

AMERICAN EAGLE FEDERAL CREDIT UNION™
VISA® Platinum Credit Card Agreement

M-100421

NOTICE: "See last page for important information regarding the right to dispute billing errors."

In this Agreement, the words you and your mean each and all of those who apply for the card and accept this Agreement. Card means the VISA® Credit Card and any duplicates and renewals we issue. The word "P.I.N." means Personal Identification Number issued by us for use to access our Electronic Remote Teller (CURT), the VISA® ATM Network automated teller machines (ATMs), or any other type of electronic terminal that provides access to the VISA® system. Everyone who receives, signs, or uses a card issued under this Agreement must be a member of this Credit Union. Account means your VISA® Credit Card Line of Credit account with us. We, us, and our means American Eagle Federal Credit Union. This is the Cardholder Agreement and Disclosure statement ("Agreement") that governs the use of your Account. It supercedes any prior Agreement concerning the Account. Please read it and keep it for your records.

1. Responsibility. When a card is issued to you, 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 the 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 so request and 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 or 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.

2. Lost Card Notification/Liability for Unauthorized Use. If you believe the card has been lost or stolen, you will immediately call 1.800.449.7728 and report the lost or stolen card. You may be liable for the unauthorized use of your Credit Card. You agree to cooperate with the investigation of the loss, theft, or unauthorized use of your card including providing a signed affidavit containing whatever reasonable information we require.

3. Credit Line. If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the Account will restore your Credit Line by the amount of the payment that is applied to principal. You may request an increase in your Credit Line by written application to the Credit Union or by calling 1.800.842.0145. This Agreement permits us to make certain changes to the terms of your Credit Line at specified times or upon the occurrence of specified events. By giving you written notice, we may increase or reduce your Credit Line from time to time with good cause, revoke your card, and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse reevaluation of your credit-worthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of this Agreement.

4. 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 your Account to credit bureaus and other creditors who inquire of us about your credit standing to the extent authorized in our By-Laws.

5A. Monthly Payment. In each month in which you have a credit or debit on your Account, or a FINANCE CHARGE has been imposed, we will mail you a statement showing your Previous Balances of purchases and Cash Advances, the current transactions on your Account, the remaining credit available under your Credit Line, the New Balances of purchases and Cash Advances, the Total New Balance, the FINANCE CHARGE due to date, and the Minimum Payment required. Every month you must pay at least the

Minimum Payment within 25 days of your statement closing date. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce the FINANCE CHARGE by doing so. The Minimum Payment will be either (a) 2.5% of your Total New Balance or \$25, whichever is greater, or (b) your Total New Balance, if it is less than \$25, plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand.

5B. Skip Payment Option. At our option, we may not require you to make a Minimum Payment during certain designated billing cycles. If, pursuant to an allowed skip payment, you do not make your Minimum Payment as otherwise provided in this Agreement, you understand that we will continue to apply FINANCE CHARGES to your Account. Beginning with the billing cycle following an allowed skip payment, all other provisions of this Agreement shall apply.

6. Payment Allocation. Upon receipt of a payment from you, we will first apply the payment to the minimum payment amount due. Any extra amounts shall be paid first to the card balance bearing the highest rate of interest and then to each successive balance bearing the next highest rate of interest, until all amounts are paid in full.

7A. ANNUAL PERCENTAGE RATE (APR). The ANNUAL PERCENTAGE RATE (APR) will be a VARIABLE rate. The APR will be based on the U.S. Prime Rate as published in the *Wall Street Journal* on the 10th business day of December. **Your APR will be based upon your cumulative credit history and determined by adding 4.65%, 6.25%, 8.25%, 11.25%, or 12.25% to the U.S. Prime Rate.** Regardless of the rate as determined pursuant to the index and formula, the maximum rate will never exceed 18%.

7B. Failure to Make Minimum Payment - Default Account APR. We may increase the APR applicable to your outstanding balances to **18%** if we have not received the Minimum Payment within sixty (60) days after the payment is due. If we intend to increase your APR under these circumstances, we will give you written notice at least 45 days prior to the effective date of the change. This increased APR will remain in effect for no longer than six (6) months, provided that you make the required Minimum Payments on time during that period.

