



PLATINUM VISA CREDIT CARD AGREEMENT AND TRUTH-IN-LENDING DISCLOSURE STATEMENT

INTEREST RATES AND OTHER CHARGES	
Annual Percentage Rate (APR) for Purchases	9.9%
APR for Balance Transfers	9.9%
APR for Cash Advances	9.9%
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	None
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 www.CONSUMERFINANCE.GOV/LEARNMORE .

FEES	
Set-up and Maintenance Fees - Annual Membership - Card Replacement - PIN Replacement	None \$5 \$5
Transaction Fees Foreign Transaction	1% of each foreign purchase transaction in U.S. dollars.
Penalty Fees - Late Payment - Returned Payment Charge - Over-the-Credit Limit	Up to \$25 \$25 per item None
Other Fees - Statement Copy - Draft Copy	\$2 \$5

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

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided below in Additional Disclosures Required by Federal Law.

Additional Disclosures Required by Federal Law

FINANCE CHARGES: In order to avoid a FINANCE CHARGE on purchases made since your last statement date, you must pay the "Total New Balance" shown on your most recent monthly statement on or before the "Payment Due Date" shown on that statement (which will not be less than 25 days from the "Statement Date"). Otherwise the finance charge on purchases is calculated on the next statement period on previously billed but unpaid purchases and on new purchases from the date they are posted to your account. Balance transfers and cash advances are always subject to a finance charge from the date they are posted to your account. You can always keep the FINANCE CHARGES to a minimum by making payments, whatever the amount, as promptly and as often as possible. Your periodic rate (for purchase, cash advance and balance transfers) is 0.826%, which corresponds to an **ANNUAL PERCENTAGE RATE of 9.9%**. The FINANCE CHARGES are calculated by applying the above periodic (monthly) rate to the "average daily principal balance" (including new purchases) of your account. An average daily principal balance is calculated separately for purchase and balance transfer/cash advance transactions, and is determined as follows: For each day during the statement period (billing cycle) the principal balances of purchases and of balance transfers/cash advances from the previous day are increased by any purchases or balance transfers/cash advances posted to the Account that day and decreased by any payments or credits posted to the Account that day. This gives us the daily balance. Such daily principal balances are separately totaled and then divided by the total number of days in the billing cycle resulting in the "average daily principal balances" of purchases and cash advances (which includes balance transfers) shown on your statement.

YOUR BILLING RIGHTS: Keep this Document for Future Use
This notice informs you about your rights and responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Educational Community Credit Union ATTN: CREDIT CARD DEPARTMENT, 1551 South 9th Street, Kalamazoo, MI 49009.

In your letter, give us your name and account number, the dollar amount of the suspected error, and 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 and at least three business days before an automated payment is scheduled, if you want to stop

payment on the amount you think is wrong. You must notify us of any potential errors in writing. If you call us, we are not required to investigate any potential errors and you may be required to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days after receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- 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.
- 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 \$50.00 of the amount in 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: Educational Community Credit Union, ATTN: CREDIT CARD DEPARTMENT, 1551 South 9th Street, Kalamazoo, MI 49009.

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.

Platinum VISA Card Agreement

In this Platinum VISA Card Agreement (called the "Agreement"), the words "you" and "your" mean or refer to each and all persons who have applied for the Card or Cards by signing this Agreement. "Card" means the Platinum Credit Card or Cards and any duplicates and renewals thereof or substitutions thereof we may issue. "Account" means your Platinum Visa Credit Card line of credit loan account with us. "We," "us" and "ours" means or refers to this Credit Union. This Agreement is a Truth-in-Lending Disclosure Statement as well as a contract.

