

## LOST OR STOLEN CARDS

If your card is lost or stolen or you believe an unauthorized person is using your card number, you must notify us immediately. Call 800-325-0808.

## VISA

You will not be liable for the unauthorized use of your card. In event of the unauthorized use, or if your card is lost or stolen, you must notify us immediately at 73 Mountainview Boulevard, P.O. Box 621, Basking Ridge, NJ 08920, Attn: Card Services Division by calling 800-325-0808.

## CANCELLATION

You may cancel your account at any time by notifying us in writing and returning the card cut in half. However, you remain responsible to pay the amount you owe us according to the terms of this Agreement. We can cancel or suspend your account at any time without prior notice and reissue a different one at any time. If we ask, you will destroy the card by cutting it in half and will surrender the pieces to us or our agent, or mail them to us.

## WHAT LAW APPLIES

This Agreement will be governed by the law of the state of New Jersey.

## RETURNED CHECK CHARGE

If you make a payment on your account using a check that is returned to us unpaid, we will charge you \$25 which you agree to pay immediately.

## BILLING ERROR RIGHTS SUMMARY

### YOUR BILLING ERROR 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 to us on a separate sheet of paper and send it to: Affinity FCU, P.O. box 621, Basking Ridge, NJ 07920, Attn: Card Services Division. Write to us as soon as possible. We must receive written notification 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 and we may require written notification.

In your letter give the following information:

- Your name and account number
- The dollar amount of the suspect 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.
- You have tried in good faith to correct the problem with the merchant.

If you have authorized us to pay your credit card account bill automatically from your savings or checking account, you can stop payment on any amount you think is wrong. To stop payment your letter must reach us three (3) 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 business 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 for that amount. We can continue to bill you for the amount in question including FINANCE CHARGE, 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 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 relating to any questioned amount. If we did not 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 that 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 resolved.

## SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have any problem with the quality of property or services that you 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 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 mailed you the advertisements for the property or services.

## ILLEGAL ACTIVITIES AND CARD USE

I agree not to use my card or account to engage in activities deemed illegal by federal and/or state laws, including, but not limited to Internet gambling. If I use my card or account to engage in certain activities deemed illegal by federal and/or state laws, I understand that I will nevertheless be liable for any resulting advance made by the use of my card or account. Should illegal use occur, I agree to waive any right to sue the Credit Union for such illegal use or any activity directly or indirectly related to it. I agree to indemnify and hold the Credit Union harmless from suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

## MULTICURRENCY CONVERSION

Transactions made in foreign countries will be billed to you in US dollars. Conversion to US dollars is determined by 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 the government-mandated rate in effect for the applicable central processing date plus 1 percent currency conversion fee.

## SINGLE-CURRENCY CONVERSION

Transactions made in foreign countries processed in US dollars are known as single-currency transactions. Single-currency transactions are subject to an .80% International Service Assessment (ISA) fee. The single-currency ISA fees will appear as a separate item on your statement for each transaction completed in a foreign country in US dollars. It is important to note that transactions conducted in US military bases, territories, embassies, or consulates; and fund transfers will not be subject to the .80% ISA fee.

## RIGHT TO STOP PAYMENT OF PRE- AUTHORIZED TRANSFERS

If you have made arrangements to make recurring or installment payments from your Visa Credit Card you can stop these payments by notifying Affinity either (a) orally by calling us at 1-800-325-0808; (b) in writing by sending a letter to Affinity Federal Credit Union, PO Box 621, Basking Ridge, NJ 07920-9881, Attention: Card Products Department at least 3 business days prior to the schedule date of the electronic transfer. In the event the stop payment request is oral, you have 14 days of the oral notification to send something in writing. In the event we do not receive the written notification within 14 days of the oral request, the stop-payment order ceases to be binding.

# Credit Card Account Agreement

## Credit Card Account Agreement

Visa® Business

Visa® Platinum

Visa® Gold

Visa® Classic

Hillsborough Rewards Visa®

Visa® Rewards

In this agreement, the words **we**, **our** and **us** mean the **Affinity Federal Credit Union**. The words **you** and **your** mean each person who request for a credit card account has been approved by us or who has established a credit account with us through use of a card. The word **card** means all credit cards we issue to you.

Use of the account by you or a person authorized by you will constitute your acceptance of the terms and conditions of this Agreement and its application to your credit account with us. If this is a joint account, each of you are liable for all amounts owed. You are also liable for any purchases or cash advances made by any other person you permit to use the account.

You understand that we will not be responsible for anyone's refusal to honor your card. And, except as otherwise required by law or regulations, we will not be responsible for merchandise or services purchased through use of your card.

