

GENERAL ELECTRIC CREDIT UNION DIVIDEND VISA® CARD TERMS AND CONDITIONS

In these Terms and Conditions, the word Card means a single Dividend card or two or more Dividend cards and any renewal or any substitutes used for the Card. The words You, Your, and Yours mean the applicant(s) and anyone else the applicant(s) permits to use the Card. The words We, Us, and Ours mean General Electric Credit Union.

- Dividend Features.** You will receive a 10% rebate on all finance charges paid to us, as well as a 1% dividend on all net purchases made using the Card. We will also give you a balance transfer incentive for credit card balances transferred to us from other institutions. The incentives for the balance transfer are as follows: \$750-\$1,999 = \$25.00; \$2,000 and higher = \$50.00. Any rebate of finance charges or dividends earned will be credited to your share account at the end of the quarter in which they were earned. The balance transfer incentive is a one time per member incentive, and will be paid at the end of the quarter following the quarter in which the transfer took place. These Dividend Features are subject to change or termination at any time. Dividend features will not be honored in any quarter in which you incur a default on your Dividend Card account or in any quarter in which you violate any account agreement with us.
- Transactions.** You can use your Card or Dividend Checks, if provided, to buy or lease goods or services ("Purchases") wherever the Card is honored and to get instant cash loans and make other cash transactions ("Cash Advances") from any financial institution or automatic teller machine (card only) that accepts the Card. You will owe us for all Purchases and Cash Advances charged by use of the Card or Dividend Checks, if provided, plus any other charges to your Account made under the terms of this Agreement ("Debits"), plus any FINANCE CHARGES, all payable in U.S. dollars and as required by these Terms and Conditions.
- Credit Line.** Your Credit Line is listed on the documents accompanying your Card. Your Credit Line may be changed and your latest Credit Line will be listed on your monthly billing statement.
- Statements and Payments.** If you have a balance on your Account, we will send you a monthly statement that will show separately your Purchases/Debits, any Cash Advances, FINANCE CHARGES, if any, 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 3% of your Card balance or \$25.00 (whichever is greater) within 25 days from the date of each monthly statement. You will be charged a late charge of \$25.00 or the minimum payment amount (whichever is lesser) on your next monthly statement if a minimum payment is not made within 55 days after the date of a monthly statement.
- ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers, and Cash Advances.** The ANNUAL PERCENTAGE RATE may vary (increase or decrease) on a quarterly basis. The rate is determined by adding 8.75% to the Prime Rate as published in *The Wall Street Journal* effective for the first day of January, April, July, and October of every year. The new rate shall be effective beginning with the FINANCE CHARGE calculation on the following month's statement. The monthly periodic rate will be determined by dividing the ANNUAL PERCENTAGE RATE by twelve. Your initial ANNUAL PERCENTAGE RATE and corresponding monthly periodic rate is located within the "Interest Rate and Interest Charges" box of these Terms and Conditions. An increase in the variable ANNUAL PERCENTAGE RATE means you will pay a higher FINANCE CHARGE and perhaps a higher minimum payment.
- FINANCE CHARGES on Purchases/Debits.** No FINANCE CHARGE will be imposed if the New Balance shown on your billing statement is paid in full within 25 days of the Billing Date. If not paid in full, we figure the FINANCE CHARGE on your account by applying the monthly periodic rate to the "average daily balance" of the unpaid balance of your account (including current transactions).
- FINANCE CHARGES on Cash Advances.** The FINANCE CHARGE on Cash Advances begins to accrue on the date you obtain the Cash Advance or the first day of the billing cycle in which it is posted to your account, whichever is later. We figure the FINANCE CHARGE on your account by applying the monthly periodic rate to the "average daily balance" of your account (including current transactions).
- Average Daily Balance.** The "average daily balance" is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases (and, if applicable, Cash Advances) is determined by subtracting from the Previous Balance of Credit Purchases (and, if applicable, Cash Advances) any payments received and credits as posted to your account, but excluding any unpaid FINANCE CHARGES. All fees except for the late charge shall be treated as purchases for the purpose of computing the Average Daily Balance.
- Returned Check and Other Fees.** If your check is dishonored or if we must return your check to you for any reason, we will charge your Purchases/Debits Account a fee of \$25.00. Account printouts \$1.00. Current and previous year statement copy fee \$2.00. Older statement copy fee \$3.00. Overnight fee \$35.00.
- Default.** You will be in default under this Agreement if any of the following events shall occur: (a) If you fail to comply with the minimum payment or any other terms or conditions of this Agreement or any other obligation you have or will have with us; (b) If you make false or misleading statements in any credit application or update of credit information; (c) If you should die or become insolvent; (d) If a petition should be filed or other proceedings should be started under the Federal Bankruptcy Code or any State insolvency statute by or against you; (e) If a Receiver should be appointed or a writ or order of attachment, levy or garnishment should be issued against you or any of your property, assets or income; or (f) If we should consider yourself or any debts due under this Agreement unsafe or not completely secure or if we should believe, in good faith, that the chances of your paying or performing all of your obligations under this Agreement have been impaired. If you fail to fulfill the terms of this Agreement, a negative report reflecting on your credit record may be submitted to a credit reporting agency. We may ask for immediate payment of any amount owed if you are in default of any of the Terms and Conditions of this agreement.
- Lost or Stolen Cards.** If your Card is lost or stolen or if you are afraid someone may use it without your permission, you must notify us at once by telephone at: 800.449.7728. You may not use the Card or any other Cards in your possession with the same card number after you have notified us, even if you get the Card back.
- Cancellation.** You may cancel your account at any time by notifying us in writing and returning the card cut in half. We may cancel or suspend your Card at any time without prior notice or reissue a different one at any time. If we ask, 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 Card is cancelled or suspended, you will pay us the amount you owe as required by these Terms and Conditions.
- Liability.** Each of the applicant(s) for the Card and cosigner(s) will be liable individually and jointly for all Purchases/Debits and Cash Advances made with the Card, either by the Card applicant(s) or their authorized user(s).
- Liability for Unauthorized Use.** You agree to promptly notify the Cardholder Services, telephone number: 800.654.7728 in the event you suspect any unauthorized use of the card. You may be liable for the unauthorized use of your Dividend Credit Card. You will not be liable for unauthorized use that occurs after you notify General Electric Credit Union at PO Box 31112, Tampa, FL 33631-3112, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$0.00.
- 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.
- Waiver.** We won't be considered to have waived our rights under this agreement if we delay or neglect to enforce them.
- Amendment.** Subject to applicable state and federal laws and regulations and with such prior notice, if any, as may be required by laws or regulations, we may change any Terms and Conditions at any time and such changes, at our option, will apply to new Purchases/Debits and Cash Advances.
- Law.** Your Account and these Terms and Conditions will be governed by the laws of the State of Ohio and applicable federal laws.
- Security Interest.** You grant to us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the use of the

