

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

THIS IS YOUR VISA PLATINUM CREDIT CARD AGREEMENT. IT CONTAINS DISCLOSURES REQUIRED BY THE FEDERAL TRUTH IN LENDING ACT (15 U.S.C. § 1601 *et seq.*) AND THE CONSUMER FINANCIAL PROTECTION BUREAU'S REGULATION Z (12 C.F.R. § 1026.1 *et seq.*), AND THE TERMS AND CONDITIONS OF YOUR VISA PLATINUM CREDIT CARD AGREEMENT WITH COPOCO powered by ELGA Credit Union. BE SURE TO READ THIS AGREEMENT CAREFULLY. CONTACT THE CREDIT UNION IMMEDIATELY AT THE TELEPHONE NUMBER SHOWN IN THIS AGREEMENT IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT YOUR OBLIGATIONS AND RESPONSIBILITIES UNDER THIS AGREEMENT.

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) for Purchases	9.90%
APR for Balance Transfers	6.90% Introductory APR on balance(s) transferred between August 1, 2017 and March 31, 2018, until the transferred balance(s) has (have) been paid in full. For balance(s) transferred after March 31, 2018, your APR will be 9.90% .
APR for Cash Advances	9.90%
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 balance transfers and cash advances 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	
Annual Fee	None
Transaction Fees Foreign Transaction	1.0% of each foreign currency transaction in U.S. dollars 0.8% of each transaction in U.S. dollars that occurs in a foreign country
Penalty Fees - Late Payment - Returned Payment	Up to \$25.00 Up to \$25.00

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

In this Agreement the words "you" and "your" mean each and all of those who accept this Agreement or who use the VISA Platinum Credit Card or any access device. "Card" means the VISA Platinum Credit Card and any duplicates and renewals we issue. "Access Device" means the Card and any other means we provide to you to obtain credit on your account, including, but not limited to, your account number and any special access devices we may provide from time to time. "Account" means your VISA Platinum Credit Card Line of Credit account with us. "We", "us," "our" and "Credit Union" mean **COPOCO powered by ELGA Credit Union**.

- Responsibility.** We require that every person to whom we issue a Card or any Access Device must be a member of the Credit Union. Advances of credit on your Account may be obtained by use of the Card or any Access Device. No matter how an advance is obtained, you agree to repay all debts and the FINANCE CHARGE arising from the use of the Card, any Access Device and the Account. For example, you are responsible for charges made by yourself, your spouse and minor 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 if you return all Cards. Your obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment 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 the 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 charges made by you.
- Credit Limit.** When we establish your Account, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the Card. The maximum amount that may be outstanding at any time on your Account is your "Credit Limit." You agree not to let the Account balance exceed this approved Credit Limit. Each payment you make on the Account will replenish your Account by the amount of the payment which is applied to principal. You may request an increase in your Credit Limit by phone or by written application to us, which must be approved by our executive board committee or loan officer. Our executive board committee and/or loan officer may reduce your Credit Line from time to time, or with good cause, revoke your Card and terminate this Agreement after providing you notice, if any is required by applicable law. Good cause includes your failure to comply with this Agreement, or our adverse reevaluation of your creditworthiness. You may also terminate this Agreement at the 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.

