



DIRECTIONS REWARDS VISA® CREDIT CARD AGREEMENT

In this Agreement, "Agreement" means this Directions Credit Union Rewards Visa® Credit Card Agreement. "Disclosure" means the Credit Card Account Opening Disclosure. The Account Opening Disclosure you receive at time of application and with your card is incorporated into this Consumer Credit Card Agreement and is part of the Agreement. In this Agreement the words "you," "your," and "yours" mean each and all of those who agree to be bound by this Agreement; "card" means the Visa credit card and any duplicates, renewals, or substitutions the Credit Union issues to you; "account" means your Visa credit card line-of-credit account with the Credit Union; and "Credit Union" means Directions Credit Union, whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement.

1. USING YOUR ACCOUNT: If you are approved for an account, the Credit Union will establish a line of credit for you. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") which you will have outstanding on your account at any time. Unless disclosed otherwise, the Credit Union will not allow advances over the credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union may increase or decrease your credit limit, refuse to make an advance and/or terminate your account at any time for any reason not prohibited by law.

2. USING YOUR VISA® CARD: You understand that the use of your credit card or credit card account will constitute acknowledgement of receipt and agreement to the terms of the Credit Card Agreement and Credit Card Account Opening Disclosure (Disclosure). 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. The VISA Card may not be used for any illegal transaction. This includes, but is not limited to, illegal Internet gambling.

3. Responsibility: You agree to pay all charges (purchases, cash advances, balance transfers, use of any other charge) made to your account by you or anyone whom you authorize to use your account. You also agree to pay all finance charges and other charges/fees added to your account under the terms of this Agreement or another agreement you made with the Credit Union. If this is a joint account, the paragraph on JOINT ACCOUNTS also applies to your account.

4. CREDIT LIMIT: You will be advised of your credit limit under this plan in the notice of approval for participation in this line of credit. 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 additional application to us in order to increase your credit limit.

5. PERIODIC RATES: The periodic rates applicable to purchases, cash advances, and balance transfers are disclosed on the Disclosure that accompanies this Agreement. Any penalty rate that may be imposed for failing to make a payment by the payment due date is also disclosed on the Disclosure. Any rate change will be made pursuant to applicable law. If the rate for your account is variable, as indicated on the accompanying Disclosure, the rate charged

on purchases, cash advances, balance transfers and any penalty rate will vary periodically as disclosed in the Disclosure accompanying this Agreement. The initial rate on your account for certain types of transactions may be an introductory discounted rate (Introductory Rate) that is lower than the rate that would ordinarily apply for that type of transaction. If an Introductory Rate applies to your account, the rates and the period of time it will be effective is shown on the Disclosure accompanying this Agreement. After the Introductory Rate period expires, the periodic rate will automatically increase to the rates that would ordinarily apply for that type of transaction based on the terms of this Agreement.

6. FINANCE CHARGES: New purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero or credit balance at the beginning of that billing cycle, or you paid the entire new balance on the previous cycle's billing statement by the payment due date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to your account. To avoid an additional finance charge on the balance of purchases, you must pay the entire new balance on the billing statement by the payment due date of that statement. A finance charge begins to accrue on cash advances from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later (transaction date). The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the periodic rate to the average daily balance of purchases. To calculate the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of purchases. We then add all of the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases. Balance transfers are calculated in the same manner as purchases.

For cash advances, the finance charge is computed by applying the periodic rate to the average daily balance of cash advances. To calculate the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. We then add all of the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances.

7. 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 U.S. Dollars will be determined in accordance with the operating regulations established by VISA.

8. PAYMENTS: Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement. You may pay more frequently, pay more than the minimum payment or pay the total new balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your account has a balance (other than a credit balance). The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

In accordance with applicable law, the Credit Union may not post payments to your account or reflect them in your available credit limit on the date they are received. The Credit Union may delay replenishing your credit limit until the date the payment is posted or the Credit Union confirms the payment has cleared. Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses. However, in every case, in the event you make a payment in excess of the required minimum periodic payment, the Credit Union will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on applicable annual percentage rate.

9. DEFAULT: You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe. When you are in default, The Credit Union has the right to demand immediate payment of your full Account balance without giving you any advance notice. If immediate payment is demanded, you agree to continue paying finance charges, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your Account may be applied towards what you owe, unless otherwise prohibited by law. The Credit Union may, but is not required to, authorize charges that go over your credit line. You must pay any amount over your credit line, and you must pay us immediately if the Credit Union asks you to. This Agreement applies to any balances on your account, including any balance over your credit line. Collection Fee: You promise to pay, subject to applicable law, all costs of collecting what you owe under this Agreement and all costs of realizing on any security for the Account, including court costs, collection agency fees and reasonable attorney fees. The Credit Union may enter into a contingent or hourly fee arrangement with an attorney or collection agency and you agree that such an agreement is reasonable. This provision also applies to bankruptcy, appeals or post judgment proceedings.

10. CHANGING OR TERMINATING YOUR ACCOUNT: The Credit Union may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. Either you or the Credit Union may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized. The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by you or the Credit Union.

11. CREDIT INFORMATION: You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. You also authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

12. SECURITY INTEREST: You grant us a security interest under the UCC and other common law rights in all individual and joint share and/or deposit accounts you have with us now and in the future to secure your credit card account. Share and deposits in an IRA or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you have given in your shares and deposits. You may withdraw these other shares unless you are in default. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. For example, if you have an unpaid credit card balance, you agree we may use funds in your account(s) to pay any or all of the unpaid balance.

By signing the application and using your card, you are affirmatively agreeing that you are aware that granting a security interest is a condition for the credit card and you intend to grant a security interest. You acknowledge and agree that your pledge does not apply during any periods where you are a covered borrower under the Military Lending Act. A dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.

13. FEES: In addition to the periodic rate, your account may be imposed the fees disclosed on the account opening disclosure and the account opening disclosure is incorporated into this agreement. You agree to pay all fees that are designated on the account opening disclosure.

14. JOINT ACCOUNTS: Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.

15. MERCHANT DISPUTES: The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50.00 and was made in your state or within 100 miles of your home.

15. MILITARY LENDING ACT DISCLOSURE: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

16. EFFECT OF AGREEMENT: This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms

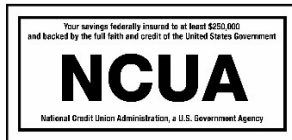
17. NO WAIVER: The Credit Union can delay enforcing any of its rights any number of times without losing them.

18. FINAL EXPRESSION: This Agreement is your contract with the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

19. COPY RECEIVED: By using your Credit Card, you acknowledge that you have received a copy of this Agreement.

20. CHOICE OF LAW: To the extent not expressly prohibited by law, this agreement and your account and right and duties regarding this agreement will be governed and interpreted in accordance with the laws of the State of Ohio, regardless of where you may reside or use your account.

21. OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.



YOUR BILLING RIGHTS: Keep This Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the address: CUSTOMER SERVICE PO BOX 30495 TAMPA, FL 33630. 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. You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:

- 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. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to 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 question, 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 of the amount you 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 the address: CUSTOMER SERVICE PO BOX 30495 TAMPA, FL 33630. 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.