1. Responsibility — By signing the Application that corresponds to and is incorporated into this Agreement, you applied to us for a Platinum Visa Credit Card Line of Credit Loan. If we approve the loan and issue you a Card, you promise to repay all debts and the finance charges thereon arising from any authorized use of the Card. You agree not to let anyone else use the Card, other than the person(s) that you have designated in writing to us as an "authorized user." You are agreeing with us that you authorize any and all uses such authorized user makes of the Card, whether or not such use was within the authority (actual, apparent or implied) that you gave that person in connection with the Card or otherwise. Therefore, you will be liable for all such use of the Card. Of course, once you notify us, we will take prompt steps to try to prevent any further Card use by that person. If this Agreement is signed by two persons, the Account is joint; that is, each of you, separately and jointly with each other, is liable for all debts on the Account and FINANCE CHARGES thereon. Your obligation to pay all such debts and FINANCE CHARGES thereon continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct that only one of you, or some person other than you (or both of you), must pay such debts and FINANCE CHARGES.

2. Credit Line — We have established a self-replenishing line of credit for you and will notify you of the amount thereof ("credit limit") in the mailer in which we send your Card. That mailer is hereby incorporated herein as part of this Agreement. You agree not to let your Account Balance exceed such amount. Each payment you make on the Account will replenish your credit limit by the part of that payment which is applied to principal. You may request an increase in the credit limit by a written application, which must be approved by us. We may increase or decrease the limit from time to time or may, with good cause, revoke your Card and terminate this Agreement; in either event, we will give you written notice of such action. "Good Cause" includes your failure to satisfy the terms of this Agreement or our adverse reevaluation of your credit worthiness. You may terminate this Agreement, at any time and for any reason, by giving us written notice. Nevertheless, termination by you or by us does not affect your obligation to pay all debts and FINANCE CHARGES thereon arising from authorized use of your Card. The Cards remain our property and you must recover and surrender to us all Cards upon our request or upon termination of this Agreement.

3. Using the Card — Immediately upon receipt of your card(s), each must be signed (in the space provided on the back) by the person whose name is embossed thereon. That signature must be in the same form as embossed on the front of the Card. To make a purchase or Cash Advance, present the Card to a participating Visa plan merchant or financial institution, or to us, and sign the sales draft or cash advance draft which will be imprinted with your Card. Please note that we are not responsible if a particular Visa plan merchant or financial institution refuses to honor your Card. You will receive a copy of any draft you sign when using the Card which you should retain to verify your monthly statement. We will upon request furnish you with a copy of a draft at a charge of \$5.00 per copy; however, no charge will be made in cases covered by Sec. 226.13 (f) (2) of the regulation (i.e., Regulation Z) issued under the Truth-in-Lending Act. You agree not to make or permit to be made any illegal transactions on your Account through use of a Card, a check, or in any other manner. We may deny authorization for any Internet gambling transaction.

4. 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 remaining credit available under your Credit Line, the New Balance of purchases and cash advances, the Total New Balance, the FINANCE CHARGES due to date, and the Minimum Payment required. Every month you must pay 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 your FINANCE CHARGES by doing so. The Minimum Payment will be either (a) 1.5% of your Total New Balance, or \$10.00, whichever is greater; or (b) your Total New Balance, if it is less than \$10.00 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. We will apply your payments first to previously billed and unpaid FINANCE CHARGES on purchases; then to previously billed and unpaid FINANCE CHARGES on cash advances; then to previously billed purchases; then to cash advances; and then to new purchases, whether or not billed on the monthly statement. However, any payment equal to, or greater than, the Previous Balance of Purchases will be applied first to that balance and any FINANCE CHARGES thereon so as to avoid continuing accrual of FINANCE CHARGES on that amount.

5. Finance Charges — The way we calculate FINANCE CHARGES, including your periodic rate and corresponding ANNUAL PERCENTAGE RATE, are disclosed above in the Additional Disclosures Required by Federal Law. The FINANCE CHARGES hereunder may be increased pursuant to paragraph 9 on the reverse side, if you engage in foreign transactions.

6. Other Charges — If the required minimum payment due under this Agreement is not paid within 10 days after the payment due date, you agree to pay the Credit Union a LATE CHARGE of \$25, unless the minimum monthly payment amount is less than \$25, in which case the late charge will be equal to the minimum monthly payment.

