

consecutive minimum payments starting with your next payment due. If you make the six consecutive minimum payments by or prior to the payment due date, your balance will return to the standard APR for each balance. If those payments are not made on the due date, the Penalty APR will remain on all balances indefinitely.

Other Charges and Collection Fees. Transaction fees for balance transfers and cash advances will be 3% of the amount of the balance transfer or cash advance (but not less than \$10.00 nor more than \$50.00). I agree to reimburse the Credit Union any and all amounts which it pays to any owner/operator of an automated teller machine (ATM) or any national, regional or local ATM network used to complete any transaction for my use of my Card at an ATM not located at an office or branch of the Credit Union. If I make my payment with a check or other negotiable instrument and it is returned to the Credit Union unpaid, I will pay up to a \$25.00 Return Check Charge. In the event collection efforts are required to obtain payment on this Card account, to the extent permitted by law, I agree to pay all court costs, private process server fees, investigation fees, or other costs incurred in collection and reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any collateral.

Default. I understand that I will be in default of this Agreement if: (a) I do not make any payment or perform any obligation under this Agreement, or any other agreement that I may have with the Credit Union; (b) I should die, become involved in any insolvency, receivership, or custodial proceeding brought by or against me; (c) I have made a false or misleading statement in my credit application or in my representations to the Credit Union while I owe money on my Card account; (d) a judgment or tax lien should be filed against me or any attachment or garnishment should be issued against any of my property or rights, specifically including anyone starting an action or proceeding to seize any of my funds on deposit with the Credit Union; or (e) the Credit Union, in good faith, believes my ability to repay your indebtedness hereunder is or soon will be impaired, time being of the essence.

Upon any occurrence of default, the Credit Union may, to the extent permitted by law, cancel my Card Membership and my rights under this Agreement, require the return of all access devices and declare the entire balance of my Card account immediately due and payable, without prior notice or demand.

Enforcement. The Credit Union does not lose its rights under this or any related agreement if it delays in the enforcement of its rights. The Credit Union may accept late payments, partial payments, or other payments, even if they are marked "paid in full" without losing any of its rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions shall remain in full force and effect.

Consent to Agreement. I acknowledge receipt of a copy of this Agreement. By signing the application, or by using my Card account or any Card account access device, or by authorizing another to use my Card account, I agree to and accept the terms of this Agreement.

Issuance of a Personal Identification Number. The Credit Union will issue, upon my request, a Personal Identification Number (PIN) for use with participating Automated Teller Machines (ATMs). This PIN is confidential and should not be disclosed to anyone. I may use my PIN

to access my Card account and all sums advanced will be added to my Card account balance. In the event a use of my PIN constitutes an Electronic Fund Transfer, the terms and conditions of My Electronic Fund Transfer Agreement may also affect my rights.

Foreign Currency Transaction Fee. If I make any purchases with my MasterCard Platinum Card in a currency other than U.S. Dollars, MasterCard International, Inc. will convert the currency into a U.S. Dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to all institutions that issue MasterCard cards. Currently, the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. Dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used on the conversion date may differ from the rate in effect on the date I used my Card.

Closing Account. In the event I close my account, I agree to notify the Credit Union in writing and return my Card(s) cut in half. If I close my account, I remain responsible to pay all amounts I owe to Credit Union according to the terms of these card membership rules. If my account is a joint account, either cardholders may cancel the account, but we will both remain responsible for any amount owed to the Credit Union.

Amendments. This Agreement (including, but not limited to rates and fees) may be amended by Credit Union from time to time. I will be notified of any amendment to the Agreement not later than the date of my next monthly statement, unless sooner required by applicable law or regulation. In addition, if the amendment is a significant change in account terms, I will be given an opportunity to opt-out of the proposed amendment in accordance with applicable law and regulations.

If the Credit Union amends the interest rate specified in the Agreement while my account has a promotional interest rate, the amendment will not affect my account until my promotional interest rate expires.

Transfer of Your Account. I understand and consent to the Credit Union selling, assigning, or otherwise transferring my Card account, any amounts due on my Card account, this Agreement, or the Credit Union's rights or obligations under my Card account or this Agreement to any person or entity. The transferee of such rights shall be entitled to all of the Credit Union's rights and shall assume its obligations under this Agreement, to the extent sold, assigned, or transferred.

Change of Address. I promise to notify the Credit Union promptly when I change my address. The Credit Union may change my address if it is notified by the post office or others.

Provisions of this Agreement are Severable. If any provisions of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

Unauthorized use of Card. I will immediately notify the Credit Union upon any loss, theft, or possible unauthorized use of my account at 1.800.544.0946.



CARD MEMBERSHIP AGREEMENT

The words "I", "we", "me", "my" and "us" will mean each and all persons making application for membership in the credit card system operated by the Credit Union or persons named as members on the front of the Card. "Card" means MasterCard Platinum credit card owned and issued by the Credit Union. "Credit Union" means Alcoa Community Federal Credit Union, Benton, Arkansas, U.S.A.

