Empower VISA Platinum Credit Card Agreement

Effective: August 1, 2012

EMPOWER FCU VISA PLATINUM CREDIT CARD DISCLOSURES

Interest Rates and Interest Charges

Annual Percentage Rates (APR) for Purchases	**8.875% to 17.875%** when you open your account, based on your creditworthiness.
APR for Balance Transfers	Same as for Purchases
APR for Cash Advances	Same as for Purchases
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 any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	None
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 Fee	None
Transaction Fees	
Balance Transfer	None
Cash Advance	None
Foreign Transaction	None
Penalty Fees	
Late Payment	Up to **$25.00**
Over-the-Credit Limit	None
Returned Payment	None
Sales Draft Copy	$25.00

How We Will Calculate Your Balance: We use a method called "Average Daily Balance (including new purchases)"

This information is accurate as of January 16, 2012. This information may change at any time.
To find out what may have changed, write to us at: Empower Federal Credit Union, P.O. Box 11127, Syracuse, NY 13218-1127.

DEFINITIONS:

In this agreement, the word "card" or "cards(s)" refers to all VISA© cards issued to you by Empower Federal Credit Union including any substitute or renewal card(s) which we have the authority to reissue at any time. The words "you", "your", and "yours" refer to each VISA applicant and anyone else the applicant permits to use a card. The words "we", "us", "our" and "Credit Union" refer to EMPOWER FEDERAL CREDIT UNION.

NOTICE TO (YOU) THE MEMBER: Do not use this card before you read this agreement or if it contains any blank space. You are entitled to a completely filled-in copy of this credit agreement.

USING YOUR CARD:

You do not have to sign this agreement, but you must sign the card in order to use it. By signing and using the card, you agree to the terms and conditions of this agreement. You may not use the card for Internet gambling, any illegal transaction, or for a transaction that would cause you to exceed your credit limit.

AMENDMENT:

We may change the terms of this Agreement at any time in accordance with the requirements of applicable law. If any such change is not acceptable to you, you must promptly return the card(s) to us. Your continued use constitutes consent to the changes.

EFFECT OF AGREEMENT:

This agreement is the contract which applies to all transactions on your Credit Union VISA account even though the sales, cash advances, credits or other slips you sign or receive may contain different terms.

LEGAL RESPONSIBILITY:

If we issue you a card, you agree to repay all debts and the finance charge arising from the use of the card and the card 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 this 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 request us to do so and if you return all cards. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you to one of the other persons responsible to pay the account. Any person using the card is jointly responsible with you for charges he or she makes, but if that person signs the card he or she becomes a party to this agreement and is also jointly responsible for all charges on the account, including yours.

AUTHORIZED USERS:

You may request additional cards on your account for yourself or others and you may permit another person to have access to your account number. However, if you do so, you are liable for all charges made by those persons. You must notify us in writing to revoke permission for any person you previously authorized to use your account. We may choose upon such an occurrence to issue you a new card or cards with a different account number. You are responsible according to the terms of this agreement for the use of each card issued on your account.

USE AT AUTOMATED TELLER MACHINES:

To use your card at an Automated Teller Machine(s) ("ATMs"), you have been given a Personal Identification Number ("PIN"). You agree that you will not give your card or PIN to anyone who is not authorized to use your card. You also agree not to write your PIN on the card itself or carry your PIN with your card. Use of the card and the PIN are considered as authorized uses.

AUDIO RESPONSE/INTERNET ACCESS:

You agree by use of a PIN that each member appearing on your membership account number, regardless of whether his or her name appears on your VISA application, is an authorized user with the ability to access your VISA account and request a cash advance through audio response and Internet Banking. This includes joint member/owners presently on your membership account number and joint members/owners added in the future. Transactions by them using the PIN will be considered authorized transactions for which you and the card user will be liable.

FOREIGN CURRENCY TRANSACTIONS:

Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in US dollars. The conversion rate to US dollars will be at 1) 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 2) The government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Credit Union.

CREDIT INFORMATION:

You authorized 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 others who inquire of us about your credit standing. In this connection, the credit union may request and use a report from outside credit reporting agencies at any time. If you request it, we will tell you whether or not we have asked for such a report, and, if we have, the name and address of the agency or agencies.

CHANGE OF TERMS OR FEES:

We may change the terms or fees or add new terms or fees to this Agreement at any time, including changes which affect credit limits, existing balances or FINANCE CHARGE rates, in accordance with applicable law.