Your Account may be subject to other charges, which you agree to pay, including a fee of \$5 for the replacement of card(s), a \$2 fee per copy of statements, \$5 for a Personal Identification Number (PIN) replacement, and a \$5 fee for a copy of a sales draft (see Section 3 for an exception to that fee). You also agree to pay a charge in the amount of \$25 for any check made payable to your Account and returned due to non-sufficient funds.

7. Credits — If merchants who honor your Card give you a credit for returns or adjustments, they will do so by posting a credit to your Account. You should keep your copy of the credit slip to verify your monthly statement. If your credits and payments exceed what you owe us on the Account, we will credit such excess to your savings account or we will refund it upon request.

8. Waiver of Security — Regardless of anything contained in any other loan document you have previously signed, we hereby expressly waive any security interest, or pledge of shares or deposits, as security for balances owing on this Account.

9. Foreign Transactions — Purchases and Cash Advances you make in foreign countries and foreign currency will be billed to you in U.S. dollars. The conversion to U.S. dollars will be calculated based on a government-mandated rate in effect one day prior to the Processing Date increased by one percent.

10. Loss or Theft of Card — You agree to notify us immediately upon discovering that your Card has been lost or stolen. Call 1-800-325-3678.

11. Liability for Unauthorized Use — In most cases, you will not be liable for any unauthorized transaction resulting from the loss, theft or other unauthorized use of your Card, unless it is determined that you were grossly negligent or fraudulent in the handling of the Card. In any case, your liability will not exceed \$50.

12. Default — The Minimum Payment shown on the statement is due by the payment due date as shown on the statement. You will be in default if you fail to make the minimum payment by the statement payment due date. You will also be in default if (a) you breach any other conditions of the Agreement, (b) if we determine that your creditworthiness (which includes your ability to repay us) has become unsatisfactory due to change in employment, increase in your other obligations, or any other reason, (c) if your Account balance exceeds your credit limit, or (d) in the event of your death. In the event of any default or in the event this Agreement is terminated by you or by us for any reason, the entire balance on the Account becomes due and payable forthwith. You also agree that, in case of default, you will pay all usual and customary costs of collection permitted by law, including, but not limited to, attorney fees and expenses incurred by us in the enforcement of this Agreement.

13. 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 our experience with you under this Agreement to credit bureaus and other creditors.

14. Effect of Agreement — This Agreement contains our complete contract relating to the Account and applies to every transaction relating to the Account even though a sales, balance transfer or cash advance draft you sign or a credit slip may contain different terms.

15. Amendment of Agreement — From time to time, we may amend this Agreement by giving you written notice of the amendment at least 45 days before it goes into effect, unless a shorter notice period is permitted by law. The notice will be sent to your last known address appearing in our records when it is sent, and will state the date upon which the amendment will become effective. Except where prohibited by law, all such changes will apply to new transactions and to amounts you already owe, unless you provide notice of your election to terminate the account and surrender your card(s) on or before the effective date of the changes, in which case you will be entitled to repay your balance in accordance with the terms and conditions in effect at that time.

16. Cash Advance by Machine — We will furnish you with a Personal Identification Number (PIN). If Automated Teller Machines (ATMs) or other electronic devices are available while this Agreement remains in effect which make it possible for you to obtain a Cash Advance by use of your Card in such a machine, your use of that number, together with your Card, in getting a Cash Advance from such a machine is agreed to constitute your signature for purposes of such Cash Advance.

17. Personal Identification Number (PIN) — Upon request, we will furnish you with a Personal Identification Number (PIN). You agree to keep your PIN confidential. You also agree you won't write the PIN on the Card or anything you keep with the Card. Your use of the PIN and Card in getting a Cash Advance or making a purchase is agreed to constitute your signature for purposes of such transactions. You can also use your card, together with your PIN, to get a Cash Advance from an Automated Teller Machine (ATM) in the Visa Network, to get a Cash Advance from a Visa financial institution or to make a purchase from a merchant that uses the Card in an electronic terminal that accesses the Visa system.

18. Credit Union Membership — You understand and agree that the closing of your Credit Union Share Savings Account terminates your status as a member of the Credit Union, and upon such closing, you can no longer obtain credit with the Credit Union Platinum Visa Card.