
CONSUMERS CREDIT UNION VISA/GOLD MASTERCARD CREDIT CARD AGREEMENT

In this Agreement the words "you" and "your" mean each and all of those who apply for the card or who sign the Loan Application and Agreement to Terms. "Card" means the VISA/GOLD MASTERCARD Credit Card and any duplicates and renewals we issue. Everyone who receives, signs or uses a card issued under this Agreement must be a member of this Credit Union. "Account" means your VISA/GOLD MASTERCARD Credit Card Line of Credit account with us. "We", "us" and "ours" means this Credit Union.

1. Responsibility. If we issue you a card, you agree to repay all debts and the **INTEREST CHARGES** and fees arising from the use of the card and the card account. For example, you are 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 in 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. If Your Card is Lost or Stolen or if an Unauthorized Use Occurs. You agree to notify us immediately if your card is ever lost or stolen or if an unauthorized use may have occurred. "Unauthorized use" means the use of the Card by someone other than you who does not have actual, implied or apparent authority for such use, and from which you receive no benefit. The telephone number to call is (800) 991-2221, and you agree to follow up your call with notice in writing to us at: Consumers Credit Union, VISA/GOLD MASTERCARD Credit Card Services, P.O. Box 525, 7040 Stadium Dr., Oshtemo, MI 49077-0525. On weekends, holidays or after Credit Union hours, call 1-800-449-7728. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your credit card and comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user. *For Visa Cards:* You will be liable for any unauthorized use only if we can prove that you were grossly negligent in your use or handling of your VISA Card, or if we can prove that you used your VISA Card fraudulently. *For MasterCard:* You will have zero liability for unauthorized MasterCard transactions, provided that: the loss of the theft or unauthorized use is reported within 24 hours of discovery; you use reasonable care in safeguarding the Card from risk of loss or theft; you have not reported two or more incidents of unauthorized use to us in the preceding 12 month period; and the account is in good standing.

3. Using the Card. You may use the card issued to you to make purchases in person, and by mail or telephone from merchants and others who accept VISA/GOLD MASTERCARD cards. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the VISA/GOLD MASTERCARD program and from ATMs (automated teller machines) such as the VISA/GOLD MASTERCARD ATM Network, that provide access to the VISA/GOLD MASTERCARD system. Not all ATMs provide such access. You will need to use your PERSONAL IDENTIFICATION NUMBER (PIN) to obtain a cash advance from an ATM.

4. Illegal Use and Internet Gambling. You agree that all transactions that you initiate by use of your VISA/GOLD MASTERCARD Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your VISA/GOLD MASTERCARD Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. You agree to repay according to the terms of this Agreement all transactions you initiate by use of your VISA/GOLD MASTERCARD, whether deemed legal or illegal.

5. 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 which is applied to principal. You may request an increase in your Credit Line at any time by contacting us subject to approval by our loan committee or loan officer. By giving you written notice our loan committee or loan officer may reduce your Credit Line from time to time, or 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 creditworthiness. Any cardholder may also terminate this Agreement at any time, but termination 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.

6. Monthly Payment. We will mail you a statement every month 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 **INTEREST CHARGES** and fees due to date, and the minimum payment required. Every month you must pay at least the minimum payment by the due date indicated on your statement. If late, we will assess, and you will pay a late payment fee of up to \$25.00. 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 **INTEREST CHARGE** by doing so. The minimum payment is disclosed on your Truth-in-Lending Statement. We may accept checks marked "payment in full" or with words of similar effect without losing any of our rights to collect the full balance of your account with us.

7. 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.

8. Interest Charges. You can avoid an **INTEREST 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 an **INTEREST CHARGE**. Cash advances are always subject to an **INTEREST CHARGE** from the date they are posted to your account. An **INTEREST CHARGE** (interest) is calculated at the **ANNUAL PERCENTAGE RATE** disclosed on your Truth-in-Lending Statement, on the average daily principal balance of purchases and cash advances you make and debit adjustments the credit union makes during the statement period. The daily principal balances are totaled, and divided 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.

