



Community Financial
CREDIT UNION

PO Box 1217
Springfield MO 65801-1217
(417) 862-0471

PREFERRED MEMBER VISA® CREDIT CARD AGREEMENT

NOTICE: See reverse side for important information regarding your rights to dispute billing errors.

In this Agreement the words you and your mean each and all of those who apply for the card or who sign the Application. Card means the VISA Credit Card and any duplicates and renewals we issue. Account means your VISA Credit Card Line-of-Credit account with us. We, us and ours means Community Financial Credit Union.

1. Responsibility. 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, but 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 dissolution of marriage 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. Lost Card Notification. If you believe the Card has been lost or stolen, you will immediately call the Credit Union at 417-862-0471 or 888-430-7199 during regular business hours or 1-800-682-6075 after hours.

3. Liability for Unauthorized Use. You agree to notify us immediately, orally or in writing at PO Box 1217, Springfield MO 65801-1217, (417) 862-0471 or (888) 430-7199, 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. In any case your liability will not exceed \$50 for unauthorized cash advances at ATMs. You will have no liability for unauthorized purchases made with your credit card.

4. Credit Line. 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 which must be approved by our credit committee or loan officer. By giving you written notice our credit committee may reduce 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 creditworthiness. 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.

5. 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.

6. Payment Period. You will receive monthly billing statements 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 follows:

<u>If Your New Balance Is:</u>	<u>Your Minimum Periodic Payment Is</u>
\$25 or less	The amount of your New Balance
Over \$25	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 \$25 whichever is greater.

Payments made to your account will be applied in the following order: Fees and Finance Charges; 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.

7. Periodic Finance Charge. Your account will be subject to the Monthly Periodic FINANCE CHARGE Rate of 1.158333% and corresponding ANNUAL PERCENTAGE RATE of 13.9%.

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 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.

We figure the finance charge on your account by applying the periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance" we take the beginning balance of your account each day, add any new purchases and advances, and subtract any payments or credits, and unpaid finance charges. This gives us the daily balance. Then we add up all 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."

8. Default. You will be in default if you fail to make any required Minimum Payment 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 this Agreement. 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. Other Charges. You agree to pay a late charge equal to the greater of 5% of the minimum periodic payment or \$15, but in no event less than \$1.00 for each periodic payment in default 15 days or more. However, this late charge will only be applied once to each periodic payment however long it remains in default. 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 \$15.00. In the event you request a replacement card, you agree to pay a fee of \$5 for each card. In the event you request a replacement of your Personal Identification Number (PIN) you agree to pay a charge of \$2. You agree to pay a cash advance fee in an amount equal to 2% (FINANCE CHARGE) of the cash advance. The fees under this agreement are governed by §408.145 RSMo.

10. Using the Card. 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 VISA plan merchant, to us or to 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 VISA system. The monthly statement 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 to the extent permitted by law. The credit union may make a reasonable charge for photocopies of any documents you request. However, the documentation charge will not be imposed if your request is in connection with a written notice of a billing error.

11. Returns and Adjustments. Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1 or more, refund it on your written request or automatically after 6 months.

12. Foreign Transactions. Purchases and cash withdrawals made in foreign currencies will be debited from your account 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 USA, Inc. 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 withdrawals 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.

13. 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.

14. Use of Convenience Checks. Convenience Checks are another way to access your revolving credit card account. The 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 13-"Plan Merchant Disputes" when you use Convenience Checks instead of your VISA Card. This means that, unlike transactions entered into using your credit card, you are not entitled to withhold payment as to any amount you dispute because you claim the goods or services purchased with your Convenience Checks were defective. However, if you do so, we may pursue our normal collection 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 the Check unpaid without any 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 Check does not bear an authorized Signer's signature on file with us.

-Your account is in default as defined in section 8 of your agreement with us. You may not use one of your Convenience Checks to pay on any outstanding payment or 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 check. 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 a check will be indicated by the description "Check #", "Merchant Name." We do not certify Convenience Checks. Merchandise purchases made with your Convenience Checks are not subject to a grace period; interest begins to accrue as of the day the Convenience Check is posted. Convenience Checks are processed as a cash advance and are subject to applicable cash advance fees. 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.

15. Delayed Enforcement. Our failure to exercise any of our rights when your 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.

16. 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 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. Cancellation 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.

17. Authorization. Purchases and Cash Advances above certain amounts require our approval. Our prior approval may be required in other circumstances as well. These approvals are called "Authorizations". We may limit the number of authorizations we will give your Account in one day. In the event our Authorization 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 cases.

18. Illegal Use of Card or Account. The use of your Card or Account for an illegal transaction or an illegal purpose is strictly prohibited. If you use your Card or Account for an illegal transaction or an illegal purpose, then:

1) you will be in default and subject to the terms of Paragraph 8 - Default; 2) at our discretion and at any time thereafter, we can suspend or terminate your Account and/or revoke your Card, subject to the terms of Paragraph 16-Cancellation; and, 3) you waive your right to bring any legal action against us arising out of or relating to such illegal use or any activity directly or indirectly related to such use. You hereby agree to indemnify and hold us harmless from any suits or other legal action, or any other liability, directly or indirectly arising out of or resulting from such illegal use, including, where permitted by law, court costs and reasonable attorney's fees.

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 will have such right with respect to all telephone conversations between you and/or our employees or agents whether initiated by you or any of our employees and/or agents.

20. Effect of Agreement. This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, 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. 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.

21. 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.

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 appears. 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 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 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 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.

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.

LOST OR STOLEN CARDS...
Call Community Financial Credit Union
417-862-0471 or 1-888-430-7199
1-800-682-6075 after hours.