## CREDIT CARDS

You can use your card to purchase goods, services, and other things of value wherever Visa is honored. You can also use your card to get cash advances at financial institutions. Limits on daily usage of your card are imposed for security purposes.

## PIN NUMBER

You understand that your card may be used to obtain a cash advance on your Visa account and any ATM (Automated Teller Machine) that bears the Visa symbol. By using the card in the ATM or any PIN activated sales terminal, you acknowledge that the PIN (Personal Identification Number), which is assigned to you, when used with your card is your signature, identifies the bearer of the card to Visa and authenticates and validates the directions given just as your actual signature. You further acknowledge that your PIN is an identification code that is personal and confidential and that the use of the PIN with the card is a security method by which the Credit Union helps you maintain the security of your account. Therefore, you agree to take all reasonable precautions that no one else learns your PIN. You also understand that reasonable precautions include, but are not limited to the following:

- You agree not to tell or disclose your PIN to any other person.
- You agree not to write your PIN on your card.
- You agree not to keep a written record of your PIN near your card. This means that you agree not to keep your PIN in the same wallet, cardholder, envelope, or place where you keep your card.

## REPAYMENT

You promise to pay us all amounts charged and borrowed by the use of your credit card, plus any FINANCE CHARGES and other charges or fees provided for this Agreement, all payable in U.S. dollars.

## CREDIT LIMIT

You will be notified of your credit limit on your account. You agree not to allow what you owe on your account to exceed your credit limit. You must pay any amount over your credit limit whenever we ask you to.

If your account balance exceeds your credit limit as shown on your monthly statement as of the billing date, an overlimit charge of \$25 will be due and payable by you immediately. The account balance used in calculating whether an overlimit charge should apply will include any and all unpaid charges including but not limited to, unpaid FINANCE CHARGES, late charges, overlimit charges and returned check charges.

## PERIODIC STATEMENT

If you have a balance, or if a FINANCE CHARGE is imposed during the billing cycle, we will send you a monthly statement. It will show for the monthly period covered your currently posted purchases and cash advances, the FINANCE CHARGE and other fees and charges, if any, your "New Balance," the minimum payment due, and the date the payment is due.

## MINIMUM PAYMENT

Your minimum payment will be equal to 2% of the New Balance shown on your monthly statement plus any amounts past due and/or over the limit including any fees, but at least \$20, or the entire New Balance if it is less than \$20. You may at any time pay more than the minimum amount due.

## PAYMENT APPLIED

Payments are applied in the following order, unpaid FINANCE CHARGES, previously billed miscellaneous charges are principal reduction. The principal reduction portion of the payment is first used to pay purchase advances and then cash advances from the last statement. If these are paid off by the payment, the purchase advances made during the payment billing cycle are paid.

## LATE CHARGE

If you do not make a payment on your account equal to or greater than the minimum monthly payment due on your current monthly statement by or before the fifth day following the payment due date, you agree that a late charge of \$25 is payable by you immediately.

## FINANCE CHARGE ON CARD PURCHASES

No FINANCE CHARGE on purchases is charged if the balance is paid in full by the due date. We figure the FINANCE CHARGE by applying a daily periodic rate (see VARIABLE RATE section below) to the Average Daily Balance of your purchase account including current transactions.

To get the Average Daily Balance of your purchase amount, we take the beginning balance each day (including the billing date of previous cycle and excluding the billing date of the current cycle), add any new purchases and subtract any payments, credits, unpaid FINANCE CHARGES, unpaid late charges and unpaid overlimit charges. This gives us the Average Daily Balance of purchases.

## FINANCE CHARGES ON CASH ADVANCES

You will pay a FINANCE CHARGE on your cash advances from the day we post the advance until it is paid in full. We calculate the FINANCE CHARGE by applying the daily periodic rate (see VARIABLE RATE section below) to the Average Daily Balance of your cash advance account.

To get the Average Daily Balance of your cash advance amount, we take the beginning balance each day (including the billing date of the previous cycle and excluding the billing date of the current cycle), add any new cash advances and subtract any payments, credits, unpaid FINANCE CHARGES, unpaid late charges and unpaid overlimit charges. This gives us the daily balance. Then we add up the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives the Average Daily Balance for cash advances.

## VARIABLE RATE

You agree to the monthly rate used in calculating your FINANCE CHARGE (see FINANCE CHARGE section above) will be a VARIABLE RATE. This means that the rate may change every month and such a change will occur on the first day of your next monthly billing cycle.

### VISA Business Account

*Your periodic monthly rate will be the higher of either:*

- .688% per month (ANNUAL PERCENTAGE RATE 8.25%), or
- .25% above the Prime Lending rate as published in the "Money Rates" section of the Wall Street Journal newspaper on the twentieth day of the previous month, divided by twelve (12).