7C. FINANCE CHARGES. The PERIODIC RATE (FINANCE CHARGE) will be one-twelfth of the APR. You can avoid a FINANCE CHARGE on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and subsequent purchases from the date they are posted to your Account, will be subject to FINANCE CHARGE. Cash Advances are always subject to FINANCE CHARGE from the date they are posted to your Account. If Balance Transfers or Convenience Checks are used, the amount of each we pay will be charged to your Account as a Cash Advance and subject to FINANCE CHARGES as Cash Advances. We

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calculate the FINANCE CHARGE on your Account by applying the periodic rate to the average daily principal balances of purchases and Cash Advances on your account. To get the average daily balance, we take the principal balances of purchases or Cash Advances each day during the statement period, beginning with the principal portion of your Previous Balances, reduced by payments you make and credits we apply, and increased by purchases and Cash Advances you make and debit adjustments we make during the statement period. We add up all the daily balances and divide the total by the number of days in the statement period to produce separate average daily principal balances for purchases and Cash Advances to which the periodic rate is then applied.

8. Fees and Other Charges.

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

- a) **Over-the-Credit-Limit Fee with Opt-In:** If a transaction will cause you to exceed your Credit Limit, we will not complete the transaction until you "opt-in" by giving us your express permission to exceed your Credit Limit. If you opt-in, we will charge your Account an over-the-credit-limit fee of \$24.00 in the billing cycle that the Credit Limit is exceeded. Once you opt-in and allow us to exceed your Credit Limit, we will charge you an over-the-limit fee each time you exceed your Credit Limit until you revoke the authorization. You may opt-in or opt-out by submitting a request in writing to the Credit Union or by calling 1.800.842.0145.
- b) **Late Payment Fee:** We will charge your Account a late payment fee of \$25.00 if payment has not been received by the payment due date printed on your billing statement.
- c) **Card Replacement Fee:** We will charge your Account a \$5.00 fee each time you request a replacement card. (Lost/Stolen)
- d) **Copy of a Statement Fee:** We will charge your Account \$1.00 per statement copy fee whenever you request statements other than the most recent 2 months.
- e) **Rush Card Delivery Fee:** We will charge your Account a rush card(s) delivery fee of \$10.00 should you request overnight delivery of a card.
- f) **Cash Advance Fee:** We will charge your Account a Cash Advance fee of \$5.00 minimum or 3% of the amount of the advance, but not more than \$40.00 when you obtain a Cash Advance from an automated teller machine (ATM), the Credit Union, or other financial institution.
- g) **Money Orders and Wire Transfers:** We will charge your Account a fee of \$5.00 minimum or 3% of the amount of the transaction, but not more than \$40.00.
- h) **Balance Transfer Fee:** We will charge your Account a Cash Advance fee of \$5.00 minimum or 3% of the amount of the advance, but not more than \$40.00 when you transfer a balance to the card (unless specifically waived during a special promotion).

9. Default. You will be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy, or insolvency proceedings involving you, your death, or your failure to abide by this Agreement, or if the value of our security interest materially declines. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney's fees.

10. Using the Card. To make a purchase or Cash Advance, there are two alternative procedures to be followed. One is for you to present the card to a participating VISA[®] plan merchant, or to us or to another financial institution, and sign the sales or Cash Advance draft, which will be imprinted with your card. The other is to use your Personal Identification Number (P.I.N.) in conjunction with your card or obtain Cash Advances

from our electronic remote teller machines (CURTs), the VISA[®] ATM Network automated teller machines (ATMs), or any other type of electronic terminal that provides access to the VISA[®] system at any hour of the day (not all ATMs provide such access). If you use our electronic remote teller machines (CURTs), the VISA[®] ATM Network automated teller machines (ATMs), or any other type of electronic terminal that provides access to the VISA[®] system, the dollar amount you may withdraw each day is limited to \$1,000 or your Authorized Limit, whichever is less. For security reasons, the number of Cash Advances on your Account from VISA[®] ATM Network automated teller machines (ATMs) will be limited to 5 transactions each day.

