

Visa® Platinum, Visa® Gold and MasterCard® Classic

Health Care Family Credit Union Credit Card Agreement

(Revised: March 1, 2013)

In this Agreement the words *you* and *your* mean each and all of those who apply for the card or who sign this Agreement. *Card* means the Visa Platinum/Visa Gold/MasterCard Classic Credit Card and duplicates and renewals we issue. Everyone who receives, signs or uses a card issued under this Agreement must be a member of this Credit Union. *Account* means your Visa Platinum/Visa Gold/MasterCard Classic Credit Card Line-of-Credit account with us. *We, us, and ours* mean Health Care Family Credit Union.

1. Responsibility. If we issue you a Card, you agree to repay all debts and the FINANCE CHARGE arising from the use of the Card and the Card 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, we will close the Account for new transactions if you so request and 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 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 yours.

2. Liability for Unauthorized Use/Lost Card Notification. You agree to notify us immediately, orally or in writing at the address or telephone numbers shown in this Agreement, of the loss, theft or unauthorized use of your Card. In most instances you will not be liable for unauthorized use. This zero liability requirement does not apply to transactions at automated teller machines nor to transactions with commercial cards. In any case, your liability for Credit Card transactions that result in credit advances on your Account will not exceed \$50.

Visa Platinum: The zero liability limit will apply provided you were not grossly negligent or fraudulent in handling your Card.

Visa Gold: The zero liability limit will apply provided you were not grossly negligent or fraudulent in handling your Card.

MasterCard Classic: If you notify us of your lost or stolen Card, you may not be liable for any losses related to credit transactions. This zero liability will apply only if: (i) you have exercised reasonable care in safekeeping your Card from risk of loss or theft, (ii) you have not reported two or more incidents of unauthorized use to us within the preceding 12 months; and (iii) your account is in good standing. These liability limits will apply, provided you did not receive a benefit, or the unauthorized use of your MasterCard Credit Card was by someone without actual, implied or apparent authority from you.

Lost or Stolen Cards

Call: 1-800-301-2424 during business hours or
1-800-991-4961 after business hours.

Write: Health Care Family Credit Union,
2114 S. Big Bend Blvd., Richmond Heights, MO 63117

3. Credit Line. If we approve your application, we will establish a self-replenishing Line-of-Credit for you and notify you of its amount when we issue the Card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the Account will restore your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our loan officer. The Credit Union reserves the right to reevaluate your Credit Line from time to time, or with good cause, revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse reevaluation of your credit worthiness. You may also terminate this Agreement at any 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.

4. 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.

5. Payment Period. You will receive a monthly billing statement from us. The New Balance shown on your statement is the total of unpaid obligations which have been posted to your Account as of the statement date. You can either pay the entire New Balance or you can pay in installments, but we must receive at least the Minimum Periodic Payment shown on your billing statement by the payment due date. The Minimum Periodic Payment is figured as shown in the following chart.

If your New Balance is:	Your Minimum Periodic Payment is:
\$20 or less	The amount of your New Balance
Over \$20	2.5% of that portion of the New Balance which does not exceed your credit limit, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, or \$20 whichever is greater.

Payments made to your Account will be applied in the following order: Fees and FINANCE CHARGES; Promotional Balances; previously-billed purchases; cash advances; and new purchases. We may accept checks marked "Payment in Full" or with words of similar effect without losing any of our rights to collect the full balance of your Account.

6. Periodic FINANCE CHARGE. Your Visa Platinum Account is subject to the following periodic FINANCE CHARGES:

Monthly Rate	Corresponding ANNUAL PERCENTAGE RATE
0.741%	8.9%

Your Visa Gold Account is subject to the following periodic FINANCE CHARGES:

Monthly Rates	Corresponding ANNUAL PERCENTAGE RATE
0.9083%	10.9%

Your MasterCard Classic Account will be subject to the following periodic FINANCE CHARGE:

Monthly Rates	Corresponding ANNUAL PERCENTAGE RATE
1.075%	12.9%
1.158%	13.9%
1.241%	14.9%
1.325%	15.9%
1.408%	16.9%

The Periodic FINANCE CHARGE on Cash Advances is calculated as follows: A FINANCE CHARGE will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your Account, whichever is later, and will continue to accrue until the date of payment.

The FINANCE CHARGE for Cash Advances for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the billing cycle. Each daily balance of Cash Advances is determined by adding to the Previous Balance of Cash Advances at the beginning 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, not excluding any unpaid FINANCE CHARGE.