### VISA Platinum Account

*Your periodic monthly rate will be the higher of either:*

- .716% per month (ANNUAL PERCENTAGE RATE 8.6%), or
- .70% above the Prime Lending rate as published in the "Money Rates" section of the Wall Street Journal newspaper on the twentieth day of the previous month, divided by twelve (12).

### Visa Gold Account

*Your periodic monthly rate will be the higher of either:*

- .800% per month (ANNUAL PERCENTAGE RATE 9.6%), or
- 1.7% above the Prime Lending rate as published in the "Money Rates" section of the Wall Street Journal newspaper on the twentieth day of the previous month, divided by twelve (12).

### Visa Classic Account

*Your periodic monthly rate will be the higher of either:*

- .883% per month (ANNUAL PERCENTAGE RATE 10.6%), or
- 2.7% above the Prime Lending rate as published in the "Money Rates" section of the Wall Street Journal newspaper on the twentieth day of the previous month, divided by twelve (12).

### Hillsborough Rewards Visa

*Your periodic monthly rate will be the higher of either:*

- .883% per month (ANNUAL PERCENTAGE RATE 10.6%), or
- 2.7% above the Prime Lending rate as published in the "Money Rates" section of the Wall Street Journal newspaper on the twentieth day of the previous month, divided by twelve (12).

### Visa Rewards

*Your periodic monthly rate will be the higher of either:*

- 1% per month (ANNUAL PERCENTAGE RATE 12%), or
- 5.3% above the Prime Lending rate as published in the "Money Rates" section of the Wall Street Journal newspaper on the twentieth day of the previous month, divided by twelve (12).

We reserve the right, at any time, to charge you a lower rate than this formula might indicate without losing any of our rights. Any increase in the interest rate will be effective as to future advances and your outstanding loan balance regardless of whether you use the card after

the effective date of a change in the interest rate.

## ANNUAL FEES

|                           |      |
|---------------------------|------|
| VISA Business             | None |
| VISA Platinum             | None |
| VISA Classic and Gold     | None |
| Hillsborough Rewards VISA | None |
| VISA Rewards              | None |

## DEFAULT

You will be in default if you miss a payment, file for bankruptcy or break one of your promises under this Agreement, or under any other Agreement you have with us. Default means we can require immediate payment of entire account balance. No notice is required. We can also do this if you die or if any other creditor tries to seize your property.

## COLLECTION COSTS AND ATTORNEY FEES

If you are in default and we have to refer your account to an attorney, you promise to pay a reasonable attorney's fee and all court and collection costs actually incurred by us.

## CHANGE IN TERMS

We can change the terms of this Agreement at any time. The new terms will apply to both new purchases and advances, and to the outstanding balance in your account. We will let you know (at your address shown on our credit card records) about any increased charges, at least fifteen (15) days before the start of the billing period when the change takes place, except an increase in the ANNUAL PERCENTAGE RATE and FINANCE CHARGE, which index and formula are already set forth in this Agreement.

## PREPAYMENT

I understand that I can repay any outstanding balance prior to maturity in whole or in part at my option without penalty.

## IRREGULAR PAYMENT/DELAY IN ENFORCEMENT

We can accept late payments or partial payments, or checks and money orders marked "Payment in Full," without losing any of our rights under this Agreement. We can delay enforcing our rights under this Agreement without losing them.

## QUESTIONS AND BILLING ERRORS

Please let us know right away if you have any questions about your statement. You can write to us at: Affinity FCU, P.O. Box 621, Basking Ridge, NJ 08920, Attn: Card Services Division.

NOTICE: See the Billing Rights Summary on the back of this form for important information regarding your rights to dispute billing errors.

## CHANGE OF ADDRESS

If you move, you must give us your new address. Please write it on the payment stub of your statement so we can change our records.

## CREDIT AGREEMENT

### CREDIT AGREEMENT

This LOANLINER (Loanline) Credit Agreement, which includes the Truth in Lending Disclosures, will be referred to as "the Plan." The Plan documents include this agreement and an Addendum. "You", "your" and "borrower" mean any person who signs the Plan. "Credit Union", "we", "our" and "us" mean the Credit Union whose name appears on the Plan or anyone to whom the Credit Union transfers its rights under the Plan.

