

VISA® CREDIT CARD AGREEMENT AND DISCLOSURES

NOTICE: See reverse side for important information regarding your rights to dispute billing errors.

In this agreement the words “you” and “your” mean each and all of those who apply for and use the card. “Card” means the VISA Credit Card and duplicate and renewals we issue. Only Credit Union members may apply for a card. “Account” means your VISA 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 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 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 judgement 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. If you believe the card has been lost or stolen, you will immediately call the Credit Union at 937/225-6800 or 800/762-9555 (after business hours, 800/991-4961).

3. Liability for Unauthorized Use. You understand your total liability to the Credit Union shall not exceed 50.00 for any card transactions resulting from the loss, theft or other unauthorized use of the Card that occurs prior to the time you give notice to the Credit Union. Such limitation of liability does not apply when the card is used to make electronic fund transfer.

4. 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 the principal. Although we credit your account for payments as described above, your available credit line may not be restored for up to seven (7) days after we receive your payment. In rare circumstances restoring the credit available to you may be further delayed. All credits for payments on your account are subject to final payment by the institution on which the form of payment is drawn. You may request an increase in your Credit Line only by written application to us, which must be approved by our credit committee or loan officer. By giving your written notice, our credit committee 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 the Agreement, or our adverse re-evaluation 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 (credit lines are always subject to available funds as determined by the Credit Union Board).

5. 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.

6. Monthly Payment. We will mail you a statement every month showing your Previous Balance of purchases and cash advances, the current transactions on your account, the New Balances of purchases and cash advances, the Total New Balance, the FINANCE CHARGE due date, and the Minimum Payment required. Every month you must pay at least the Minimum Payment upon receipt of your statement. By separate agreement you may authorize us to charge the minimum payment automatically to your share or draft account with us. 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% of your Total New Balance or \$20.00, whichever is greater; or (b) your Total New Balance, if it is less than \$20.00 plus (c) any portion of

the minimum payment(s) shown on prior statements which remains unpaid. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon your demand. 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. FINANCE CHARGES.

A. Credit Purchases: A FINANCE CHARGE will be imposed on the credit purchases (not cash advances and VISA Checks) only if you elect not to pay or when the Credit Union does not receive payments for the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you do not pay the entire New Balance shown on your previous monthly statement within that 25 day period, a FINANCE CHARGE at a monthly periodic rate of 1.243% per month (ANNUAL PERCENTAGE RATE OF 14.92%) for Classic or a monthly periodic rate of 0.73% per month (ANNUAL PERCENTAGE RATE OF 8.92%) for Platinum will be imposed on the unpaid average daily balance of such credit purchases from the date of posting to your account during the current billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date. Existing Universal 1 Credit Union VISA credit card balances will remain at the current rate if transferred to a Platinum account.

B. Cash Advances and VISA Checks: A FINANCE CHARGE at a monthly Periodic Rate of 1.243% per month (ANNUAL PERCENTAGE RATE OF 14.92%) will be imposed on cash advances and VISA checks from the date of the cash advance or date of the VISA Check issuance, or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will otherwise be calculated in the same manner explained above for Credit Purchases.

C. Average Daily Balance and Finance Charge Determination: The FINANCE CHARGE for billing cycle is computed by applying the monthly Periodic Rate to the Average Daily Balance, which 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 is determined by adding to the outstanding unpaid balance of Credit Purchases, Cash Advances, or VISA Checks at the beginning of the billing cycle any new purchases, advances, or checks posted to your account, and subtracting any payments as received and credits as posted to your account, but excluding any FINANCE CHARGES.

D. Failure to make the minimum required payment within 60 days after the due date will increase your rate to 14.92% APR on all VISA Platinum account balances.

E. The only Finance Charges assessed on your account other than those assessed by a periodic rate, will be transaction Finance Charges in connection with Cash Advances and Over-the-credit-limit Fees as noted in section 8 (Fees). Transaction Finance Charges for each Cash Advance will be imposed on the date the Cash Advance was posted to your account. No grace period applies on any transaction Finance Charges imposed for Cash Advances.

8. Fees. You will be charged the following fees if applicable: (1) Late Payment Fee, \$20.00 - You will be charged a late fee if your payment is not posted to your account 3 days after the due date. Cycle billing dates are the 9th business day of the month; (2) Card Replacement Fee, \$10.00; (3) Returned Check/ACH Fee, \$30.00; (4) Draft Copy Fee, \$6.00; (5) Statement Copy Fee, \$3.00 per page; (6) PIN Replacement Fee, \$5.00; (7) Research Account Fee, \$15.00 per hour; (8) No annual fees; (9) Over-the-Credit-Limit Fee, \$20.00 - You will be charged an over-the-credit-limit fee if, on the cycle billing date, the balance on your account exceeds the approved credit limit. Your account will continue to be considered over-the-limit until you make a payment which reduces the balance below the credit limit; (10) Rejected ACH Payment Request, \$30.00. These fees are set by us from time to time. Any changes in these fees will be disclosed to you in advance.

9. Default. You will be default if your minimum payment is not posted by the next VISA cycle billing date, which is the 9th business day of the following month. You will also be in default if your ability to repay us in materially reduced by a change in your employment, an increase in your obligations,

(Over)

bankruptcy or insolvency proceedings involving you, your death or your failure to abide by the 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 attorneys' 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, 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 complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card in a Automated Teller Machine or other type of electronic terminal that provides access to the VISA system. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advances, credit or other slips cannot be returned with the statement. You will retain the copy of such slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of sales slips you request.

11. Gambling and Unlawful Transactions Prohibited. You agree not to use the card for (a) gambling, or (b) for any purpose prohibited by state or federal law, either at the place the transaction is initiated or at the place conducted. Your use of the card for any transaction constitutes your warranty that the transaction does not violate any provision of law and is not otherwise prohibited. You agree that neither Universal 1 Credit Union, VISA International nor their agents shall be liable for any claim related to any transaction you authorize which may in fact be unlawful.

12. Returns and Adjustments. Merchants and others who honor the card may give credit for returns or adjustments, and they will do so by posting a credit slip to your account. If your credits and payments exceed what you owe us, this credit balance will be applied against future purchases and cash advances or, if it is \$1 or more, refunded upon your written request by transferring to your share account.

13. 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 at (1) the wholesale market rate or (2) the government mandated rate, whichever is applicable, in effect one day prior to the processing date, increased by one percent.

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. You pledge as security for what you owe, all present and future shares and/or deposits in all your credit union accounts. The credit union has the right to apply all your present and future shares and/or deposits toward the amount you owe if you are in default. Shares and/or deposits in an individual retirement account are not subject to any right of setoff or to your pledge of shares and/or deposits. Collateral securing other loans with us may also secure this loan.

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 their slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you the 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. Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of Ohio.

18. Copy Received. You acknowledge receipt of a copy of this Agreement.

19. Place of Payments. You agree to make your payment at:

Universal 1 Credit Union, Inc.

PO Box 467
Dayton, OH 45409

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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:

•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.

•Draft copy.

If you have authorized us to pay your credit card bill automatically from your savings or share draft account, you can stop 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 any 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 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 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.