3. **Liability for Unauthorized Use – Lost/Stolen Card Identification.** If you notice the loss or theft or possible unauthorized use of your Card or any Access Device, you should write to us immediately at **COPOCO powered by ELGA Credit Union**, 4265 Wilder Rd., PO Box 1520, Bay City, MI 48706-0520, or call us at 989-684-3640 or 1-800-572-0725 during normal business hours or 1-800-237-6211 (which is available 24 hours a day). You will not be liable for the unauthorized use that occurs after you notify the Credit Union. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.00.
4. **Using the Card.** To make a purchase or obtain a cash advance, present the Card to the participating VISA plan merchant, to us or another financial institution, and sign the sales or cash advance draft which will be imprinted with your Card. You will receive a copy of the draft which you should retain to verify your monthly statement. Credit Cards cannot be used for illegal purposes, such as on-line gambling.
5. **Balance Transfers.** To request the transfer of an outstanding balance from another credit account you may have with another creditor to your VISA Platinum Credit Card account, complete the VISA Platinum Credit Card Balance Transfer Request form available from the Credit Union (the form may also be printed from the Credit Union's website at www.copoco.org/loans/visa-credit-cards). After completing the form you may: (a) mail it to us at **COPOCO powered by ELGA Credit Union**, PO Box 1520, Bay City, MI 48706-0520; or (b) scan it and email the file to us at loans@copoco.org. Balance transfer requests are subject to your available Credit Limit and the terms and conditions set forth in this Agreement for credit advances. If your request for a balance transfer is subsequently approved, the Credit Union will advance funds under this Agreement in the amount specified by you to the creditor identified by you for payment on the account identified by you, as set forth in the VISA Platinum Credit Card Balance Transfer Request form you furnished to us. We will process your request in a reasonable period of time after we receive it, but it may take some time before payment reaches the creditor you have identified. You understand and agree that you are responsible for maintaining any such other credit account in good standing while waiting for the balance to be transferred, and that you may be required to make any required minimum payment on such account after you have submitted your request for a balance transfer to us to keep such account in good standing. You also understand and agree that you are solely responsible for closing any account for which a balance transfer has been requested in the event such account has been paid in full and you wish to close such account.
6. **Monthly Payment.** We will mail you a statement every month showing your Previous Balances of purchases, balance transfers and cash advances, the current transactions on your Account, the remaining credit available under your Credit Line, the New Balances of purchases, balance transfers and cash advances, the Total New Balance, the finance charge due to date and the Minimum Payment required. Every month you must pay at least the Minimum payment within 25 days of your statement closing date. The Minimum Payment will be either (a) 3% 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 statements 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 CHARGE on purchases; then to previously billed and unpaid FINANCE CHARGE on balance transfers; then to previously billed and unpaid FINANCE CHARGE on cash advances; then to any credit insurance premium; then to previously billed purchases; then to balance transfers, then to cash advances; and then to new purchases, whether or not billed on the monthly statement. Any amounts received by us in excess of the required Minimum Payment amount will be applied as required by applicable law, with the balance subject to the highest periodic rate paid first, the balance subject to the next highest periodic rate paid second, and so on and so forth until the excess payment has been depleted.
7. **Monthly Billing Statements.** The Credit Union will mail you a Monthly Billing Statement each month in which there is a debit or credit balance over \$1.00, or when a Finance Charge is imposed. We need not send you a monthly statement if we feel your Account is uncollectible or if we have started collection proceedings against you because you defaulted. Except where federal law requires otherwise, the Monthly Billing Statement will be final as to the amount owed unless you object in writing within 60 days after the Credit Union has mailed the Monthly Billing Statement to you. Your right under federal law to the correction of billing errors is explained in the notice of **Your Billing Rights** which appears at the end of this Agreement.
8. **Finance Charge.** The Finance Charges Shown on your Monthly Billing Statement are figured by multiplying the applicable Monthly Periodic Rate (corresponding to the applicable Annual Percentage Rate) times the Average Daily Principal Balance of Credit Purchases, Balance Transfers and Cash Advances as follows:
 - a. **Credit Purchases.** A Finance Charge will be imposed on Credit Purchases at a Monthly Periodic Rate of 0.825% (corresponding to an **ANNUAL PERCENTAGE RATE** of 9.90%) only if you elect not to pay the entire New Balance shown on your Monthly Billing Statement within twenty-five (25) days of the statement date. If you elect not to pay the entire New Balance shown on your previous monthly statement by the Payment Due Date, a Finance Charge will be imposed on the unpaid Daily Principal Balance of such Credit Purchases from the previous statement Closing Date and on New Credit Purchases from the date of posting to your Account during the current Billing Cycle. Finance Charges will then continue to accrue until the Closing Date of the Billing Cycle preceding the date on which the entire New Balance is paid in full by the Payment Due Date or until the date of payment if after the Payment Due Date. The Finance Charge for a Billing Cycle is computed by applying the Monthly Periodic Rate to the average daily balance (including new purchases) of Credit Purchases on your Account for that billing cycle, which is the sum of the Principal Balance for each day in the billing cycle of Credit Purchases divided by the number days in the billing cycle. Each daily principal balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of each day of the Billing Cycle any New Credit Purchases posted to your Account, and subtracting any payments as received and credits as posted to your Account, but excluding any unpaid Finance Charges and other fees.
 - b. **Balance Transfers.** For Balance Transfers that are charged to your Account between August 1, 2017 and March 31, 2018, a Finance Charge will be imposed on the outstanding balance of each such Balance Transfer at a Monthly Period Rate of 0.575% (corresponding to an **ANNUAL PERCENTAGE RATE** of 6.90%) until such transferred balances have been paid in full. For all other Balance Transfers that are charged to your Account, a Finance Charge will be imposed on the outstanding balance of each such Balance Transfer at a Monthly Period Rate of 0.825% (corresponding to an **ANNUAL PERCENTAGE RATE** of 9.90%). A Finance Charge will be imposed on Balance Transfers from the date charged to your Account. Finance Charges will continue to accrue until the Closing Date of the Billing Cycle preceding the date on which the entire New

