VISA Platinum Cash Rewards Credit Card Agreement

In this agreement "you" and "your" mean or refer to all persons who have applied for this VISA credit card plan. "Card" means the VISA Platinum Cash Rewards Credit Card and any duplicates and renewals we issue. "Account" means your VISA Platinum Cash Rewards Credit Card line-of-credit loan account with us. "We," "Us," "Our", "Credit Union", or "UMCU" means or refers to the University of Michigan Credit Union. This agreement is a Truth-In-Lending Disclosure statement as well as a contract.

SECURITY INTEREST: ***THE GRANTING OF A SECURITY INTEREST IN YOUR SHARES AND DEPOSITS WITH US IS A CONDITION FOR YOUR CREDIT CARD ACCOUNT. BY SIGNING YOUR CARD, YOU GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE ALL ADVANCES MADE UNDER YOUR CREDIT CARD AGREEMENT. WE MAY, BUT DO NOT HAVE TO, ALLOW YOU TO WITHDRAW A PORTION OF YOUR SHARES OR DEPOSITS WITHOUT AFFECTING THE SECURITY INTEREST. SHARES IN AN INDIVIDUAL RETIREMENT ACCOUNT AND ANY OTHER ACCOUNT THAT WOULD LOSE SPECIAL TAX TREATMENT UNDER STATE AND FEDERAL LAW IF GIVEN AS SECURITY ARE NOT SUBJECT TO THE SECURITY INTEREST YOU HAVE GIVEN IN YOUR SHARES.***

1. **ISSUANCE OF CARDS:** We will issue VISA credit cards embossed as you direct in your application for this plan. As soon as received, the person whose name is embossed on the card must sign it on the back. That signature must be in the same form as the name embossed on the front of the card.

2. **USE OF CARDS:** You agree not to let anyone else use your card. If you authorize another person to use your Card(s) for any transaction(s), you agree to be responsible for all transactions performed by that person, even those not expressly authorized by you.

   If you notify us to do so, we will take prompt steps to prevent further card use. If you do not wish to be bound by this agreement, as soon as you receive your card, cut it in half and return it to us. You agree that when you or any authorized user of your card(s) uses the card to make a purchase or obtain a cash advance that the terms of this agreement shall become effective.

3a. **USING THE CARD:** To make a purchase or obtain a cash advance, present this card to a participating VISA plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which will be imprinted with your card number. You will receive a copy of the draft, which you should retain to verify your monthly statement. You may not receive a sales draft if the transaction is below a minimum transaction amount defined by VISA.

3b. The VISA Card may not be used for any illegal transaction. This includes, but is not limited to, illegal Internet gambling.

3c. **OVERDRAFT PROTECTION:** Advances may be made from your VISA loan for overdraft protection purposes to cover transactions for which sufficient funds are not available in Credit Union savings and checking accounts designated by you. You take full responsibility for repayment of all overdraft advances from this VISA loan to Credit Union accounts designated by you even if the designated account is owned in full or in part by another individual or entity.

4. **FEES:** Under this agreement you agree to pay the fees listed below: All fees will be posted to your VISA account as a purchase.

CARD FEES	
Initial Card (for each VISA cardholder):	FREE
Replacement Card:	$ 5.00
TRANSACTION FEES	
Balance Transfer:	FREE
Cash Advance:	FREE
Foreign Transaction: (transaction in foreign currency or with foreign merchant)	1% of transaction amount in U.S. dollars
Non-UMCU/Non-CO-OP Network ATM Transaction: (waived for 4 transactions per month for accounts in good standing; surcharge fees may apply)	$ 2.00
Overdraft Protection Advance:	$ 2.00
PENALTY FEES	
Late Payment: (payment received after 10th of month following payment due date)	Up to $35.00
OTHER FEES	
Expedited Phone Payment:	$10.00
Sales Draft Copy:	$10.00
Statement Copy:	$ 5.00
Account Research:	$30.00/hour

   Expedited Card Delivery: If expedited delivery is required, you agree to pay the cost of any shipping charges.

5. **CASH BACK BONUS-** All purchases made with the **VISA Platinum Cash Rewards Card** earn a cashback bonus. Cash advances, balance transfers, and transfers for overdraft do not earn the cashback bonus. The VISA Platinum Cash Rewards cashback bonus rate is 1.10%. Credits for returned merchandise and credits for disputed transactions will be deducted from the bonus total. The bonus will be paid at least annually and will be deposited to a credit union share savings account. Any earned and unpaid cashback bonus will be forfeited upon closure of the VISA Platinum Loan. The credit union reserves the right to change and/or terminate the cashback bonus at any time.

6. **PROMISE TO REPAY:** You promise to repay us for all credit extended pursuant to authorized use of the card, plus interest charges and other charges as provided in this agreement. If two persons apply for this loan plan, each of you is liable, separately and jointly with the other, to repay all such credit, interest charges and other charges. 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 or one of the other responsible persons to pay the account.

7. **CREDIT LIMIT:** You will be advised of your credit limit under this plan in the notice of approval for participation in this loan plan. Each payment you make to the account will replenish your credit limit by the part of that payment which is applied to principal. You agree not to use your card(s) so as to exceed this credit limit. You must submit an application to us in order to increase your credit limit.