CREDIT LIMIT:

Your initial credit limit will be stated by the Credit Union in its letter to you when the card is issued. Your current credit limit and available credit will appear on your monthly billing statement. The amount available may be changed by the Credit Union without prior notice.

FINANCE CHARGES ON PURCHASES:

We will impose a FINANCE CHARGE on your credit purchases if you do not pay the total New Balance as shown on your statement by the payment due date.

FINANCE CHARGES ON CASH ADVANCES:

We will impose a FINANCE CHARGE on cash advances and balance transfers from the date of each cash advance or balance transfer transaction until the day we receive payment in full.

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.

COMPUTATION OF FINANCE CHARGES:

We calculate the FINANCE CHARGE on your account as follows: The "daily periodic rate" times the number of days in the billing cycle times the "average daily balance" of your account subject to FINANCE CHARGES (including current transactions). The "daily periodic rate" is calculated by dividing the APR by the number of days in the year. The daily periodic rate for Visa Platinum at 8.875% is .024315% (or .024249% for a leap year), at 10.875% is .029795% (or .029713% for a leap year), at 12.875% is .035274% (or .035178% for a leap year), and at 17.875% is .048973% (or .048839% for a leap year). The "average daily balance" for the period is determined by taking the beginning balance of your account each day, adding any new purchases or advances and deducting any payments or credits and unpaid FINANCE CHARGES. This gives us the "daily balance". We then add up all the daily balances for the billing period and divide that total by the number of days in the billing period.

MINIMUM PAYMENT:
Each month you must pay a minimum payment amount. The minimum payment is calculated as the sum of the following items (a) through (c): (a) any scheduled payment from a previous billing cycle which has not been paid (past due); (b) 2% of the New Balance as shown on your current billing statement; (c) any amount of the New Balance which exceeds your credit limit (over limit). NOTE: If the sum of (a) through (b) above is less than $10.00, a minimum of $10.00 will be due. However, if the New Balance shown on your monthly statement is less than $10.00, the entire New Balance will be due. If the minimum payment computed, as above, is not an even dollar amount, the minimum payment due may be rounded to the next highest dollar. You may at any time pay more than the minimum amount due.

APPLICATION OF PAYMENTS:
We may apply all payments and credits in accordance with our standard operating procedures and within the requirements of applicable law.

AUTOMATIC PAYMENT OPTION:
You may elect to have your Minimum Payment Due, your total New Balance, or a Fixed Amount paid by automatic withdrawal from either your Regular Share Savings account or your Share Draft Checking account. We may require such election to be in writing. If the Fixed Amount Automatic Payment Option is chosen, and it does not meet the minimum payment due amount, it is your responsibility to ensure minimum payment in full, otherwise your loan will be considered in default. The Credit Union will attempt to make the payment transfer at the close of business on the date your payment is due. If the funds are not sufficient to pay your payment, the Credit Union may keep trying to make transfers of available funds each day until your entire payment is made; however, the Credit Union will not waive any rights to declare your loan in default by attempting to continue to make transfers. You may request to be removed from automatic payment transfer at any time by giving the Credit Union notice of your decision. We may require your notice to be confirmed in writing.

MONTHLY STATEMENT:
If you have a balance on your account at the end of the billing period, we will send you a statement. It will show the balance; any finance charges; fees; the minimum payment due and the payment due date. It will also show your current credit line; available credit; an itemized list of current charges; payments and credits and other important information. You must notify us of any change in your address so that we can properly direct the mailing of your statement.

VISA PLATINUM BENEFITS:
Visa platinum cardholders are eligible to receive special privileges as disclosed in additional literature.

ANNUAL FEE:
There is no annual fee.

CASH ADVANCE TRANSACTION FEE:
There is no transaction fee for cash advances.

LATE FEE:
If you are 10 days late in making a payment, your account will be charged a fee of up to $25.00.

DOCUMENTARY EVIDENCE CHARGES:
If you request documentary evidence of a transaction on your account (for example, a copy of a sales draft), we may pass along to you our cost of researching this evidence at a rate of $15.00 per hour. No such charge will be imposed unless the documentary evidence agrees with the transaction as previously reflected on your statement.

REPLACEMENT CARDS:
There will be a $5.00 per card charge for replacement of card(s) requested outside of normal card reissuance.

LOST OR STOLEN CARDS, ACCOUNT NUMBERS OR VISA CHECKS:
If a card, account number is lost or stolen, you must inform us immediately by calling 315.477.2200, 800.462.5000 or by logging on to your online account at www.empowerfcu.com. You agree to inform us of the time, place and manner of loss or theft and of your name and VISA account number.

