



VISA Gold, VISA Classic and VISA Campus Classic Agreement and Disclosure



This agreement is between you and TBA Credit Union.

In this Agreement, "card" means any VISA credit card issued to you or any authorized user by Issuer. "Cardholder" means each person who has signed the VISA Application in connection with this Account. "Account" means each account Issuer maintains under this Agreement. Cardholder agrees to be bound by this Agreement when he or she signs Issuer's VISA credit card application, signs or uses a card, or permits someone else to use a card.

1. Use of Card. Goods and services ("Credit Purchases") may be purchased or leased by means of such card by Cardholder from any retail business establishment ("Seller") who honors same upon the execution of a sales slip evidencing such Credit Purchase and bearing the account number of Cardholder embossed on the face of such Card. Additionally, VISA Cash Advances ("Loans") may be obtained through use of such Card (a) upon execution of a written request of Cardholder in a form furnished to Cardholder from any bank that is a member, alone or in association with others, of VISA U.S.A., Inc. and (b) upon execution of a written separate agreement with issuer for a VISA overdraft financing agreement, if offered by Issuer. Cardholder understands and agrees that VISA cards may not be used for any illegal transaction.

2. Promise to Pay. Cardholder shall be liable and agrees to pay Issuer for Credit Purchases made by or for loans extended to Cardholder or anyone else using such card unless the use of such Card is by a person other than the Cardholder (a) who does not have actual, implied or apparent authority for such use, and (b) from which Cardholder receives no benefit.

3. Authorized Users. Issuer may, at the request of the Cardholder, issue additional cards for use by persons designated by such Cardholder as "authorized users". Cardholder should not let anyone else use his or her card. Participating merchants and banks are not required to honor a card unless it is presented by the person whose name is printed on the

	Visa Gold	Visa Classic	Visa Campus Classic
Annual Percentage Rate "APR" for Purchases and Cash Advances	5.90% APR first 12 months for 1st time card holders. Mature rate 9.90% Fixed APR*	7.90% APR first 12 months for 1st time card holders. Mature rate 12.96% Fixed APR*	14.96% fixed APR*
Annual Fee	NONE	\$15 Per Year	NONE
Other APRs	Default Rate: Up to 19.90% Fixed APR* *See additional explanation below	Default Rate: Up to 22.96% Fixed APR* *See additional explanation below	Default Rate: Up to 24.96% Fixed APR* *See additional explanation below
Grace Period for repayment of the balance of purchases	There is a 25 day grace period. Cash advances accrue interest from the date the advance is made.	There is a 25 day grace period. Cash advances accrue interest from the date the advance is made.	There is a 25 day grace period. Cash advances accrue interest from the date the advance is made.
Method of Computing the balance for purchases	Average Daily Balance Method	Average Daily Balance Method	Average Daily Balance Method
Minimum Finance Charge	None	None	None
Cash Advance Transaction Fee	\$3.00	\$3.00	\$3.00
Late Payment Fee	\$20.00	\$20.00	\$20.00
Return Item Fee	\$25.00	\$25.00	\$25.00
Card Replacement Fee	\$10.00	\$10.00	\$10.00
<p>*Your purchase, balance transfer, and cash advance APRs may increase if you fail to make a payment to us when due, you exceed your credit line, or you make a payment to us that is not honored by your bank. Factors considered in determining your default rate may include the length of time the account has been open, the existence, seriousness and timing of Cardmember Agreement defaults, and other indications of account usage and performance. **Late Payment Fee: A late payment fee is assessed if the minimum required payment is not received within 27 days after the closing date subsequent to the payment due date.</p>			

card. Cardholder shall be jointly and severally liable and agrees to pay for all Credit Purchases and Cash Advances obtained through the use of any card by an authorized user.

4. Statements. Issuer will send to Cardholder, at regular intervals determined by Issuer, a statement reflecting for the prior period all card transactions. Such statement shall be deemed correct and accepted by Cardholder unless Issuer is notified to the contrary in writing within 60 days of mailing of such statement. Cardholder will pay such statement by remitting to Issuer within 25 days of the closing date reflected on the statement either the full amount billed or, at Cardholder's option, an installment equal to at least the required minimum payment stated in Paragraph 5 below.