The Periodic FINANCE CHARGE on Credit Purchases is calculated as follows: A FINANCE CHARGE will be imposed on Credit Purchases only if you elect not to pay the entire New Balance (which includes Credit Purchases, Cash Advances and other Additional Charges) shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25-day period, a FINANCE CHARGE will be imposed on the unpaid average daily 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, and 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 or until the date of payment if more than 25 days from the closing date.

The FINANCE CHARGE for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning 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.

7. Annual Fee. Not applicable.

8. Default. You will be in default if you fail to make any required Minimum Payments by the due date shown on your monthly statement or if you are in default under any other loans or accounts you owe the credit union. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceeding involving you, your death or your failure to abide by the 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. In the event your Account is referred for collection to an attorney and suit is brought, you will also be required to pay attorney fees* equal to 15% of the amount due and payable under this Agreement, together with any court costs assessed.

9. Late and Returned Check Charges. You agree to pay a late charge for each payment in default for a period of 15 days or more. ** If the Minimum Periodic Payment is more than \$25, the charge will be equal to 5% of the Minimum Periodic Payment or \$25, whichever is less, but in no event less than \$10. If the Minimum Periodic Payment is \$25 or less, you agree to pay a late charge of \$5. However, this late charge will be applied once to each periodic payment however long it remains in default.

(continued)

Additionally, you agree to pay a returned-payment charge equal to any charges assessed against us by a financial institution for processing a refused check, share draft or similar item given by you for payment on your Account, plus a handling fee of \$20.***

10. Using the Card. You agree not to use your card or allow it to be used for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable State and/or Federal law. This includes Internet gambling originating from accepting winnings or unspent electronic chips as a credit to your Credit Card from any Internet casino.

To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the Card to a participating MasterCard or Visa plan merchant (depending on the Card you hold), to us or another financial institution, and sign the sales or cash advance draft which will be imprinted with your card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine or other type of electronic terminal that provides access to the MasterCard or Visa system. The monthly statements will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you request.

11. Returns and Adjustments. Merchants and others who honor the Card may give credit for returns or adjustments, and upon proper notice, your Account will be adjusted. 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 if it is \$1 or more, refund it on your written request automatically after six months.

12. Foreign Transactions. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by MasterCard International, Inc. or Visa International, Inc.

13. Use of Convenience Checks. Convenience Checks are another way to access your revolving Credit Card Account. Convenience Checks are an optional feature added for your convenience. You understand that, unlike traditional checks, Convenience Checks are not drawn on an "asset" account, such as a checking account. Therefore, we do not honor stop-payment orders for Convenience Checks which you use to access your available credit limit. You should not, therefore, use a Convenience Check to access your available credit limit if you anticipate a need to stop payment on the Convenience Check for any reason. You agree that neither we, nor any of our agents or any other third parties who are involved in processing the Convenience Checks, shall have any liability to you or any other party because we do not honor stop-payment orders. In addition, you will not be entitled to the protection regarding claims and defenses in Paragraph 14 – "Plan Merchant Disputes" when you use Convenience Checks instead of your MasterCard or Visa card. This means that, unlike transactions entered into by using your Credit Card, you are not entitled to withhold payment as to any amount you dispute because you claim the goods or services you purchased with your Convenience Checks were defective. However, if you do so, we may pursue our normal collective remedies. With the use of Convenience Checks, you must pay your credit card bills and pursue disputed matters directly with the seller of the goods or services you claim were defective. If you use one of our Convenience Checks, we may return it without liability to you or anyone else if:

- Your credit limit has been or would be exceeded by paying the Check.
- Your Check is postdated. If a postdated Check is paid and as a result any other Check is returned or not paid, we are not responsible.
- Your Account is in default in Paragraph 8 of your Agreement with us.

You may not use one of your Convenience Checks to pay on any outstanding balance you owe us under this or any other Agreement with us. If we pay any Convenience Checks under these conditions you must repay us for the face amount of the Checks. The Convenience Check itself shall be evidence of your debt to us together with this Agreement. We do not return Convenience Checks along with your monthly statements, but use of the Check will be indicated by the description "Check #" "Merchant Name." We do not certify Convenience Checks. Merchandise purchases made with Convenience Checks are not subject to a grace period; interest begins to accrue as of the Convenience Check is posted. The Convenience Checks issued to you for this Account are our property and, if we so request, you agree to cut them in half and return them to us.

14. 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. Any other disputes you must resolve directly with the plan merchant.

15. Security Interest. To secure your Accounts, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through this Account. If you default, we will have the right to recover any of these goods which have not been paid through our application of your payments in the manner described in Paragraph 5.