**1. HOW THIS PLAN WORKS** -- This is an open-end, multi-featured credit plan. We anticipate that, from time to time, you will borrow money (called "advances") under the Plan. We are not required to make advances to you under the Plan and can refuse a request for an advance at any time. The Addendum describes the different types of credit (called "subaccounts") available under the Plan, the current interest rate for each subaccount expressed as a Daily Periodic Rate and corresponding Annual Percentage Rate and other charges. It may also have other terms and a schedule for determining the payment amounts.

**2. CREDIT LIMIT** -- We may, but do not have to, establish a credit limit on certain subaccounts. If a credit limit is set for a subaccount, you promise not to exceed the established credit limit. If you exceed the credit limit, you promise to repay immediately the amount which exceeds the credit limit.

**3. REPAYMENT** -- You promise to repay all amounts you owe under the Plan plus interest. Payments are due on the last day of the month unless we set a different day at the time of an advance. If the Addendum has no payment schedule for a subaccount, your payment will be determined at the time of each advance. Payments must include any amount past due and any amount by which you have exceeded any credit limit you have been given for a subaccount. You may repay all or part of what you owe at any time without any prepayment penalty. Even if you prepay, you will still be required to make the regularly scheduled payments unless we agree in writing to a change in the payment schedule. If you have a joint share draft account, you will be responsible for paying all overdraft advances obtained by a joint holder of the share draft account. Unless otherwise required by law, payments will be applied to amounts owed under the Plan, in the manner the Credit Union chooses.

**4. PLAN ACCESS** -- You can obtain credit advances in any manner authorized by us. If we allow you to use your ATM/Debit card to access the Plan, you may be liable for the unauthorized use of your ATM/Debit card. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. If you believe your ATM/Debit card has been lost or stolen, immediately inform the Credit Union by calling or writing us at the telephone number or address that appears elsewhere in the Plan. If the card is used to obtain unauthorized advances directly from the Plan, your liability will not exceed \$50.00. If the unauthorized withdrawal is from a share draft account, your liability is governed by the Regulation E disclosures you received at the time you received your ATM/Debit card, even if the withdrawal results in an advance being made from your overdraft subaccount.

**5. FINANCE CHARGE** -- The dollar amount you pay for money borrowed is called a "finance charge" and begins on the date of each advance. A finance charge will be computed separately for each separate balance under the Plan. To compute the finance charge, the unpaid balance for each day since your last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable Daily Periodic Rate. The sum of these amounts is the finance charge owed. The balance used to compute the finance charge is the unpaid balance each day after payments and credits to that balance have been subtracted and any additions to the balance have been made. In addition to interest, we may charge other finance charges which are disclosed on the Addendum. If the interest rate is a variable interest rate, the Addendum explains how the variable interest rate works.

**6. SECURITY** -- You pledge as security for the Plan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with us now and in the future. If a specific dollar amount is pledged for an advance, we will freeze shares in that account to the extent of the outstanding balance for the advance. Otherwise, your pledged shares may be withdrawn unless you are in default. Statutory Lien -- If you are in default on a financial obligation to us, federal law gives us the right to apply the balance of shares and dividends in all individual and joint accounts you have with us to satisfy that obligation. After you are in default, we may exercise this right without further notice to you. **The statutory lien and/or your pledge will allow us to apply the funds in your account(s) to what you owe when you are in default.** The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

Additional security for the Plan may be required at the time of an advance. If a subaccount identifies a type of property (such as "New Cars") you must give that type of property as security when you get an advance under that subaccount. A subaccount name such as "Other Secured" means you must provide security acceptable to us when you obtain an advance under that subaccount. Property you give as security will secure all amounts owed under the Plan and all other loans you have with us now or in the future, except any loan secured by your principal dwelling. Property securing other loans you have with us may also secure the Plan.

**7. DELIVERY OF CERTIFICATE OF TITLE AND PROOF OF INSURANCE WITHIN THIRTY (30) DAYS** - You unconditionally promise to deliver the Certificate of Title indicating the Credit Union as first lienholder. Failure to deliver the title may result in an interest rate increase to the interest rate for unsecured loans. You also promise to provide proof of insurance naming the Credit Union as loss payee. If you fail to provide either document, you will be in default and the Credit Union may repossess the automobile which serves as collateral for this loan.

**8. PROPERTY INSURANCE** -- You will be required to purchase property insurance on certain types of security that you give for advances. You may purchase the property insurance from anyone you choose that is acceptable to the Credit Union.

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**IMPORTANT -- RETAIN FOR YOUR RECORDS**

## CREDIT AGREEMENT

**9. VOLUNTARY PAYMENT PROTECTION** -- We may offer Voluntary Payment Protection to you. Voluntary Payment Protection is not necessary to obtain credit. If you purchase Voluntary Payment Protection from us, you authorize us to add the fees or insurance charges monthly to your loan balance and charge you interest on the entire balance. At our option we will change your payment or the period of time necessary to repay the loan balance. The rate used to determine the fees or insurance charges may change in the future. If the rate changes, we will provide any notices required by applicable law.