8. **MONTHLY PAYMENT:** We will provide you with monthly statements of your VISA loan account as required by law. Every month you promise to pay at least the minimum payment on your statement by the due date specified on your statement. The minimum payment will be either (a) 2% of your total new balance, or $25.00, whichever is greater, or (b) your total new balance, if it is less than $25.00 plus (c) any portion of the minimum payment(s) shown on prior statements which remains unpaid. In addition, if at any time your total new balance exceeds your credit limit, you agree to immediately pay the excess.

   You may pay more frequently, pay more than the minimum payment, or pay the total new balance in full, and you will reduce the interest charge by doing so. If you make extra or larger payments, you still are required to make at least the minimum payment every month your account has a balance.

   By separate agreement you may authorize us to transfer a specified payment amount automatically from your Share Savings or Checking Account with us on the payment due date.

   E-statements: If you agree to have your monthly statement provided electronically, you will be sent a notice via e-mail when your e-statement is available that will direct you to MemberNet Online Banking at umcu.org where you may access, review, print and otherwise copy/download your monthly statements using procedures that we authorize. E-mails will be sent to the e-mail address provided for the primary owner on your credit union account.

9. **ALLOCATION OF PAYMENTS:** We will apply your payments as follows:
   (a) To all outstanding fees and costs, then
   (b) To total unpaid interest charges, then
   (c) To principal balance

   If a payment is not sufficient to cover the interest charge already billed on your statement(s), the remainder of that interest charge will be collected from later payments and will not be added to the daily balance of purchases or cash advances.

10. **CREDITING OF PAYMENTS:** Payments made by 5:00 pm Eastern time at the address provided on the billing statement or during regular business hours at our office will be credited as of the date of receipt.

11. **IRREGULAR PAYMENTS:** We can accept late payments or partial payments, or checks/drafts and money orders marked "payment in full" without losing any of our rights under this agreement. Any communications concerning a disputed balance, including an instrument tendered as full satisfaction of a debt, must be sent directly to University of Michigan Credit Union, ATTENTION: RISK MANAGEMENT, 340 E Huron, Suite 100, Ann Arbor, Michigan 48104.

12. **ANNUAL PERCENTAGE RATE:** The **VISA Platinum Cash Rewards** is subject to a periodic rate of **1.0825%**, which corresponds to an **ANNUAL PERCENTAGE RATE** of **12.99%** This **ANNUAL PERCENTAGE RATE** does not include costs other than interest.

13. **PAYING INTEREST:** Your due date is 27 days after your statement closing. We will not charge you any interest on purchases if you pay the entire statement balance in full by the due date each month. We will begin charging interest on cash advances and balance transfers as of the transaction posting date. If you fail to pay the entire balance shown on any statement within 27 days of the closing date of that statement, we will begin charging interest on the average daily balance from the 1st day of the current billing cycle.

14. **HOW WE WILL CALCULATE YOUR BALANCE AND INTEREST:** We calculate your balance using a method called "average daily balance (including new purchases)." This balance is calculated by adding the outstanding balance (including new purchases and deducting payments and credits) for each day of the billing cycle, and then dividing by the number of days in the statement period. The daily balance is calculated separately for purchases and cash advances.

    The interest charge is calculated using the **ANNUAL PERCENTAGE RATE** currently in effect. The periodic daily rate is calculated by dividing the **ANNUAL PERCENTAGE RATE** by 365 days. The periodic daily rate is then multiplied by the number of days in the statement period and applied to the calculated average daily balance.

15. **RETURNS AND ADJUSTMENTS:** If merchants who honor your card process a return or adjustment, they will do so by sending us a credit, which we will post to your VISA loan account, and you agree to accept returns or adjustments in this manner. You should keep your copy of the credit slip to verify the transaction on your monthly statement. The credits posted to your VISA account do not count as monthly payments. You are required to make at least your minimum monthly payment each month, regardless of whether a credit was posted to your account. However, if your credits and payments exceed the balance you owe us, we will hold and apply this credit balance against future purchases and cash advances, a minimum payment would not be due and will refund this credit balance after six (6) months or upon your written request.

16. **FOREIGN TRANSACTIONS:** Purchases and cash advances made in foreign currencies will be posted to your VISA loan in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions 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. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date of cardholder statement posting date. You agree to pay a foreign transaction fee for transactions processed in foreign currencies or by foreign merchants.

17. **LOSS, THEFT, OR UNAUTHORIZED USE OF CARD:** You agree that you will contact the Credit Union immediately at 734-662-8200 or 800-968-8628 if you learn or believe that your card has been lost, stolen, or used by some other person without your permission. Outside of normal business hours call 800-991-4965 or 800-847-2911 (if outside of the United States). You may also write to University of Michigan Credit Union, Attn: Card Services, PO Box 7850, Ann Arbor, MI 48107. Telephoning is the best way to limit the possible losses and liability.17. **LIABILITY FOR UNAUTHORIZED USE:** 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 us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized use of your card(s) unless you were grossly negligent or fraudulent in the handling of your credit card(s). In any case, your liability will not exceed $50.

