



VISA Platinum Preferred Credit Card Agreement & Truth-In-Lending Disclosure

This agreement and disclosure is designed to define the guidelines concerning your account(s).

<b>Interest Rates and Interest Charges</b>	
Annual Percentage Rate (APR) for Purchases, Balance Transfers, & Cash Advances	<b>11.9%</b>
Penalty APR & When It Applies	<b>NONE</b>
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay the entire balance by the due date each month.
Minimum Interest Charge	NONE
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a>

<b>Fees</b>	
Annual Fee	<b>\$19.00</b>
Transaction Fees <ul style="list-style-type: none"> <li>• Balance Transfer</li> <li>• Cash Advance</li> <li>• Foreign Transactions</li> </ul>	<b>NONE</b> <b>NONE</b> <b>1% of transaction</b>
Penalty Fees <ul style="list-style-type: none"> <li>• Over-the-Credit Limit</li> <li>• Returned Payment</li> <li>• Late Payment</li> </ul>	<b>NONE</b> up to <b>\$10.00</b> up to <b>\$10.00</b>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).”

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

**Important Information:** You must qualify for membership with First Community Credit Union. If you do qualify for membership, you will be required to open a share (savings) account and deposit \$1.00 to become a member before obtaining any of our services/products.

The information above is accurate as of 9/30/2011 and may have changed after that date. To find out what may have changed, write us at P.O. Box 1030, Chesterfield, MO 63006-1030. Or, call us at 636-728-3330 or 1-800-905-7585.

In this Agreement, the words “you and your” represent each and all of those who apply for the card or who receive and use the card. “Card” means the VISA Platinum Preferred credit card and any duplicates and renewals we issue. “Account” means your VISA credit card account with us. “We, us and ours” represent First Community Credit Union. This Agreement and all transactions hereunder will be governed by the laws of the State of Missouri and applicable federal law.

**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 or receive 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.

**RESPONSIBILITY**

If we issue you a Card, you agree to repay all debts and the INTEREST CHARGE arising from the use of the card and Account. For example, you are responsible for charges made by yourself, your spouse, your minor children and anyone else to whom you give the card or card number, 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 other court judgment in 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; 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.

#### INTEREST CHARGE

You can avoid the INTEREST CHARGE on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date, which is your payment due date. Otherwise, the New Balance of Purchases, and subsequent purchases from the date they are posted to your Account, will be subject to an INTEREST CHARGE. Cash advances, which include balance transfers, are always subject to an INTEREST CHARGE from the date they are posted to your Account. INTEREST CHARGES are calculated at the periodic rate of .9917% per month (ANNUAL PERCENTAGE RATE OF 11.9%) on the average daily principal balances of purchases and cash advances. We figure the INTEREST CHARGE on your Account by applying the monthly 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 or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid interest 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".

#### MONTHLY STATEMENTS AND PAYMENTS

Each month if you have a balance or activity on your Account, we will send you a statement showing 1) your Previous Balances of purchases and cash advances, 2) the current transactions (new purchases and cash advances) on your Account, 3) the remaining credit available under your Credit Line, 4) the New Balances of purchases and cash advances, 5) the Total New Balance, 6) the INTEREST CHARGE due to date, and 7) the Minimum Payment required. Every month you must at least pay the Minimum Payment required within 25 days of your statement closing date as shown on your monthly statement, which is your payment due date. You may pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and reduce the INTEREST CHARGE by doing so. The Minimum Payment will either be 1) 2% of your Total New Balance or \$10.00, whichever is greater, or 2) your Total New Balance, if it is less than \$10.00, plus 3) any portion of the Minimum Payment(s) shown on prior statements which remains unpaid. In addition, at any time your total New Balance exceeds your Credit Limit, you must immediately pay the excess upon our demand. You will be responsible for all matters shown on each monthly statement unless you notify us in writing of any dispute within 60 days after the statement date in the manner required by the notice "Your Billing Rights".

Payments can be mailed to:

First Community CU  
P.O. Box 4519  
Carol Stream, IL 60197-4519

#### DEFAULT

You will be in default if you fail to make any Minimum Payment within 25 days after the monthly statement closing date, which is your payment due date. You will be charged a late fee if a payment is not received within 15 days of the payment due date. You will also be in default if 1) your ability to repay us is materially reduced by a change in your employment or an increase in your obligations, 2) there are bankruptcy or insolvency proceedings involving you, 3) you die, 4) you make a misrepresentation in connection with your Account, 5) you default on any obligation to us, under this Agreement or otherwise, 6) you exceed your Line-of-Credit. We have the right to demand immediate payment of your full Account balance if you are in default. You specifically authorize us to deduct all or any part of the amount in default from any deposit account in which you have an ownership interest, unless prohibited by applicable law. If permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorneys' fees. (Iowa residents are not responsible for any attorney fees in the event your account is referred for collection to an attorney.)

#### LATE AND RETURNED PAYMENT CHARGES

You agree to pay a late charge equal to the lesser of 5% of the minimum periodic payment or \$10.00, but in no event less than \$1.00, for each periodic payment in default over 15 days. However, this late charge will only be applied once to each periodic payment however long it remains in default. If the payment instrument you send us as payment is dishonored for any reason, you will be charged up to \$10.00 per each such instrument, unless you have stopped payment pursuant to Iowa Code 554.4403. The returned payment fee will not exceed the total minimum payment that was due.