LIABILITY FOR UNAUTHORIZED USE:
You will be liable for unauthorized use of your credit card in cases where you were grossly negligent or fraudulent in the handling of your account or card when your card was used with your PIN. You will not be liable for an unauthorized transaction by the use of your Visa card. You will not, in any case, be liable for unauthorized use that occurs after you notify us at the address or telephone number listed on your statement; however, you must identify, for us, the charges on the billing statement that were not made by you, someone authorized by you, and from which you received no benefit. Use which includes use of your PIN or which includes your negligence or fraud are considered by us as "authorized use".

DEFAULT AND COLLECTION COSTS:
We have the following rights in regard to default accounts: (a) Default: You will be in default on this account if: (1) you fail to make a required payment on time; (2) you fail to perform any other obligation to us, or any representation you make proves to be untrue; (3) you become the subject of a proceeding in bankruptcy; (4) any third party attempts, by legal process, to take any money or other property of yours that is in our possession; (5) if we reasonably believe you will not be able to repay us for any reason, including by way of illustration: any change in employment, an increase in your obligations, or if the value of our security declines materially. (b) Responses to Default: Upon default, we may without notice cancel the account and require immediate payment of all or any part of the balance due. If a demand for immediate payment has been made, the shares and deposits given us as security for this account can be applied toward your outstanding balance. We may also exercise any of our other rights. (c) Collection Fees and Costs: If we send your account to a Collection Service Agency, you agree to pay any and all reasonable collection fees and out-of-pocket costs incurred in collecting on the account. (d) Attorneys' Fees and Costs: If we refer your account to an attorney for collection, you agree to pay any and all reasonable attorneys' fees and out of pocket costs incurred in collecting on the account.

SECURITY INTEREST: IMPORTANT LIEN INFORMATION
You grant us security interest in all individual and joint accounts you have with us now and in the future to secure your credit card account. You authorize us to apply any or all funds on deposit with us to pay amounts due under this agreement should you default.

CANCELLATION:
You may cancel your account at any time by notifying us, in writing, and delivering the card(s) to us. The card(s) at all times remains our property, and must be surrendered immediately upon our request. Upon cancellation, you remain obligated to repay all amounts due under this Agreement. We may reduce your credit limit and cancel the account altogether. Unless you are in default, we will give you notice of any such reduction or cancellation. We may also cancel your account by not sending you a renewal card upon expiration at any time based upon our lending guidelines. We may also reissue a different card, account number, at any time. Regardless of whether your account has been cancelled, no card may be used after the expiration date indicated on the card.

REFUSAL TO HONOR CARD:
We are not responsible if we do not approve a purchase or cash advance on your account, or if a third party refuses to accept or honor the card, even if you have sufficient credit available. We may limit the number of purchases or cash advances which may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity. We may approve purchases or cash advances which cause the balance to exceed your credit limit without waiving any of our rights under this Agreement. We may temporarily suspend your credit privileges for security reasons.

SENDING NOTICES:
Any statement or notice to you under this Agreement will be sufficiently given if sent to your address, on file in connection with this account, or to a new address of which you have notified us in writing at least 20 days before the sending of the statement or notice.

IRREGULAR PAYMENTS:
We may accept late payments, partial payments, or items marked "payment in full" or the like without losing any of our rights under this Agreement.

DELAY IN ENFORCEMENT:
We may delay enforcing our rights under this Agreement without losing them.

RETURNS AND ADJUSTMENTS:
Merchants and others who honor the card may give you credit for returns and 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 $1.00 or more, refund it upon your written request or automatically after three (3) months.

YOUR BILLING RIGHTS – KEEP THIS NOTICE 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:

Empower Federal Credit Union
PO Box 11127
Syracuse, NY 13218-1127
You may also contact us on the web at
www.empowerfcu.com

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 bill, 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 or electronically. 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: 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. 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 bill 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 bill. We must tell you the name of anyone to whom we report 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 bill 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: 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.) 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. You must not yet have fully paid for the purchase. If all the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at:

Empower Federal Credit Union
PO Box 11127
Syracuse, NY 13218-1127
www.empowerfcu.com

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.

EMPOWER FEDERAL CREDIT UNION
315.477.2200
800.462.5000
www.empowerfcu.com

Your saving federally insured to at least $250,000 and backed by the full faith and credit of the United States Government
NCUA
National Credit Union Administration, a U.S. Government Agency
Federally Insured by NCUA

EQUAL HOUSING LENDER