**10. PERIODIC STATEMENT** -- On a regular basis you will receive a statement showing all transactions under the Plan during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

**11. JOINT ACCOUNTS** -- If this is a joint account, each of you is individually and jointly responsible for paying all amounts owed. That means we can enforce our rights under the Plan against any one of you individually or against all of you together. If you give us inconsistent instructions, we can refuse to follow your instructions. Unless our written policy requires all of you to sign for an advance, each of you authorizes the other(s) to obtain advances individually and agrees to repay advances made to the other(s). Any joint accountholder may terminate the Plan by giving us prior written notice. If any of you terminate the Plan, the Plan is terminated for all of you. You remain liable individually and jointly for all advances incurred before termination.

**12. FEES AND CHARGES** -- If you give us a security interest in certain types of property, we may charge you a filing fee to perfect our interest in the property. If we do, the amount of the fee will be disclosed to you at the time you obtain an advance. We may also charge you other fees in connection with the Plan. Our current fees are disclosed on the Addendum and will be added to your loan balance unless you pay them in cash.

**13. UPDATING CREDIT INFORMATION** -- You promise that you will promptly give us written notice if you move, change your name or employment, or if any other information you provided to us changes. Upon our request, you also agree to provide us updated financial information.

**14. WAIVER** -- We can delay or waive enforcing any of our rights under this Plan, including your obligation to make timely payments, without losing our right to enforce the terms of the Plan at a later time. If the law makes any term(s) of the Plan unenforceable, the other terms will remain in effect.

**15. DEFAULT** -- *The following paragraph applies to borrowers in Idaho, Kansas, and Maine:* You will be in default if you do not make a payment of the amount required when it is due. You will also be in default if we believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.

*The following paragraph applies only to borrowers in Wisconsin:* You will be in default if you fail to make a payment when due two times during any 12 month period. You will be in default if breaking any promise made under the Plan materially impairs your ability to repay what you owe. You will also be in default if breaking any promise made under a Security Agreement made in connection with

an advance, materially impairs the condition, value, or protection of or our right in any property you gave as security.

*The following paragraph applies only to borrowers in Iowa:* You will be in default if you are more than 10 days late in making a payment. You will also be in default if you do not comply with the terms of the Plan and your failure to comply materially impairs any property you gave as security or your ability to repay what you owe under the Plan.

*The following paragraph applies to borrowers in all other states:* You will be in default if you do not make a payment of the amount required when it is due. You will be in default if you break any promise you made under the Plan or if anyone is in default under any security agreement made in connection with an advance under the Plan. You will be in default if you die, file for bankruptcy, become insolvent, if you make any false or misleading statements in any credit application or update of credit information, or if something happens we believe may substantially reduce your ability to repay what you owe. You will also be in default under the Plan if you are in default under any other loan agreement with us.

**16. REMEDIES ON DEFAULT** - If any act occurs that constitutes a default, you will deliver the property to us upon our request, or we can take it ourselves without notice to you. We can sell the property at a public or private sale. If the law requires us to give you advance notice of the sale, you agree that ten (10) days will be enough notice. We may, to the extent permitted by law, pay our expenses in repossessing and selling the property (including collection and attorney's fees) out of the money that we receive from the sale. If the money that we receive is not enough to pay what you owe us, you will still have to pay the difference.

**17. ACTIONS AFTER DEFAULT** -- *The following paragraph applies to borrowers in Colorado, District of Columbia, Iowa, Kansas, Maine, Massachusetts, Missouri, Nebraska, West Virginia, and Wisconsin:* When you are in default and after expiration of any right you have under applicable state law to cure your default, we can demand immediate payment of the entire unpaid balance under the Plan without giving you advance notice.

*The following paragraph applies to borrowers in all other states:* When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration.

*The following paragraph applies to all borrowers:* If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid at the applicable interest rates in effect or, if applicable, at the default rate disclosed on the Addendum. If a demand for immediate payment has been made, the shares and/or deposits can be applied towards what you owe as provided in the Section above called "Security". We can also exercise any other rights given by law when you are in default, and any rights we have under any Security Agreements you have with us.

**18. CANCELLING OR CHANGING THE PLAN** -- *The following paragraph applies only to borrowers in Wisconsin:* We can change the terms of the Plan from time to time in accordance with Section 422.415 of the Wisconsin

(Continued on the next page)

## CREDIT AGREEMENT

Statutes. You will be notified of any change in terms. An increase in the daily periodic rate under a variable interest rate is not considered a change in terms under the Plan. We can cancel the entire Plan or any part of the Plan at any time. You may cancel the Plan at any time by giving us prior written notice. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the credit union cancel the Plan, except to the extent that your liability is limited by Section 422.4155 of the Wisconsin Statutes.