Gold MasterCard: A Monthly Periodic Rate will be charged and the Annual Percentage Rate that corresponds to the periodic rate can change if the Prime Rate changes. The minimum and maximum **Annual Percentage Rates (APRs)** that can apply are disclosed on your Truth-in-Lending Statement. The **Annual Percentage Rate (APR)** you pay will be based on a periodic review of your account and credit history. Your **Annual Percentage Rate (APR)** will be adjusted accordingly.

Platinum Visa Rewards: A Monthly Periodic Rate will be charged and the Annual Percentage Rate that corresponds to the periodic rate can change if the Prime Rate changes. The minimum and maximum **Annual Percentage Rates (APRs)** that can apply are disclosed on your Truth-in-Lending Statement. The **Annual Percentage Rate (APR)** you pay will be based on a periodic review of your account and credit history. Your **Annual Percentage Rate (APR)** will be adjusted accordingly.

9. Balance Transfer Rates. Balance Transfers are processed as cash advances and therefore from the date they are posted to your account will be subject to an **INTEREST CHARGE**. The balance Transfer interest rates are disclosed on your Truth-in-Lending Statement. Your account's **Annual Percentage Rate** for Balance Transfers will be terminated if your account is 62 days or greater past due.

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10. **Default.** You may be in default if you fail to make any Minimum Payment on or before the due date on your periodic statement. You will also be in default if your ability to repay the credit union 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 the credit union's security interest materially declines. The Credit Union has the right to demand immediate payment of your full account balance if you default, subject to the credit union giving you any notice required by law. To the extent permitted by law, you will also be required to pay the Credit Union's collection expenses, including court costs and reasonable attorney's fees.

11. **Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by submitting a credit slip which 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 refund it upon your written request.

12. **Foreign Transactions.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be (1) a rate selected by VISA/GOLD MASTERCARD from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA/GOLD MASTERCARD itself receives, or (2) the government mandated rate in effect for the applicable central processing date; in each instance which amount shall be increased by a transaction fee imposed by the Credit Union in the amount disclosed on your Truth-in-Lending Statement.

13. **Cross-border Transaction Pricing.** Cross-border transaction pricing refers to any transaction on a MasterCard or Visa branded credit card in which the cardholder country code differs from the country code of the merchant. U.S. region issuers will pay MasterCard or Visa an "Issuer Crossborder Assessment" on all cross-border Transactions on U.S.-issued MasterCard or Visa branded credit cards. This assessment will be calculated by multiplying the Issuer Settlement Amount for each Cross-border Transaction by the amount disclosed on your Truth-in-Lending Statement. In addition to the Issuer Cross-border Assessment, there is a "Currency Conversion Assessment" in the amount disclosed on your Truth-in-Lending Statement.

14. **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 or 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.

15. **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 those goods which have not been paid for through our application of your payment in the manner described in section (6) Monthly Payment. With respect to this account only, we will not assert any statutory right we may have if you are in default to prevent withdrawal of your unpledged Credit Union shares (deposits) below the unpaid balance of your account.

16. **Effect of Agreement.** This Agreement is the contract which 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 any advance written notice 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.

17. **No Waiver.** The Credit Union can delay enforcing any of its rights any number of times without losing them.

18. **Statements and Notices.** Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

Contractual Pledge of Shares: I pledge all my shares and deposits in the credit union, including future additions, as security for advances under this Consumer Lending Plan. THIS PLEDGE OF SHARES INCLUDES ADVANCES TAKEN ON MY CREDIT CARD ACCOUNT(S). In case I default, you may apply these shares and deposits to the payment of all sums due at the time of default, including costs of collection and reasonable attorney's fees. No lien or right to impress a lien on shares and deposits shall apply to any of my shares which may be held in an "Individual Retirement Account" or "Keogh Plan."

19. **Final Expression.** This Agreement is the final expression of the terms and conditions of this VISA/GOLD MASTERCARD line of credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

20. **Copy Received.** You acknowledge that you have received a copy of this Agreement.