Follow the Rules. I agree to accept and comply with the terms of this Agreement. If I fail to comply with the terms, the Credit Union can cancel my membership and may demand immediate payment of all amounts I owe. The Credit Union may amend the Agreement from time to time. If the amendment is a significant change in account terms, I will be given an opportunity to opt-out of the proposed amendment in accordance with applicable law and regulations. In the event of an amendment to the Agreement, I agree to accept and comply with the amended Agreement, unless a right to opt out is granted and I timely exercise such right to opt out of the proposed amendment to the Agreement.

Promise to Pay. I may request advances on my Card account through a variety of means which could include (but may not be limited to) telephonic requests, advance request forms, vouchers, checks, charge slips, convenience checks, credit cards, and the like. Regardless of the means by which any advance is made, I promise to pay to the order of Alcoa Community Federal Credit Union all transactions in which I have used Credit Union funds as a result of the use of my Card. If the funds involve cash advances or extended payment privileges, I also agree to pay the transaction fees and Interest Charges as described below.

I must pay all bills or invoices, including the minimum payment shown on my monthly statement on time (on or before payment due date) and in U.S. Dollars. The Credit Union does not waive its right to collect the full amount due if I pay late or I pay part of the bill, even if I write the words "paid in full" (or similar words) on any correspondence to the Credit Union.

Joint Accounts. I agree that I am responsible, jointly and severally, for the repayment of any amounts owed on any Card account which is jointly held by another. If any Card account access device, such as a Personal Identification Number (PIN) is requested and approved, I understand that any such Card account access device(s) will be mailed only to the primary borrower at the address that the Credit Union has on file for the Card account. The Credit Union may refuse to follow any instructions which run counter to this provision.

Verification of Identity, Age and Creditworthiness. I agree that the Credit Union may, and acknowledge that the Credit Union will, request information from me and from third parties to verify my identity and the identity of any other persons authorized to use my Card. Further, I agree that the Credit Union may obtain consumer reports about me

to determine my identity, age, eligibility for credit, renewal of credit, and future extensions of credit for as long as this Card membership exists. I understand and acknowledge that if I am under the age of 21 certain additional conditions and terms may be applicable to my card account as required by applicable law and regulations. I agree that I must maintain satisfactory creditworthiness to continue this Card membership and any determination by the Credit Union of unsatisfactory credit or filing of bankruptcy is grounds for termination of this Card membership.

Card Usage. I understand that my Card can be used at designated locations throughout the world to purchase goods and services, to obtain cash advances and to transfer funds between accounts I designate. The Credit Union is not responsible for the refusal of anyone to honor my Card. Paper transactions or electronic transactions will not be final until they are received by the Credit Union. Transactions are governed by the laws of the state of Arkansas except to the extent that such laws are inconsistent with controlling federal law. From time to time the operation of cards issued by the Credit Union may be suspended in specified foreign countries or specific regions thereof, due to ongoing fraudulent activities involving credit cards. Due to the nature of such fraudulent activities, the Credit Union is unable to provide advance notice or the duration of any such suspension. If I use my Card in a check guarantee system, I agree to allow the check to be handled as a credit card cash advance if the check is not paid. I agree not to use my Card for any type of internet gambling transaction. Further, I agree not to use my Card for any unlawful transaction and acknowledge that the Credit Union may refuse to honor any transaction determined to be unlawful. Restricted transactions, involving the acceptance of any credit, funds, instrument, or other proceeds from another person in connection with unlawful internet gambling, are prohibited from being processed through my Card account. I acknowledge my responsibility to pay for goods and services obtained through the use of my Card, even if such good or service were obtained in an unlawful transaction.

Responsibility for Card Use. I understand that I am responsible for the use of all Cards issued for use with my membership. I will not allow unauthorized persons to use my Card.

Notification. For my own protection and for the protection of the Credit Union, I agree to promptly notify the Credit Union if I discover my Card has been lost or stolen, or if I suspect the Card has been used without my authorization.

Card Ownership. I understand as a member and Cardholder that I do not own my Card. When requested to do so I will surrender my Card to the Credit Union or to a person designated by the Credit Union. I understand that any or all privileges to use my Card may be modified or canceled by the Credit Union at any time without notice to me.

Available Credit Limit. The Credit Union will supply a monthly statement listing the amount and location of all transactions posted prior to the closing date of the statement. I agree to limit my transactions so that my balance will stay within the available credit limit approved for me by the Credit Union and listed on the statement. The Credit Union may refuse to honor transactions that would cause my account balance to exceed my available credit limit. My available credit limit will be restored to reflect a payment after the Credit Union receives final payment on my check or other payment method. The Credit Union may increase or decrease my available credit limit or

my available cash advance credit limit without notice. The Credit Union will not increase my available credit limit without considering my ability to make the required payments on my Card account. The credit available for my use may, from time to time, be less than my available credit limit. My available credit limit will not be increased by the amount of any credit balance.