As permitted by law, to secure all transactions under this Agreement in either joint or individual Accounts, we have the right to impress and enforce a statutory lien against your shares on deposit with us (except for IRA and KEOGH accounts), and any dividends/interest due or to become due to you from us to the extent that you owe on any unpaid balance on your Account and we may enforce our right to do so without further notice to you. Additionally, you agree that we may set-off any mutual indebtedness or your Account with such shares. Collateral securing other loans you may have with us will also secure advances received under this Agreement. You acknowledge that you own any shares pledged and that there are no liens against them other than ours. You agree to perform all acts which are necessary to make our security interest in the shares pledged enforceable.

CONSENSUAL LIEN: If you have been issued a Credit Card, you grant and consent to a lien on your shares or deposits with us (except for IRA and KEOGH accounts) and any dividends/interest due or to become due to you from us to the extent you owe on any unpaid Credit Card Balance.

In order to apply for and maintain a Secured Card Account, you agree to grant us a specific security interest in your share account with us. The amount that is pledged will equal your initial Credit Limit, but in no event will be less than \$300. In order to retain Card privileges, the funds pledged as security will remain in your share account unless you cancel your Secured Card Account and request the redemption of any funds given as security. You may do so at any time as described in Paragraph 17. Any funds securing your Account (less any amounts you owe on your Account) will be transferred to your regular share account 15 days after we receive your request. If your secured Card Account is closed for cause due to an over-limit or delinquent status, or is voluntarily closed while in such status, any funds securing your Account will immediately be applied to any balance owing. You agree to immediately pay in full any amount then outstanding on your account.

16. Delayed Enforcement. Our failure to exercise any of our rights when our Account is in default does not mean that we are unable to exercise those rights upon later default. We will not lose any of our rights under this Agreement if we delay taking action for any reason. We may accept late or partial payments, as well as payments marked "payment in full" or with other restrictive endorsements without losing any of our rights under this Agreement. Any payment amount in excess of the Minimum Payment will not be applied in satisfaction of future Minimum Payments.

17. Cancellation. At our discretion and at any time, we can suspend or terminate your Account or revoke your Card and list your Account in warning bulletins without prior notice or liability, whether or not your Account is in default under this Agreement. All Cards are owned by us. At our request you must return all Cards cut in half, including Cards you gave to others. You can cancel your Account by giving us a Notice of Cancellation in writing and returning all Cards cut in half. Cancellations of your Account will not affect your liability to us for credit we have extended to you or arising from any Card usage prior to Cancellation or thereafter.

18. Authorization. Purchases and Cash Advances above certain amounts, as well as other circumstances, may require our approval. Such approvals are called "Authorizations." We may limit the number of Authorizations we give your Account in one day. In the event our Authorizations system is not fully operational, we may not be able to give our approval for transactions even though they would not exceed your Credit Limit. You agree that neither we nor our Authorization agent shall be liable for not giving Authorizations in such case.

19. Telephone Calls. In the regular course of business we may monitor and record telephone conversations made or received by our employees or agents in regards to this Account. You agree that we have such rights with respect to all telephone conversations between you and our employees or agents whether initiated by you or any of our employees and/or agents.

20. Governing Law. Except to the extent it is governed by Federal laws, this Agreement and your Account with us are governed by the laws of the state of Missouri. If any part of this Agreement is unenforceable, this will not make any other part of this Agreement unenforceable.

21. Effects of Agreement. This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit or other slips you sign may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. Your use of the Card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions.

22. Copy Received. You acknowledge receipt of a copy of this Agreement. Use of the Card constitutes acceptance of this Agreement.

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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 Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you 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.

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 your credit card bill automatically from your savings or share draft (checking) 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 bill 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 bill 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 bill that are not in question.

If we find that we made a mistake, you will not have to pay any finance charges related 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 report 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 cannot collect the first \$50 of the questioned amount, even if your bill 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.

The following provisions apply only to residents of the state of Iowa.

- * **Attorney Fees** – You will not be responsible for any attorney fees in the event your account is referred for collection to an attorney.
- ** **Delinquency Charge** – You agree to pay a delinquency charge in the amount of \$10.00 on any amount not paid in full within ten (10) days of its due date.
- *** **Dishonored Payment** – If the payment instrument which you send us is dishonored for any reason, you will be charged 5% of \$20.00, unless you have stopped payment pursuant to Iowa Code 544.4403.



Health Care Family
Credit Union



Federally Insured
By NCUA