18. **DEFAULT:** Your account shall be in default if any of the following things occur: (a) you do not make any payment or perform any obligation under this agreement that you have with the Credit Union; or (b) you have made a false or misleading statement in your credit application and/or in your representations to the Credit Union while you owe money on this loan; or (c) you should die, or be involved in any bankruptcy, insolvency, receivership or custodial proceeding brought by or against you; or (d) a judgment or tax lien should be filed against you or any attachment or garnishment should be issued against any of your property or rights, specifically including anyone starting an action or proceeding to seize any of your funds on deposit with the Credit Union; and/or (e) the Credit Union should, in good faith, believe your ability to repay your indebtedness hereunder is or soon will be impaired, time being of the very essence. Upon any occurrence of Default, and to the extent permitted by law, the entire balance of your account shall be immediately due and payable, without prior notice or demand, and you understand that interest will continue to accrue at the ANNUAL PERCENTAGE RATE shown on the reverse side. If the entire balance is not paid immediately upon Default, the Credit Union may take whatever actions are permitted by law.

19. **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 our credit experience with you under this loan plan to credit bureaus and other creditors. As may be required by law you are hereby notified that a negative credit report affecting your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

20. **AMENDMENTS:** From time to time, we may amend this agreement by giving you written notice of the amendment at least 45 days before it goes into effect, unless a shorter notice period is permitted by law. The notice will be sent to your last known address appearing in our records when it is sent, and will state the date upon which the amendment will become effective. Amendments to the ANNUAL PERCENTAGE RATE or to any other fees or terms to this agreement may be announced in our newsletter, MemberGuide. Your use of the card thereafter will indicate your agreement to the amendments. **E-statements**: If you agree to have your monthly statement provided electronically, you also agree to have notice of any amendments to this agreement sent electronically to the e-mail address provided for the primary owner on your credit union account. 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 unless you provide notice of your election to terminate the account and surrender your card(s) on or before the effective date of the changes, in which case you will entitled to repay your balance in accordance with the terms and conditions in effect at that time.

21. **EFFECT OF AGREEMENT:** This agreement contains our complete contract relating to this loan plan and applies to every transaction relating to it even though a sales or cash advance draft you sign or a credit or other slip may contain different terms.

22. **ELECTRONIC ADVANCES OR PURCHASES:** If automated teller machines or other electronic devices are available while this agreement remains in effect which make it possible for you to obtain a cash advance by use of your card in such a machine, or to make a purchase from a merchant that uses the card in an electronic terminal that accesses the VISA system, we will furnish you with a secret PERSONAL IDENTIFICATION NUMBER (PIN). You agree to keep the PIN secret. You also agree that you won't write the PIN on the card or anything you keep with the card. Your use of the PIN, together with your card, in getting a cash advance or making a purchase is agreed to constitute your signature for purposes of such transaction.

23. **PLAN MERCHANT DISPUTES:** We are not responsible for the refusal of any merchant or financial institution to honor your card. Except as provided in "Your Billing Rights" at the end of this agreement, you promise to pay what you owe us under this loan plan even if you have a dispute with a merchant who honored your card.

24. **RENEWAL:** Cards are issued with an expiration date and are renewed for a pre-determined period. **We have the right, on written notice, not to renew your card for any reason.**

25. **CHANGE OF ADDRESS:** If you move, you agree to notify us of your new address. If you have agreed to receive your monthly statement electronically, you agree to notify us of any change in your e-mail address. Otherwise we may send monthly periodic statements and other notices to you at the address shown for you in our records. On a joint account, we will send statements and notices to only one of you. Unless we notify you otherwise, you agree to send notices to us at P.O. Box 7850, Ann Arbor, Michigan 48107.

26. **CANCELLATION:** The cards are our property. You may cancel this agreement at any time by giving us written notice and returning the card(s) cut in half to us. We can reduce your credit limit or cancel this agreement for good cause, including your breach of this agreement, or our adverse redetermination of your creditworthiness. Cancellation by you or by us does not change your obligation to pay us what you then owe us under this loan plan. If we cancel, you promise to return the card(s) to us. We will notify you in writing if we cancel this agreement or reduce your credit limit.

27. **RESTRICTION OF CREDIT UNION SERVICES**: If this loan plan or any other loans that you have with us are past due, credit union services may be restricted.

28. **DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this agreement without losing them.

29. We reserve the right to block transactions from certain merchants and certain geographic regions due to a high incidence of fraud from that merchant or region. You can obtain a list of affected merchants and geographic regions by contacting us.

The laws of the State of Michigan govern this agreement, except to the extent that federal law controls.

YOUR BILLING RIGHTS: Keep this Document for Future Use

This notice informs you about your rights and 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:

Credit Card Department
P.O. Box 7850
Ann Arbor, MI 48107

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. If you call us, we are not required to investigate any potential errors and you may be required 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 after 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 questions, 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 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 $50.00 of the amount in 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:

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:

Credit Card Department
P.O. Box 7850
Ann Arbor, MI 48107

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.