Balance is paid in full by the Payment Due Date or until the date of payment if after the Payment Due Date. The Finance Charge for a Billing Cycle is computed by applying the Monthly Periodic Rate to the average daily balance (including new transactions) of Balance Transfers on your Account for that billing cycle, which is the sum of the Principal Balance for each day in the billing cycle of Balance Transfers divided by the number of days in the billing cycle. Each Daily Principal Balance of Balance Transfers is determined by adding to the outstanding unpaid balance of Balance Transfers at the beginning of each day of the Billing Cycle any new Balance Transfers posted to your Account and subtracting any payments as received or credits as posted to your Account, but excluding any unpaid Finance Charges and other fees.

c. **Cash Advances.** A Finance Charge will be imposed on Cash Advances at a Monthly Periodic Rate of 0.825% (corresponding to an **ANNUAL PERCENTAGE RATE** of 9.90%) from the date charged to your Account. Finance Charges will continue to accrue until the Closing Date of the Billing Cycle preceding the date on which the entire New Balance is paid in full by the Payment Due Date or until the date of payment if after the Payment Due Date. The Finance Charge for a Billing Cycle is computed by applying the Monthly Periodic Rate to the average daily balance (including new transactions) of Cash Advances on your Account for that billing cycle, which is the sum of the Principal Balance for each day in the billing cycle of Cash Advances divided by the number of days in the billing cycle. Each Daily Principal Balance of Cash Advances is determined by adding to the outstanding unpaid balance of Cash Advances at the beginning of each day of the Billing Cycle any new Cash Advances posted to your Account and subtracting any payments as received or credits as posted to your Account, but excluding any unpaid Finance Charges and other fees.

9. **Late Charge.** You will be charged a Late Charge of \$25.00 if your required Minimum Payment is not received within 10 days of the payment due date, unless the amount of the Minimum Payment due is less than that amount, in which case we will charge you an amount equal to the Minimum Payment that was due.
10. **Returned Payment Charge.** You will be charged a Returned Payment Charge of \$25.00 for each check, draft, or order which you submit to the Credit Union as a payment on your Account which is returned to the Credit Union unpaid, unless the amount of the minimum payment due for which the check is returned is less than that amount, in which case we will charge you an amount equal to the Minimum Payment that was due.
11. **VISA Card Reissue Fee.** The Credit Union will issue up to two (2) replacement VISA Cards upon your request at no charge to you. Beginning with the third replacement VISA Card you request, You will be charged a VISA Card Reissue Fee of \$20.00 for each replacement VISA Card you request.
12. **Credits.** If merchants who honor your Card give you credit for returns or adjustments they will do so by sending us a credit slip which we 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 on your written request if it is \$1 or more.
13. **Security.** If you have given the Credit Union a security interest in any property (other than your dwelling or "household goods" as defined in the Federal Trade Commission's Credit Practices Rule) as part of any other agreement with the Credit Union, that property is also pledged by you as security for the credit extended under this Agreement, unless prohibited by law. This provision is the security section under the Truth in Lending disclosure of this Agreement, as well as a statement of contract which results in collateral securing other loans with the Credit Union also securing this Agreement.

To the extent permitted by law, you grant the Credit Union a purchase money security interest in all goods you purchase under your Account to the extent you continue to owe the Credit Union for the purchase of such goods under your Account if such goods are "household goods", and to the extent you continue to owe the Credit Union any money under your Account if such goods are not "household goods". Further, if you give the Credit Union a specific pledge of other collateral to secure the repayment of your Account, such as a pledge of your shares or deposits, then such other collateral will also secure the repayment of your Account.

CONSENSUAL LIEN ON SHARES. To the extent you owe on any unpaid Card balance, you grant and consent to a lien on your shares on deposit with the Credit Union, and any dividends due or to become due to you from the Credit Union. This lien does not extend to any deposits established under a government-approved tax deferral deposit plan such as an IRA or Keogh Account.