5. Payment in Installments. Cardholder may pay the account in periodic installments, but must pay at least the minimum payment shown on each statement by the due date shown on that statement. The minimum periodic payment required is the total new balance as shown on Cardholder's monthly billing statement if the amount is under \$25.00. Otherwise, the minimum periodic payment is 2.5 percent of the new balance. The Credit Union will apply each payment in the following order:

- Any unpaid fines
- Unpaid finance charges
- Principal balance

6. Method of Computing the Finance Charge. The total finance charge for a billing cycle is the finance charge imposed on Credit Purchases plus the finance charge imposed on Cash Advances.

- (a) **Cash Advances-Average Daily Balance (Including New Advances).** A finance charge will be imposed on Cash Advances from the date made or from the first day of billing cycle in which the Cash Advances are posted to Cardholder's account, whichever is later. The finance charge on Cash Advances for a billing cycle is computed by applying the monthly periodic rate to the average daily balance of Cash Advances for the billing cycle, which is determined by dividing the sum of the daily balances by the number of days in the billing cycle. Each daily balance of Cash Advances is determined by adding the outstanding unpaid balance of Cash Advances at the beginning of the billing cycle, any new Cash Advances posted to the account, and subtracting any payments as received or credits as posted to the account, but excluding any unpaid finance charges. If the new balance (Cash Advances plus Credit Purchases) shown on Cardholder's periodic statement for a billing cycle is paid in full before the payment due date, no additional finance charges will be imposed.
- (b) **Credit Purchases-Average Daily Balance (Including New Purchases).** Cardholder has a grace period for payment of balance of Credit Purchases. This means if Cardholder pays the entire new balance (Cash Advances plus Credit Purchases) shown on the periodic statement by the due date shown on that statement, the Issuer will not charge a finance charge on the average daily balance of new Credit Purchases. The due date will be 25 days from the closing date of that statement. If the entire new balance shown is not paid within that 25 day period, a finance charge will be imposed on the average daily balance of Credit Purchases (including new Credit Purchases from the date of posting to the account).

The finance charge on Credit Purchases 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 the account, and subtracting any payments as received and credits as posted to the account, but excluding any unpaid finance charges.

7. Monthly Periodic Rate. The Monthly Periodic Rate to be used to compute the finance charge on Credit Purchases and Cash Advances as described above is 0.825%, for our VISA Gold, 1.080% for our VISA Classic, and 1.246% for our VISA Campus Classic, which corresponds to an **ANNUAL PERCENTAGE RATE** of 9.90% for our VISA Gold, 12.96% for our VISA Classic, and 14.96% for our VISA Campus Classic.

8. PENALTY RATE. If a payment is 60 or more days past due, your interest rate will be 19.90% APR for our VISA Gold, 22.96% APR for our VISA Classic, and 24.96% for our VISA Campus Classic for 6 months and will then return to our standard rate at that time.

9. Termination. Issuer may terminate Cardholder's privileges under the Agreement at any time for any reason. Issuer will promptly send a written notice of termination to the address to which it sends the periodic statements. Cardholder may terminate his or her privileges under this Agreement at any time by giving Issuer written notice of termination. Cardholder's termination will be effective only after Issuer has received written notice and Cardholder has returned all cards and checks to Issuer. Cardholder remains liable for all

obligations resulting from use of the card or an authorized user's use of his or her card, even after Issuer receives written notice. Cardholder also remains obligated to pay all amounts owed on the account, including any amounts not yet billed. Each card is the property of Issuer, is not transferable, and must be surrendered upon demand. It can be cancelled as well as repossessed by Issuer or its designee, and the privileges thereof revoked, at any time without prior notice.

10. Credit Limit. Cardholder shall not use card to obtain Credit Purchases or Loans which will increase the account's indebtedness to Issuer to an amount in excess of the limit established by Issuer. The limit established by Issuer is shown on the periodic statement.

11. Refusal to Honor Card. All Credit Purchases and Loans are effected at the option of the Seller and Cash Advancing Institution, respectively, and Issuer shall not be responsible for refusal by any Seller or Cash Advancing Institution to honor the card or any Related Card. Any refund, adjustment, or credit allowed by Seller shall not be by cash, but rather by a credit advance to Issuer which shall be shown as a credit on Cardholder's account statement with Issuer.