***The following paragraph applies only to borrowers in Iowa:*** We can change the terms of the Plan from time to time after giving you any advance notice required by law. A change that increases the rate of finance charge or other charge, that increases the amount of your payments, or that otherwise adversely affects existing balances will apply to existing balances only if you agree to the change or you use the Plan after receiving notice that your use of the Plan means you agree the change applies to existing balances.

***The following paragraph applies to borrowers in all other states:*** We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change in the interest rate will apply to future advances, and at our discretion, and subject to any requirements of applicable law, will also apply to unpaid balances.

***The following paragraph applies to all but Wisconsin borrowers:*** An increase in the Daily Periodic Rate under a variable interest rate is not considered a change in terms under the Plan. We can cancel the entire Plan or any part of the Plan at any time. You may cancel the Plan at any time by giving us prior written notice. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the Credit Union cancel the Plan.

**19. The following is required by Vermont law -- NOTICE TO CO-SIGNER -- YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

**20. NOTICE TO UTAH BORROWERS:** This written agreement is a final expression of the agreement between you and the credit union. This written agreement may not be contradicted by evidence of any oral agreement.

**21. THE DISCLOSURES BELOW APPLY TO LINE OF CREDIT ACCOUNTS.**

You may from time to time request loan advances from us under your Line of Credit account. In doing so you agree to be bound and obligated pursuant to the terms of this Agreement.

It is not necessary for you to call or write us or come into the Credit Union in order to request a Line of Credit advance. You may access your Line of Credit by any of the following methods:

- (a) **Checking/Overdraft Protection:** We will automatically consider that you have requested a loan advance under this Agreement whenever the balance in your checking account at the Credit Union falls below one cent (1¢). If we approve your request, your Line of Credit loan advance will be deposited directly into your checking account at the Credit Union.
- (b) You may access your Line of Credit account by using your Credit Union ATM Card or Affinity OneCard.
- (c) You may access your Line of Credit through use of "AUDREY" (24-hour telephone teller).
- (d) You may access your Line of Credit by coming to any branch of the Credit Union and personally requesting an advance on your Line of Credit loan.

The Credit Union may make other means of accessing your Line of Credit available to you in the future. The Credit Union will provide you with notice of these other means of access.

**Education Line of Credit -** You may from time to time request loan advances from us under your Education Line of Credit account. In doing so you agree to be bound and obligated pursuant to the terms of this Agreement.

You may access your Education Line of Credit by any of the following methods:

- (a) You may access your Line of Credit by coming to any branch of the Credit Union and personally requesting an advance.
- (b) You may write us and request an advance.
- (c) You may call us and request an advance.

Every time you request an advance through any of the above methods, you must submit the tuition bill for that particular semester/year. No advances will be made without this information.

## CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE

In this agreement, the words "we", "our" and "us" mean the Affinity Federal Credit Union. The words "you" and "your" mean each person whose request for a credit account has been approved by us or who has established a credit account with us through use of a Card or Credit Card Check. The word "Card" means all Credit Cards we issue to you. The term "Credit Card Check" means all checks issued to you to access your credit card account.

Use of the Card or Credit Check Card by you or a person authorized by you will constitute your acceptance of the terms and conditions of this Agreement and its application to your credit account with us. If this is a joint account, each of you are liable for all amounts owed. You are also liable for any purchases or cash advances made by any other person you permit to use the account.

You understand that we will not be responsible for anyone's refusal to honor your Card or Credit Card Checks. And, except as otherwise required by law or regulations, we will not be responsible for merchandise or services purchased through use of your Card or Credit Card Check.

If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction.

**CREDIT CARDS -** You can use your Card to purchase goods, services, and other things of value wherever the cards are honored. You can also use your Card to get cash advances at financial institutions. Limits on daily usage of your Card are imposed for security purposes.

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**CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE - Continued**

**CREDIT CARD CHECKS** - You may use your Credit Card Checks the way you use regular checks; however, you cannot use a Credit Card Check to pay any amount you owe under this Agreement. Each Credit Card Check we pay will create a cash advance against your account. We will pay each Credit Card Check you use except that you will not write any check and we do not have to pay any check under the following circumstances:

- A. If in paying or approving the Credit Card Check, your unpaid balance and any authorized amounts would exceed your credit limit.
- B. If you are in default under this Agreement.
- C. If your right to use Credit Card Checks is cancelled or suspended.

