your minimum payment is 60 days or more late a higher daily periodic rate ("Delinquency Rate") may apply to the existing balance on your Account and to all new Purchases, Cash Advances and Balance Transfers beginning with the first day of the next billing period. The daily periodic Delinquency Rate for a billing period is 0.060247% (21.99% APR). This Delinquency Rate will remain in

effect until you have made six (6) consecutive payments on time. When you have made six (6) consecutive payments on time, the rate will revert to your Standard Rate.

14. Annual Fee. None

15. Default. You will be in default and we can demand immediate payment of the full balance due on your Account and cancel your Card if you do not pay an installment on time, die, file bankruptcy, become insolvent, exceed your Credit Line without permission or have given us false or incomplete information when you applied for your Card. Following your default, we will have all rights the law allows, including the right to cancel your Account and to accelerate payment of all amounts owing on your Account (that is, we may declare all amounts owing on your Account to be due and payable immediately or according to such accelerated payment schedule as we require). Unless required by law, we may take any of these actions without notice to you. If we have to refer collection of the Account to an attorney or have to determine the non-dischargeability of the debt in bankruptcy court, you will be responsible for our reasonable attorneys' fees and any court costs, if allowed by law. If we accelerate payment of your Account, the unpaid principal balance of your Account will bear interest until it is paid in full at a fixed rate equal to the annual percentage rate in effect on the date of acceleration.

16. Security Agreement. You agree, as a condition of this Account, to grant us a security interest in all of your rights, title and interest in any and all amounts you have on deposit in accounts with us or shares on deposit with us or any dividends due you from us, unless prohibited by applicable law. This security interest is given to us as security for the payment and performance of all obligations and indebtedness now or hereafter owing by you to us under your Account.

17. Lost or Stolen Cards. The Card is not transferable. You agree to notify us promptly if your Card is lost or stolen, or if you believe that someone used your Card without your permission. You may be liable for the unauthorized use of your Card. You will not be liable for loss that occurs after you notify us at the address on your monthly statement, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50. Contact us in writing at 555 Offcenter Place, Gahanna, Ohio 43230, or by telephone at 800.282.6420 or 614.235.2395. You may not use the Card or any other Cards in your possession with the same Account number after you have notified us, even if you get the Card back.

18. Cancellation. You may cancel your Card at any time by notifying us, in writing, and returning the Card cut in half. If we cancel your Card, you will destroy the Card by cutting it in half and will give it to us or our agent, or mail it to us. If the Account is cancelled or revoked, you will pay us the amount you owe us as required by this Agreement.

Use of the Card after notice of its revocation is fraudulent and may subject Holder to legal proceedings.

19. Liability. You will be liable individually and together for all Purchases/Debits, Cash Advances, and Balance Transfers you make using the Card or Account and any finance charges incurred under this Agreement.

20. Irregular Payments. We can accept late payments or partial payments, or checks and money orders marked with "Payment in Full" or similar language, without losing any of our rights under this Agreement. No payment will operate as an accord and satisfaction without our prior written approval. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to 555 Offcenter Place, Gahanna, Ohio 43230.

21. Foreign Transactions. For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. Dollars) will be: (a) a rate selected by, as is applicable, 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.

You will be charged 1.00% calculated on the final settlement amount for transactions initiated in a foreign currency.

22. Information Sharing. We may provide Holder personal data to VISA USA, its members, or their respective contractors for the purpose of providing Emergency Cash and Emergency Card Replacement Services. Additionally Holder address and telephone information may be shared with VISA USA for marketing purposes.

23. Credit Reports. If you believe that we have inaccurate information about you or may report or have reported inaccurate information about you to a consumer reporting agency, you may notify us at 555 Offcenter Place, Gahanna, Ohio 43230. In doing so, please identify the inaccurate information and tell us why you believe it is inaccurate. If you have a copy of the report that includes the inaccurate information, please send a copy of the report to us as well.

24. Waiver. We will not be considered to have waived our rights under this Agreement if we delay enforcing them.

25. Changes in Terms. Subject to the limitations of applicable law, we may at any time change, add to, or delete any of the terms and conditions in this Agreement, including, but not limited to, finance charge rates and fees and this Changes in Terms provision. Such changes may be based, in whole or in part, upon factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within the established Credit Line on your Account with us, your credit score, and information contained in your credit report. We will give you notice of any change, addition, or deletion as required by applicable law. As of the effective date, the changed terms will apply to new Purchases/Debits and Cash Advances and to the outstanding balances of your Account, unless prohibited by applicable law.

26. Telephone Monitoring And Recording. We treat all customer calls as confidential. For quality control purposes, you agree that we may listen to or record telephone calls between you and us.

27. Electronic Communication. You agree that we may communicate with you for any lawful purpose, including collections, by electronic means using any electronic mail address that you provide to us and/or by automatic dialers that may record messages. You also agree that you will not consider any such communication by us to be unsolicited.

28. Governing Law. This Agreement will be governed by federal law applicable to a credit union and, to the extent not preempted by federal law, the laws of the state of Ohio without regard to its conflicts of law provisions. This Agreement has been accepted by us in the state of Ohio.

29. Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions will remain in effect.

30. Entire Agreement; Interpretation. This Agreement constitutes the final expression of the credit agreement between you and us relating to your Account. The headings used in this Agreement are for the convenience of reference only and are not intended to define or describe the scope or intent of any portion of the Agreement.

31. Billing Errors. See the Billing Rights Notice.

II. BILLING RIGHTS NOTICE

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:

- (1) your name and account number;
- (2) the dollar amount of the suspected error; and
- (3) 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 savings 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 finance 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 did not 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 ten 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 do not follow these rules, we cannot 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 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 property or services. There are two limitations on this right:

- (1) 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
- (2) 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.

III. NOTICES AND SIGNATURES

MARYLAND RESIDENTS: You have the right under Section 12-510 of the Commercial Law Code to receive an answer to a written inquiry concerning the status of your Account. Finance charges will be imposed in amounts or at rates not in excess of those permitted by law.

NEW JERSEY RESIDENTS: Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

NOTICE TO THE BUYER –

- 1. DO NOT SIGN THIS CREDIT AGREEMENT OR APPLICATION BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES.**
- 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CREDIT AGREEMENT.**
- 3. YOU MAY AT ANY TIME PAY MORE THAN THE MINIMUM PAYMENT, OR YOUR ENTIRE BALANCE IN FULL WITHOUT INCURRING ANY ADDITIONAL CHARGE FOR PREPAYMENT.**

RETAIL INSTALLMENT CREDIT AGREEMENT

HOLDER: Your signature, including any electronic or digital signature, on any Application or on any sales slip or other evidence of indebtedness on your Account represents your signature on this Agreement.

ISSUER:

KEMBA Financial Credit Union

February 2010