14. **Set Off and Lien Impressionment.** Unless prohibited by law, the Credit Union shall have the right to set off the amount of any funds you have in your Accounts with the Credit Union or any other amounts owed to you by the Credit Union against any amounts charged to your Account after your Account has been cancelled or terminated. This right of setoff will not extend to any deposits established under a governmental approved tax deferral deposit plan such as an IRA or KEOGH Account. The Credit Union also impresses a lien upon your shares and dividends and has the right to enforce that lien in a manner similar to enforcing its right of setoff.
15. **Foreign Transactions.** Purchases and Cash Advances, you make in foreign countries and foreign currencies will be billed to you in U.S. Dollars. For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. Dollars) will be: (a) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives; or (b) the government mandated rate in effect for the applicable central processing date. For international transactions that involve a currency conversion, you will be charged a fee in an amount equal to 1.0% of the settlement amount. For international transactions that do not involve a currency conversion, you will be charged a fee in an amount equal to 0.8% of the settlement amount. Because VISA defines an international transaction as a transaction where the card-issuing financial institution's country is different than the merchant's country, a transaction over the Internet could qualify as an international transaction. All international transactions, regardless of whether they involve currency conversions, will be reflected on your Account statement as International Transaction Fees.
16. **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. You must resolve any other disputes directly with the plan merchant.
17. **Waiver of Claims.** You waive and release the Credit Union from all defenses, rights and claims you may have against any person or company honoring a Card or other access device or not permitting a Credit Purchase or Cash Advance, except where such rights cannot be waived under the Fair Credit Billing Act (see **Your Billing Rights**). If your Account is available to provide overdraft protection to a deposit account under a separate

Overdraft Protection Request/Agreement, you hold the Credit Union harmless from any and all claims which might otherwise arise if an advance is not processed to cover an overdraft regardless of whether or not credit was available under your Account.

18. **Cancellation.** You may cancel this Agreement with the Credit Union or revoke any Authorized User's status at any time by notifying the Credit Union in writing and returning any affected Card. You understand and agree that the Credit Union has up to ten (10) days after such notice to effectuate your cancellation or revocation of Authorized User's status. You remain obligated to the Credit Union for all Credit Purchases or Cash Advances made prior to or up to thirty (30) days after such cancellation or revocation and the Credit Union may declare your balance due and payable together with all applicable Finance Charges and other fees and charges; otherwise you remain obligated to repay any unpaid balance according to this Agreement.
19. **Default.** You will be in default if you fail to make any Minimum Payment by the Payment Due Date shown on your Monthly Billing Statement, which will be at least 25 days after your monthly statement closing date. You will also be in default: if your ability to repay us is materially reduced by a change in your employment or an increase in your obligations; if bankruptcy or insolvency proceedings are instituted that involve you; if you die; if you fail to abide by this 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 expense, including court costs and actual attorneys' fees. You understand and agree that the Credit Union has the authority to impress and enforce a lien on all present and future shares in your name to the extent of that portion of the loan balance which may be in default, including costs of collection and actual attorneys' fees.
20. **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.
21. **Effect of Agreement.** This agreement is the contract which applies to all transactions on your Account even through the sales, cash advance or credit slips you sign may contain different terms.
22. **Amendment of Agreement.** From time to time, we may amend this Agreement upon written notice to you as required by applicable law. To the extent permitted by law, the right to amend this Agreement includes, but is not limited to, the right to change the periodic rate applicable to your unpaid balances or any future advances. 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. The notice will also advise of the extent, if any, the amendment will apply to your then existing obligations to us under this agreement, and will contain any other information required by applicable law.
23. **Assignability.** You shall have no right to transfer your Account or to assign this Agreement. The Credit Union, however, shall have the right to assign and transfer, at any time and in its sole discretion, this Agreement or any or all of its rights under this Agreement to any other person or entity.
24. **Ownership of Card(s).** Any Card or Cards issued in relation to your Account remain the property of the Credit Union and upon demand of the Credit Union, you will surrender the Card or Cards to the Credit Union or its authorized agent or you will destroy the Card or Cards by cutting the Card or Cards in half.
25. **Cash Advance by Automated Teller Machine (ATM); Personal Identification Number (PIN).** We will furnish you, upon your request, with a secret Personal Identification Number (PIN) for use with your Card in participating Automated Teller Machines (ATMs), and other similar devices. This PIN is confidential and should be disclosed to any person. Your use of that PIN, together with your Card, in obtaining a cash advance from an ATM or similar device constitutes your signature for purposes of such cash advance.
26. **Governing Law.** Except to the extent that federal law controls, this Agreement is controlled by the laws of the State of Michigan.

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YOUR BILLING RIGHTS

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 Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at **COPOCO powered by ELGA Credit Union**, 4265 Wilder Rd., PO Box 1520, Bay City, MI 48706-0520. 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.
- At least 3 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*. 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.

What Will Happen After We Receive Your Letter

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

- 1) Within 30 days of 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 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 at Our address shown in this Agreement.

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.