If I am under the age of 21, any increase in the credit limit on my Card account must be approved in writing, and joint liability for such increase assumed by all guarantors, co-signers or joint applicants who have assumed secondary or joint liability on my Card account.

Billing. If there is a debit or credit balance of \$1.00 or more on my account, the Credit Union will mail or deliver a monthly statement to me not less than 21 days prior to the payment due date specified in the statement. I am responsible for maintaining my current mailing address on file with the Credit Union. The Credit Union may consider me to have received any notice mailed to me at the current address on the Credit Union's records.

Posting Transactions; New Balance. Debit transactions from purchases, cash advances, and balance transfers are posted the day they are received. Debit transactions from purchases are aggregated into my "Purchases Balance". Debit transactions from cash advances are aggregated into my "Cash Advanced Balance". Debit transactions from balance transfers are aggregated into my "Transferred Balance". Applicable Interest Charges will be added to and included in my Purchases Balance, my Cash Advanced Balance, and my Transferred Balance on the last day of the statement cycle. My account balance is the sum of my Purchases Balance, my Cash Advanced Balance, and my Transferred Balance, which at the end of each statement cycle is shown as my New Balance.

Full Payment Option. Each month I have the option of paying the New Balance in full within 25 days of the cycle closing date. Payment in full (received within 25 days) avoids additional interest charges on the Purchases Balance included in the New Balance as well as new purchases (but not on cash advances or balance transfers) made during the next statement cycle.

Partial Payment Option. Each month I have the option of paying all or part of my account balance as long as my payment is at least equal to the minimum payment shown on the statement. The minimum payment will be 2% of the New Balance (minimum \$15.00) plus all interest charges and late fees assessed during the billing cycle plus any past due amounts. I will pay the total New Balance if it is less than \$15.00.

If the Credit Union has not received a minimum payment within 10 days from the by payment due date (or the end of the next business day if the last day of the grace period is on a Saturday, Sunday or bank holiday), I will pay up to a \$25.00 late charge.

Crediting of Payments. An amount equal to the minimum payment from the initial payment during any statement cycle will be applied first to interest, then to fees, and the remainder will be applied to my Purchases Balance, my Cash Advanced Balance, and my Transferred Balance. All additional payments received during the same statement cycle will be applied to the balances based upon the applicable interest rate on that balance, starting with the balances with the highest interest rates. Any part of a payment that is credited to my

account will be credited as of the day received, if received before 5 p.m. CT by the Credit Union, otherwise on the next banking day, provided that any payment paid in person at a branch of the Credit Union shall be credited not later than the day received. Payments received and accepted by the Credit Union which do not comply with the payment instructions on the periodic statement may result in a delay in crediting the payment to my account.

Electronic Transfer Authority. Anytime I send the Credit Union a check for payment on my account, I authorize the Credit Union to make a one-time electronic transfer debit from my account for the amount of the check.

Interest Charge. Interest Charges on cash advances will accrue from the date of the transaction and continue until the Cash Advanced Balance is paid in full. Interest Charges on balance transfers will accrue from the date of the transaction and continue until the Transferred Balance is paid in full. Interest Charges on purchases will accrue from the date of the transaction if there was a New Balance at the start of the current statement cycle, or from the first day of the statement cycle next following the date of the transaction if there was not a New Balance at the start of the current statement cycle.

Date of transaction will be the latter of the transaction date or the first date of the statement cycle in which the transaction is posted.

An Interest Charge will not be imposed on the Purchases Balance included within the New Balance, if payment in full of the New Balance is received within 25 days of the prior statement cycle closing date.

How we calculate your balance and Interest Charges on Balances: We figure the periodic Interest Charge on your Account by applying the applicable Daily Periodic Rate to the Average Daily Balance of your Account for each feature category, including certain current transactions. Feature categories include purchases, balance transfers, cash advances and promotional balances. These calculations may combine different feature categories with the same Daily Periodic Rates. The Average Daily Balance for each feature category is arrived at by taking the beginning balance of each feature category each day and adding any new transactions to the balance, except we will not include new purchases if you have paid in full the New Balance on your previous statement by the Payment Due Date or if the New Balance on your previous statement was zero. We then subtract any payments or credits and unpaid Interest Charges and Fees allocated to the feature category balance for the day. This gives us the daily balance for each feature category. The daily balances for each feature category are then added together and divided by the number of days in the billing cycle. The result is the Average Daily Balance for each feature category. The periodic Interest Charge for each feature category is determined by multiplying the Average Daily Balance by the number of days in the billing cycle and applying the applicable Daily Periodic Rate to the product. For any statement cycle for which an interest is applied to a balance, the minimum interest charged shall be \$1.00.

Penalty APR and When it Applies. The Penalty APR of 18.00% is the APR(s) which may be applied to new purchases, balance transfers, and cash advances if you fail to make any payment within 60 days of the payment due date. The Credit Union will provide you with a minimum of 45 days advance notice of the change in APR. An increased Penalty APR will remain in effect until you make six