#### ANNUAL FEE

A \$19.00 annual fee will be charged to your VISA Platinum Preferred account on the date your VISA Platinum Preferred is opened and each yearly anniversary date thereafter.

#### LOST CARD NOTIFICATION

If you believe the card has been lost or stolen, you will immediately call the Credit Union at (636)728-3360 or 1-800-610-0791. After hours and holidays, please call 1-800-991-4961.

#### LIABILITY FOR UNAUTHORIZED USE

As a VISA cardholder you are not liable in the event of an unauthorized use of your card. This coverage extends to purchases made in a store, over the telephone, or online. Zero liability is provided if you have not engaged in fraud or gross negligence. VISA's zero liability policy does not apply if a PIN is used as the cardholder verification method for the unauthorized transaction(s). In any case, your liability will not exceed \$50.00.

#### CREDIT LINE

If we approve your application, we will establish a 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 Line-of-Credit by the amount of payment which is applied to the principal. You may request an increase in your credit line by written application to us, which must be approved by our credit committee or loan officer. By giving you written notice, we may reduce your credit line at any time. We may also, with good cause, revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse re-evaluation 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 us 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. "Credit Line" and "Line-of-Credit" may also be called Credit Limit in this Agreement and in your monthly statement.

#### 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 reporting agencies and other creditors who ask us about your credit standing, to the extent authorized in our by-laws.

#### USING THE CARD

You may use the card issued to you to make purchases in person, by mail, by telephone, or by Internet from merchants and others who accept VISA credit cards. In addition, you may obtain cash advances from financial institutions participating in the VISA program and from ATMs (automated teller machines) that participate in the ATM VISA program. You will need to use your PERSONAL IDENTIFICATION NUMBER (PIN) in conjunction with your card to obtain a cash advance from an ATM. Cash advances from ATMs may not exceed a total of \$1,005 per day. Any transaction which would cause the daily limit to be exceeded may be refused. You may advance your Credit Line through the use of convenience checks. Convenience checks are drafts that cardholders write against their VISA line-of-credit. This transaction will post as a cash advance. Convenience checks are not guaranteed and are not endorsed or supported by VISA. If checks are lost or stolen, contact your Credit Union immediately. We cannot issue a stop payment on checks that have been written. Sales, cash advance, credit or other slips cannot be returned with your monthly 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. You agree that all transactions that you initiate by use of your VISA Credit Card Account are legal in the jurisdiction where you live and/or where the transaction occurred. You agree to repay according to the terms of this Agreement all transactions you initiate by use of your Credit Card Account whether deemed legal or illegal.

#### RETURNS AND ADJUSTMENTS

Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by issuing a credit slip which will be posted to your Account. If your credits and payments exceed what you owe us, we will apply this credit balance against future purchases and cash advances to your Account. If this credit balance is \$1.00 or more, we will refund it per your written request. A credit balance will automatically be refunded to your share account after 6 months.

#### FOREIGN TRANSACTIONS

If you use your card for transactions in a currency other than U.S. dollars, the transactions will be converted to 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 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 a 1% International Transaction Fee. The currency conversion 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. If a credit is subsequently given in currency other than U.S. dollars and has a different processing date, then the exchange rate of the credit can be greater/less than that of the original transaction. You agree to accept the converted amount in U.S. dollars. Foreign transactions include any transaction where the merchant country is different than the country of the card issuer, irregardless of whether currency conversion is performed.

#### ILLEGAL USE OF CARD OR ACCOUNT

The use of your card or account for an illegal transaction or purpose is strictly prohibited. If you use your card or account for an illegal transaction or purpose, then (a) you will be in default and subject to terms of default, and (b) 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 cancellation and (c) 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 illegal use, including, where permitted by law, court costs and reasonable attorney's fees. Cardholder agrees not to use Card to purchase or engage in unlawful online (Internet) gambling transactions and agrees that First Community Credit Union shall have the right to block and refuse to authorize any such transactions.

## SECURITY INTEREST

To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we have the right to recover any of these goods which have not been paid for through our application of your payments in the manner described under "Monthly Statements and Payments." With respect to this account only, we will not assert any statutory rights we may have if you are in default to prevent withdrawal of your unpledged credit union shares (deposits). Notwithstanding this, you have given us a specific pledge of your Credit Union share as a condition of this account by signing the Pledge of Shares as set forth in the application, or otherwise. Upon default, you authorized us to apply these shares to any amount due on the account or under this agreement. In addition, if you have granted us a security interest in property to secure other debts, this account will be secured by the property described in those other security agreements, except any dwelling.

## 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 1) your purchase was made in response to an advertisement we sent or participated in sending you; or 2) your purchase cost more than \$50.00 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes must be resolved by you directly with the plan merchant.

## CHANGE OF PERSONAL INFORMATION

You agree to notify us in writing immediately of any change in name, address, or telephone numbers. We may request additional information to verify the changes.

## COPY RECEIVED

You acknowledge receipt of a copy of this Agreement.

## **Your Billing Rights: Keep this Document for Future Use**

**This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.**

## **What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at:

First Community Credit Union  
Attn: Credit Card Services  
P.O. Box 1030  
Chesterfield, MO 63006-1030

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

## **What Will Happen After We Receive Your Letter**

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

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of the balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your bill is correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

First Community Credit Union  
Attn: Credit Card Services  
P.O. Box 1030  
Chesterfield, MO 63006-1030

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.