21. **Record Keeping.** You hereby agree that the credit union may keep the portion of the Agreement which bears your signature so that Consumers Credit Union can comply with federal and/or state law relating to loan documents the credit union is required to keep in its file.

22. **Payment Application.** Subject to applicable laws, your payments may be applied to what you owe the credit union in any manner the credit union chooses.

23. **Penalty APR.** Your APR for purchases, balance transfers and cash advances may vary and increase to a higher APR (including any introductory rate or other rate specials if applicable) if you make a payment that is late 60 days or more to the credit union when due, or you make a payment that is dishonored for any reason. If your account is not current for more than any 2 billing cycles in a 6 month period your account will receive the Penalty APR. The Penalty rate for Gold MasterCard and Platinum Visa Rewards is disclosed on your Truth-in-Lending Statement. Visa secured cards are not subject to Penalty rates. Your account must be current for 6 consecutive billing cycles in order for the Penalty rate to be removed.

24. **Additional Benefits.** The Credit Union may from time to time offer additional services to your card such as travel and accident insurance, rewards and auto rental insurance to your account at no cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change these additional benefits at any time.

25. **Important information for CURewards card holders.** Points will accrue over three calendar years and will expire on a first in first out basis annually; points earned in calendar year one will expire on the last day of calendar year three. (For example points earned in 2011 will expire December 31, 2013; points earned in 2012 will expire December 31, 2014 and so on.) Your account must be open and in good standing to redeem rewards. Some restrictions and limitations may apply. Complete details on the CURewards program will be sent to you once your account has been opened. The Credit Union has the right to change the CURewards program at any time.

CONSUMERS CREDIT UNION IMPORTANT CREDIT CARD DISCLOSURES

The following disclosure represents important details concerning your credit card. The information about costs of the card is accurate as of _____. You can contact us toll free at (800) 991-2221 or Consumers Credit Union, P.O. Box 525, 7040 Stadium Dr., Oshtemo, MI 49077-0525 to inquire if any changes occurred since the effective date.

INTEREST RATES and INTEREST CHARGES:			
	Gold MasterCard	Platinum Visa Rewards	Secured Visa
Annual Percentage Rate (APR) for Purchases	8.99% - 22.99% depending on your credit history.	9.99% - 22.99% depending on your credit history.	21.00%
APR for Cash Advances	8.99% - 22.99% depending on your credit history.	9.99% - 22.99% depending on your credit history.	21.00% .
APR for Balance Transfers	_____ % Introductory APR for _____ months. After that, your Standard APR will be 8.99% - 22.99% depending on your credit history.	_____ % Introductory APR for _____ months. After that, your Standard APR will be 9.99% - 22.99% depending on your credit history.	_____ % Introductory APR for _____ months. After that, your Standard APR will be 21.00% .
Penalty APR and When it Applies	22.99% This APR may be applied to your account if you make a payment that is late 60 days or more. How Long Will the Penalty APR Apply? If we increase your APRs due to a late payment, we may keep them at this higher level on existing and new balances until you make six consecutive on-time payments.		
Paying Interest	Your due date is at least 21 days after we mail your billing statement. We will not charge you interest on purchases if you pay your entire new purchase balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.		
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:			
	Gold MasterCard	Platinum Visa Rewards	Secured Visa
Fees to Open or Maintain your Account • Annual Fee:	None	None	\$25.00
Transaction Fees • Cash Advance: • Foreign Transaction & Cross-Border Assessment:	2% of the amount of each cash advance with a minimum of \$2.00 and a maximum of \$25.00 2% of each transaction in U.S. dollars regardless of whether the transaction involves a currency conversion and 0.008% of the Issuer Settlement Amount and 0.002% of the Issuer Settlement Amount if there is a currency conversion.		
Penalty Fees • Late Payment: • Over-the-Credit Limit: • Returned Payment:	Up to \$25.00 if your payment is late. None Up to \$25.00 if your payment is returned for any reason.		

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

Loss of Introductory Rate: We may end your Introductory Rate and apply the Penalty APR disclosed above if you make a late payment.