12. Attorneys' Fees and Costs. In the event of suit to collect unpaid balances, all costs, including reasonable attorneys' fees, and also those costs, expenses, and attorneys' fees incurred in appellate, bankruptcy, and post judgment proceedings, shall be imposed, except to the extent such costs, fees, or expenses are prohibited by law.

13. Additional Charges. Additional charges may also be assessed if the Cardholder pays the Credit Union with a check not honored by the financial institution it is drawn on, makes delinquent payments, requests a copy of a document, requests a replacement card or used the card at an automatic teller machine, if such charges are not prohibited by law or regulation. All such charges shall be treated as credit purchases for purpose of calculating finance charges unless prohibited by law or regulation. If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

14. Security. If Cardholder has other loans from Issuer, or takes out other loans with Issuer in the future, the collateral securing those loans will also secure Cardholder's obligations under this Agreement. However, unless expressly agreed otherwise, Cardholder's household goods and primary dwelling will not secure Cardholder's obligations under this Agreement even if Issuer has or later acquires a security interest in the household goods or a mortgage on the dwelling.

15. Default. If Cardholder defaults in any payment due, dies, or is declared insolvent, or any attachment or garnishment proceedings are initiated against Cardholder or his property, Issuer may elect to declare all amounts then owed to Issuer to be immediately due and payable without notice or demand of any kind. If Cardholder is in default, Issuer also, at its option at any time, may do one or more of the following:

- Terminate or suspend Cardholder's privileges,
- Refuse to make or authorize any Cash Advances or Credit Card Purchases,
- Refuse to honor and return any checks drawn on Cardholder's account.
- Sue Cardholder or take any other action to collect Cardholder's account,
- Charge Cardholder's account with all reasonable costs incurred in trying to collect any amount owed under this Agreement, including reasonable attorneys' fees and courts costs.

16. Bankruptcy. Cardholder agrees that Cardholder will not use his or her card unless he or she honestly intends to repay Issuer the full amount due under this agreement when it is due, and reasonably believes that Cardholder will be able to do so. Cardholder agrees that Cardholder will not make any further use of his or her card and that he or she will immediately return all cards and special checks Issuer has given Cardholder if a petition for relief under any chapter of the Federal Bankruptcy Code has been filed either by Cardholder or against Cardholder, if Cardholder believes that the filing of such petition is reasonably likely, or Cardholder has requested that an attorney prepare such a petition for Cardholder, even if Cardholder might decide not to file it. The entire unpaid balance that Cardholder owed Issuer under this Agreement will automatically become due and payable immediately without any further act or notice if a petition for relief is filed by or against Cardholder under any chapter of the United States Bankruptcy Code.

17. Change of Terms. Issuer can change any of the terms of this Agreement, including, but not limited to, the maximum periodic rate, at any time. If Issuer does change the terms, Issuer will send a written notice of the change to the address to which Issuer sends Cardholder's statements. The change in terms will not apply to Cardholder if Cardholder cancels the account before the effective date of the change. Issuer can change the terms of the account to reduce the minimum monthly payment or the finance charges on Cardholder's account at any time without giving Cardholder notice. Issuer's rights and responsibilities will not be changed in any way by any oral statement, course of dealing, action or inaction except on express written notice of change.

18. Other Terms. Issuer may, in Issuer's sole discretion, waive any default, defer action on any default, extend the time for payment of any installments, reduce the amount of any installments, or release any Cardholder from liability without relieving any Cardholders from liability under this agreement. Issuer may take any such action without notice. Issuer need not notify Cardholder if Cardholder is in default or if Cardholder's account becomes due and payable immediately. If Cardholder is in default, no partial payment or performance by Cardholder will cure Cardholder's default or restore Cardholder's rights and privileges under this Agreement unless Issuer agrees in writing to restore them. Issuer will continue to have all of its rights under this Agreement, even if Issuer does not fully and promptly enforce and exercise them on all locations.