account. If you default, we shall have the right to recover any of the goods which have not been paid for through the application of your payments. Any collateral securing other loans currently with or hereafter arising with us may also secure any amount due on this account.

20. **Statutory lien on your account.** If you are in default on a financial obligation to us or fail to satisfy a financial obligation to us, federal law permits us to apply the balance of shares and dividends in your account(s) at the time of default to satisfy your obligation. Once you are in default, we may exercise this right without further notice to you. If your account is jointly owned, and the joint owner(s) is indebted to us, we may use the balance of shares and dividends in the account to pay the debt of the joint owner. This statutory lien does not apply to IRAs or other tax-deferred retirement accounts.
21. **Legal Activity.** Any financial service provided by the Credit Union may be used for any transaction permitted by law. You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at the Credit Union's discretion. You further agree, should illegal use occur, to waive the right to sue the Credit Union for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold the Credit Union harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.
22. **Annual Fee.** None.
23. **Currency Exchange Rate.** Purchase and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to U.S. dollars will be determined in accordance with the operating regulations established by Visa USA. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is either a government mandated rate or the wholesale market rate in effect one day prior to the transaction processing date, increased by one percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

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
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 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 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 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 a 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:

- (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.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of: race, color, religion, national origin, gender, marital status, age, receipt of income from public assistance programs, and good faith exercise of any right under the Consumer Credit Protection Act. The federal agency which administers compliance with this law concerning this credit union is the National Credit Union Administration, 7000 Central Parkway, Suite 1600, Atlanta, GA 30328. The Ohio Laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. California Residents: Applicants 1) may, after credit approval, use the credit card account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, 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 your credit obligations. **New York and Vermont Residents:** General Electric Credit Union may obtain at any time your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Banking Department (1.800.518.8866) for a comparative list of credit card rates, fees and grace periods. **Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision.

INTEREST RATE AND INTEREST CHARGES

Annual Percentage Rate (APR) for Purchases	12.00% APR for Dividend Visa® This APR will vary with the market based on the Prime Rate.*
APR for Balance Transfers	12.00% APR for Dividend Visa® This APR will vary with the market based on the Prime Rate.*
APR for Cash Advances	12.00% APR for Dividend Visa® This APR will vary with the market based on the Prime Rate.*
Penalty APR and When it Applies	Not applicable. How Long Will the Penalty APR Apply? Not applicable.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged Interest, the charge will be no less than \$0.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about 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 .

FEES

Annual Fees	None.
Transaction Fees	
Balance Transfer	\$0.00
Cash Advance	\$0.00
Foreign Transaction	1% of each transaction in U.S. dollars.
Penalty Fees	
Late Payment	\$25.00 or the minimum payment amount (whichever is lesser) If a minimum payment is not made within 55 days after the date of a monthly statement.
Returned Payment	\$25.00

How We Will Calculate Your Balance: We use the method called "Average Daily Balance (including new purchases)." See your Terms and Conditions for more details.

***Variable Rate Information:** The APR for Purchases, Balance Transfers, and Cash Advances is determined quarterly by adding 8.75% to *The Wall Street Journal* Prime Rate.

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

The information about the costs of the card described in this application is accurate as of May 1, 2012. It may have changed after that date. To find out about what may have changed, call: 513.243.4328 or 800.542.7093 or write: General Electric Credit Union, 10485 Reading Road, Cincinnati, Ohio 45241, Attn: EFT Department.