If your Credit Card is reported lost or stolen, your Credit Card Checks will be considered cancelled, as well. If for any reason we do not pay the Credit Card Check, we will charge you and you agree to pay a fee as disclosed in the Addendum for such returned Credit Card Check. Such a fee will be added to your Credit Card account balance.

**PIN NUMBER** - You understand that your card may be used to obtain a cash advance on your Credit Account at any ATM (Automated Teller Machine) that bears the VISA or MasterCard symbol. By using the card in the ATM machine or any PIN activated sales terminal, you acknowledge that the PIN (Personal Identification Number), which is assigned to you, when used with your card is your signature, identifies the bearer of the card to VISA or MasterCard and authenticates and validates the directions given just as your actual signature. You further acknowledge that your PIN is an identification code that is personal and confidential and that the use of the PIN with the card is a security method by which the Credit Union helps you to maintain the security of your account. Therefore, you agree to take all reasonable precautions that no one else learns your Pin. You also understand that reasonable precautions include, but are not limited to, the following:

- A. You agree not to tell or disclose your PIN to any other person.
- B. You agree not to write your PIN on your card.
- C. You agree not to keep a written record of your PIN near your card. This means that you agree not to keep your PIN in the same wallet, cardholder, envelope, or place where you keep your card.

**REPAYMENT** - You promise to pay us all amounts charged and borrowed by the use of your credit card or Credit Card Checks, plus any FINANCE CHARGES and other charges or fees provided for in this Agreement, all payable in U.S. dollars.

If your credits and payments exceed what you owe us, we will apply this credit balance to future purchases and cash advances. If the amount is \$1.00 or more, it will be refunded upon your written request or automatically after six months.

**CREDIT LIMITS** - You will be notified of your credit limit on your account. You agree not to allow what you owe on your account to exceed your credit limit. You must pay any amount over your credit limit whenever we ask you to.

If your account balance equals or exceeds your credit limit as shown on your monthly statements as of the billing date,

an overlimit charge as disclosed in the Addendum will be due and payable by you immediately. The account balance used in calculating whether an overlimit charge should apply will include any and all unpaid charges including but not limited to, unpaid FINANCE CHARGES, late charges, overlimit charges, returned check charges and lost card charges.

**PERIODIC STATEMENT** - If you have a balance, or if a FINANCE CHARGE is imposed during the billing cycle, we will send you a monthly statement. It will show for the monthly period covered your currently posted purchases, cash advances and Credit Card Checks, the FINANCE CHARGE and other fees and charges, if any, your "New Balance," the minimum payment due, and the date the payment is due.

**MINIMUM PAYMENT** - Your minimum payment will be disclosed in the Addendum. You may at any time pay more than the minimum amount due.

**PAYMENT APPLIED** - Payments are applied in the following order: unpaid FINANCE CHARGES, previously billed miscellaneous charges and principal reduction. The principal reduction portion of the payment is first used to pay purchase advances and then cash advances from the last statement. If these are paid off by the payment, the purchase advances made during the payment billing cycle are paid.

**LATE CHARGE** - If you do not make a payment on your account equal to or greater than the minimum monthly payment due on your current monthly statement by or before the tenth day following the payment due date, you agree that a late charge as disclosed in the Addendum of the past due amount is payable by you immediately.

**FINANCE CHARGE ON CARD PURCHASES** - No FINANCE CHARGE will be charged on purchases if we receive payment of the entire New Balance shown on your monthly statement within twenty-five (25) days of the statement closing date.

If a FINANCE CHARGE on purchases is charged, we figure the FINANCE CHARGE by applying a Daily Periodic Rate (see VARIABLE RATE section below) to the Average Daily Balance of your purchase account including current transactions. The Daily Periodic Rate and corresponding Annual Percentage Rate is disclosed in the Addendum.

To get the Average Daily Balance of your purchases, we take the beginning balance each day (including the billing date of the previous cycle and excluding the billing date of the current cycle), add any new purchases and subtract any payments, credits, unpaid FINANCE CHARGES, unpaid late charges and unpaid overlimit charges. This gives us the daily balance. Then we add up the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for purchases.

**FINANCE CHARGE ON CASH ADVANCES AND CREDIT CARD CHECKS** - You will pay a FINANCE CHARGE on your cash advances and Credit Card Checks from the day we post the advance up until it is paid in full. We figure the FINANCE CHARGE by applying the Daily Periodic Rate (see VARIABLE RATE section below) to the Average Daily Balance of your cash advance account. The Daily Periodic Rate and corresponding Annual Percentage Rate is disclosed in the Addendum.