Issuer will not, under any circumstances, be liable for damages resulting from any failure by anyone to honor a card and extend credit or provide a Cardholder service. In any event, Issuer's liability to Cardholder for damages resulting from any use or attempted use of Cardholder's card or Cardholder's services shall be limited to refund of Cardholder's annual membership fee.

If any provision of this Agreement violates any law, the remaining provisions of this Agreement will remain in effect. Cardholder's account is governed by Michigan Law. If Cardholder is in default, Issuer may sue him or her in Grand Traverse County, Michigan, or in any court which has jurisdiction over the lawsuit.

19. Liability for Unauthorized Use. Cardholder will not be liable for the unauthorized use of the credit card, provided Cardholder notifies Issuer, orally or in writing, of the loss, theft, or misappropriation of the card at:

FIS
P.O. Box 30945
Tampa, Florida 33630
Disputes: (800) 600-5249 Fraud: (800) 854-1557

and provided further that Cardholder has not been grossly negligent or fraudulent in the handling of the cards. In any case, Cardholder's liability for unauthorized use of the card will not exceed \$50.

If Cardholder has a consumer account or a business account for which less than ten cards have been issued, Cardholder's liability for unauthorized use of a card will not exceed \$50. If ten or more cards are issued for use by employees of a single business or other organization, there is no limited Cardholder's liability for any unauthorized use that occurs before Cardholder notifies Issuer as provided herein: the business or organization may only impose liability on its employees for unauthorized use of a card as authorized by Federal Law and Regulations.

20. Permission to Monitor Telephone Calls. Cardholder agrees that Issuer, its agents, or service companies may monitor and/or record any telephone communications with Cardholder.

21. Arbitration Provision. Any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether pre-existing, present, or future, and including statutory, common law, intentional tort, and equitable claims) arising from or relating to any transaction you have ever entered into with us pursuant to this Agreement or pursuant to any past agreement between you and us or your application for such transactions or our advertisements, promotion, or oral or written statements relating to such transactions or the relationships which result from such transactions (including, to the full extent permitted by applicable law, relationships with third-parties who are not signatories to such agreements or this Arbitration Provision) or the validity, enforceability, or scope of this Arbitration Provision, this Agreement, or any past agreements (collectively "Claim") shall be resolved, upon the election of you or us or said third-parties, by binding arbitration pursuant to this Arbitration Provision. Notwithstanding the preceding sentence, you will have the right to seek relief in a small claims court for a Claim within the scope of the small claims court's jurisdiction; provided, however, that Claims involving a putative class or alleged monetary damages exceeding the jurisdiction of a small claims court shall be subject to binding arbitration pursuant to this Arbitration Provision. A party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim subsequently asserted in that lawsuit by any other party or parties. If arbitration is chosen by any person entitled to elect to arbitrate a Claim, then arbitration of all Claims shall be mandatory and will be conducted with the AAA pursuant to the AAA's Consumer Arbitration Rules; provided, however, that if for any reason the AAA is unable or unwilling or ceases to serve as arbitration administrator, an equivalent national arbitration organization utilizing a similar code of procedure will be substituted by us. **There shall be no authority for any Claims to be arbitrated on a class action basis. Further, an arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims.** Any participatory hearing that you attend will take place in the federal judicial district of your residence. We will pay the AAA's filing fee, other AAA fees, and the arbitrators' compensation for any Claim which you may file against us. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorneys', experts',

and witnesses' fees, regardless of which party prevails in the arbitration. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA", 9 U.S.C. Sections 1-16). The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized by law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This Arbitration Provision shall survive satisfaction of your contractual obligations and termination of this Agreement or any past agreement you have entered into with us. If this Agreement or any past agreement between you and us or any portion of such agreements is deemed invalid or unenforceable on the basis that such agreements violate applicable usury law or for any other reason, it shall not invalidate this Arbitration Provision; in such instance, the parties expressly acknowledge and agree that this Arbitration Provision shall survive the deemed nullity of such agreements and shall be severed from such agreements (or the invalid or unenforceable portion of such agreements). Similarly, if any portion of this Arbitration Provision is deemed invalid or unenforceable under the FAA, it should not invalidate the remaining portions of this Arbitration Provision.

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 Error 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

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 are still obligated to pay the 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 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 have 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 10 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 can't 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.