11. Using the Account. We offer Convenience Checks for use with your Account as an optional means to purchase goods or services or to obtain cash. If you do not wish us to send Convenience Checks to you, we will flag your Account upon written notification from you. If Convenience Checks are used, the amount of each Convenience Check we pay will be charged to your Account as a Cash Advance and subject to FINANCE CHARGES as outlined in **Section 7C. FINANCE CHARGES**. There is no charge for the cost of supplying you the Convenience Checks. Convenience Checks may be used only by a Cardholder and must be completed and signed in the same way as a regular personal check. We will not certify a Convenience Check. Convenience Checks, which you use and we pay, are not returned to you but are identified on your monthly billing statement. We will pay each Convenience Check you use except that you will not write a Convenience Check and we do not have to pay any Convenience Check under the following circumstances: (a) you do not have enough available credit in your Account; (b) your Account has expired, or your right to use your Account has been suspended or cancelled by us; (c) your card or checks have been reported stolen; (d) your check is postdated (shows a future date); or (e) if you are in default under this Agreement as outlined in **Section 9. Default**. If we do not pay a Convenience Check written against your Account, we will return it to the payee.

12. Credit Union Checking Account Overdraft Credit Line. Your VISA[®] Line of Credit will enable you to prevent overdrafts on your Credit Union Checking Account. Provided you have contracted for a Credit Union Checking Account with Overdraft Protection, and you are entitled to Cash Advances under your VISA[®] Loan Account, we may correct an overdraft on your Credit Union Checking Account by advancing funds into your Checking Account as needed to cover the exact amount of the overdraft up to your available VISA[®] Credit Line. The advanced funds will post as a VISA[®] Cash Advance and will be added to your VISA[®] Cash Advance balance and FINANCE CHARGES will apply. Any loan amounts transferred to your Checking Account in excess of the drafts presented for payment at that time will remain in your Checking Account for future use.

13. Returns and Adjustments. Merchants and others who honor the card may give credit for returns or 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 or more, refund it on your written request or automatically after 6 months.

14. Foreign Transactions. Purchases and Cash Advances made in foreign countries and foreign currencies will be billed to you 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, plus 1 percent.

15. Plan Merchant Disputes. We are not responsible for the refusal of any plan merchant or financial institution to honor your card. We are subject to claims and defenses (other than tort claims) arising out of goods and services you purchase with the card only if you have made a good faith

attempt, but have been unable to obtain satisfaction from the plan merchant, and (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than \$50 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

16. Security Interest. To secure your Account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the Account. If you default, we will have the right to recover any of these goods that have been paid for through our application of your payments in the manner described in **Section 6. Payment Allocation**.

17. Credit Insurance. If you choose the voluntary Payment Protection Plan, the premiums for such coverage will be added to your outstanding balance appearing as a purchase.

18. Nonwaiver of Rights. We can delay enforcing any of our rights under this Agreement without losing those rights. We can accept late payments or partial payments without losing any of our rights under this Agreement.

19. Law That Applies. This Agreement and the rights and remedies given to you and us by this Agreement will be governed by Connecticut Law.

20. Illegal Transactions. Your VISA® Credit Card may not be used for any illegal transaction such as unlawful gambling. Use of your card for gambling transactions (including obtaining a Cash Advance for purposes of gambling), whether such transaction is legal or illegal, is prohibited.

21. Effect of Agreement. This Agreement is the contract that applies to all transactions on your Account even though the sales, Cash Advance, credit, or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you advance written notice as required by law. Your use of the card thereafter will indicate your agreement to the amendments. 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.

22. Change in Employment. You agree to notify us if your employment status changes.

23. Acceptance of Agreement. You understand that use of your VISA® credit card will constitute acceptance of the terms and conditions contained in this Agreement. If you do not agree to the modified terms of this Agreement, which supercedes any and all prior Agreements concerning your Account, you must notify us within thirty (30) days of receipt of this Agreement at the address provided on your bill.

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 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 (3) business days before the automatic payment is scheduled to occur.

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 is 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 Charge 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 (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. We must tell you the name of anyone we reported you to. We must tell anyone we have reported 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.

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.

Your Rights and Our Responsibilities After We Receive Your Written Notice

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