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**CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE - Continued**

To get the Average Daily Balance of your cash advance account, we take the beginning balance each day (including the billing date of the previous cycle and excluding the billing date of the current cycle), add any new cash advances and Credit Card Checks and subtract any payments, credits, unpaid FINANCE CHARGES, unpaid late charges and unpaid overlimit charges. This gives us the daily balance. Then we add up the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for cash advances and Credit Card Checks.

**VARIABLE RATE** - You agree that the daily rate used in figuring your FINANCE CHARGE (see FINANCE CHARGE section above) will be a VARIABLE RATE. This means that the rate may change every month and such a change will occur on the first day of your next monthly billing cycle. Refer to the Addendum for additional information, including the Annual Percentage Rate.

We reserve the right, at any time, to charge you a lower rate than this formula (as disclosed in the Addendum) might indicate without losing any of our rights. Any increase in the interest rate will be effective as to future advances and your outstanding loan balance regardless of whether you use the card after the effective date of a change in the interest rate. Any increase in the interest rate will result in more payments of the same amount.

**DEFAULT** - You will be in default if you miss a payment, file for bankruptcy or break one of your promises under this Agreement, or under any other Agreement you have with us. Default means that we can require immediate payment of your entire account balance. No notice is required. We can also do this if you die or if any other creditor tries to seize your property.

**COLLECTION COST AND ATTORNEY FEES** - If you are in default and we have to refer your account to an attorney, you promise to pay a reasonable attorney's fee and all court and collection costs actually incurred by us up to 20% of unpaid balance.

**CHANGE IN TERMS** - We can change the terms of this Agreement at any time. The new terms will apply to both new purchases and advances, and to the outstanding balance in your account. We will let you know (at your address shown on our Credit Card records) about any increased charge, at least fifteen (15) days before the start of the billing period when the change takes place, except an increase in the ANNUAL PERCENTAGE RATE and FINANCE CHARGE, which index and formula are already set forth in this Agreement.

**PREPAYMENT** - You understand that you can repay any outstanding balance prior to maturity in whole or in part at your option without penalty.

**IRREGULAR PAYMENTS/DELAY IN ENFORCEMENT** - We can accept late payments or partial payments, or checks and money orders marked "Payment in Full," without losing any of our rights under this Agreement. We can delay enforcing our rights under this Agreement without losing them.

**QUESTIONS AND BILLING ERRORS** - Please let us know right away if you have any questions about your statement. You can write to us at: Affinity FCU, 73 Mountain View Blvd., P.O. Box 621, Basking Ridge, NJ 07920, Fax: 908-860-3956, Attn: Credit Card Department.

**NOTICE:** See the Billing Rights as provided in this brochure for important information regarding your rights to dispute billing errors.

**CHANGE OF ADDRESS** - If you move, you must give us your new address. Please write it on the payment stub of your statement so we can change our records.

**LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION** - You agree to notify us immediately by calling 1-800-325-0808 or 1-800-453-4270, of the loss, theft or unauthorized use of your Credit Card. You may be liable for the unauthorized use of your Credit Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your Credit Card, unless you are grossly negligent in the handling of your Card. In any case, your liability will not exceed \$50.

**MERCHANT DISPUTES** - The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the 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 and was made in your state or within 100 miles of your home.

**FOREIGN TRANSACTIONS -**

**VISA:** Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a 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 the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.

**MasterCard:** Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by MasterCard. The rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account.

A fee of .80% will be charged on all transactions completed outside of the United States where the cardholder's country code differs from the merchant's country code. In addition, a fee of .20% will be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded.

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**CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE - Continued**

**ILLEGAL TRANSACTIONS PROHIBITED** - You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law.

**CANCELLATION** - You may cancel your account at any time by notifying us in writing and returning the card and Credit Card Checks cut in half. However, you remain responsible to pay the amount you owe us according to the terms of this Agreement. We can cancel or suspend your account at any time without prior notice and reissue a different one at

any time. If we ask, you will destroy the card and Credit Card Checks by cutting them in half and will surrender them to us or our agent, or mail them to us.

**WHAT LAW APPLIES** - This Agreement will be governed by the law of the state of New Jersey.

**RETURNED CHECK CHARGE** - If you make a payment on your account using a check that is returned to us unpaid, we will charge you a fee as disclosed in the Addendum which you agree to pay immediately.

**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 STATEMENT.** If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement 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.

If you have authorized us to pay a credit card account automatically from your share account or share draft account, you can stop the 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 statement 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 send statements to 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 statement that are not in question.

If we find that we made a mistake on your statement, 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 that 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 statement. 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 statement 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 due 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.