

The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the monthly periodic rate to the average daily balance of purchases. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day and subtract any payments and/or credits that we apply to the purchase balance. (We do not add in any purchases posted during the billing cycle.) This gives us the daily balance of purchases. Then, we add all the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases. Balance transfers are calculated in the same manner as purchases.

For cash advances, the finance charge is computed by applying the monthly periodic rate to the average daily balance of cash advances. To get the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. Then, we add all the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances.

For the Standard MasterCard, the monthly periodic rate for purchases and balance transfers is 1.075% which is an ANNUAL PERCENTAGE RATE of 12.90%. The monthly periodic rate for cash advances is 1.492% which is an ANNUAL PERCENTAGE RATE of 17.90%.

For the Visa Classic card, the monthly periodic rate for purchases and balance transfers is 1.158% which is an ANNUAL PERCENTAGE RATE of 13.90%. The monthly periodic rate for cash advances is 1.492% which is an ANNUAL PERCENTAGE RATE of 17.90%.

For the Visa Secured card, the monthly periodic rate for purchases and balance transfers is 1.325% which is an ANNUAL PERCENTAGE RATE of 15.90%. The monthly periodic rate for cash advances is 1.492% which is an ANNUAL PERCENTAGE RATE of 17.90%.

For the Visa Gold card, the monthly periodic rate for purchases and balance transfers is 0.908% which is an ANNUAL PERCENTAGE RATE of 10.90%. The monthly periodic rate for cash advances is 1.325% which is an ANNUAL PERCENTAGE RATE of 15.90%.

For the Visa Platinum card, the monthly periodic rate for purchases and balance transfers is 0.658% which is an ANNUAL PERCENTAGE RATE of 7.90%. The monthly periodic rate for cash advances is 1.325% which is an ANNUAL PERCENTAGE RATE of 15.90%.

The minimum finance charge is \$0.50.

5. OTHER CHARGES — The following other charges (fees) will be added to your account, as applicable:

a. Annual Fee MasterCard. You will be charged an annual fee of \$12.00 on the first statement you receive after your account is opened. Each year following, the annual fee will be added to your account during the same month that you were first charged the fee. The fee will be charged each year until your account is closed.

b. Late Payment Fee MasterCard/Classic/Secured. If you are ten (10) or more days late in making a payment, a late charge of \$20.00 will be added to your account.

c. Late Payment Fee Platinum/Gold. If you are ten (10) or more days late in making a payment, a late charge of \$25.00 will be added to your account.

d. Return Check Fee. If a check or share draft used to make a payment on your account is returned unpaid, you will be charged a fee of \$25.00 for each item returned.

e. Collection Costs. You agree to pay all costs of collecting the amount you owe under this agreement, including court costs and reasonable attorney's fees.

6. PAYMENTS — Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than twenty-five (25) days from the statement closing date whichever is later. If your statement says the payment is "Now Due," your payment is due no later than twenty-five (25) days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the total new balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your account has a balance (other than a credit balance). The minimum payment is 1/48th of your total new balance, or \$10.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. The credit union also has the right to demand immediate payment of any amount by which you are over your credit limit.

7. PAYMENT ALLOCATION — Subject to applicable law, your payments may be applied to what you owe the credit union in any manner the credit union chooses.

8. SECURITY INTEREST — If you give the credit union a specific pledge of shares by signing a separate pledge of shares, your pledged shares will secure your account. You may not withdraw amounts that have been specifically pledged to secure your account until the credit union agrees to release all or part of the pledged amount. In addition, your credit is secured by all other shares you have in any individual or joint account with the credit union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. You authorize the credit union to apply the balance in your individual or joint share accounts to pay any amounts due on your account if you should default. Collateral securing other loans you have with the credit union may also secure this loan, except that a dwelling will never be considered as security for this account, notwithstanding anything to the contrary in any other agreement.

9. DEFAULT — You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that the credit union believes may substantially reduce your ability to repay what you owe.

When you are in default, the credit union has the right to demand immediate payment of your full account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your account may be applied towards what you owe.

10. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION —

- **Visa.** 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 at PSCU Customer Service, PO Box 31112, Tampa FL 33631-3112 in writing or telephone us at (800) 449-7728 twenty-four (24) hours a day, seven (7) days a week, of the loss, theft, or possible unauthorized use. However, if you exercise reasonable care in safeguarding your card from risk of loss or theft, have not reported two or more incidents of unauthorized use in the last twelve (12) months, and if your account is in good standing, you will not be liable for any unauthorized purchase transactions. In any case, your liability will not exceed \$50.

- **MasterCard.** 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 at PSCU Customer Service, PO Box 31112, Tampa FL 33631-3112 in writing or telephone us at (800) 449-7728 twenty-four (24) hours a day, seven (7) days a week, of the loss, theft, or possible unauthorized use. However, if you exercise reasonable care in safeguarding your card from risk of loss or theft, have not reported two or more incidents of unauthorized use in the last twelve (12) months, and if your account is in good standing, you will not be liable for any unauthorized purchase transactions. In any case, your liability will not exceed \$50.

11. CHANGING OR TERMINATING YOUR ACCOUNT — The credit union may change the terms of this agreement from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law and specified in the notice to you, the change will apply to your existing account balance as well as to future transactions.

Either you or the credit union may terminate this agreement at any time, but termination by you or the credit union will not affect your obligation to pay the account balance plus any finance and other charges you owe under this agreement. You are also responsible for all transactions made to your account after termination, unless the transactions were unauthorized.

The card or cards you receive remain the property of the credit union and you must recover and surrender to the credit union all cards upon request or upon termination of this agreement whether by you or the credit union. The credit union has the right to require you to pay your full account balance at any time after your account is terminated, whether it is terminated by you or the credit union. If this is a joint account, Section 17 of this agreement also applies to termination of the account.

12. CREDIT REVIEW AND RELEASE OF INFORMATION — You authorize the credit union to investigate your credit standing when opening or reviewing your account. You authorize the credit union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).

13. RETURNS AND ADJUSTMENTS — Merchants and others who honor your card may give credit for returns or adjustments, and they will do so by sending the credit union a credit slip which will be posted to your account. If your credits and payments exceed what you owe the credit union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six (6) months.

14. ADDITIONAL BENEFITS/CARD ENHANCEMENTS — The credit union may from time to time offer additional services to your account, such as travel accident insurance, at no additional cost to you. You understand that the credit union is not obligated to offer such services and may withdraw or change them at any time.

15. FOREIGN TRANSACTIONS —

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

A fee of up to 1% will be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded.

- **Visa.** Purchases and cash advances 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 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 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

16. MERCHANT DISPUTES — The credit union is not responsible for the refusal of any merchant or financial institution to honor your card. The credit union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the credit union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within one hundred (100) miles of your home.

17. JOINT ACCOUNTS — If this is a joint account, each person on the account must sign the agreement (by signing on the application). Each of you will be individually and jointly responsible for paying all amounts owed under this agreement. This means that the credit union can require any one of you individually to repay the entire amount owed under this agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the account and the termination will be effective as to all of you.

18. EFFECT 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 or receive may contain different terms.

19. NO WAIVER — The credit union can delay enforcing any of its rights any number of times without losing them.

20. STATEMENTS AND NOTICES — Statements and notices will be mailed to you at the most recent address you have given the credit union. Notice sent to any one of you will be considered notice to all.

21. FINAL EXPRESSION — This agreement is the final expression of the terms and conditions of this Visa/MasterCard line of credit between you and the credit union. This written agreement may not be contradicted by evidence of any alleged oral agreement.

22. COPY RECEIVED — You acknowledge that you have received a copy of this agreement.

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 sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us at (800) 654-7728, but doing so will not preserve your rights. Any questions about your billing Rights or bill should be sent to:

Customer Service Department
P.O. Box 31112
Tampa, FL 33631-3112

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 (3) 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 thirty (30) days, unless we have corrected the error by then. Within ninety (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 (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 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 (2) limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within one hundred (100) miles of your current mailing address; and
- 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.

NEW YORK RESIDENTS —

To obtain a comparative listing of credit card rates, fees, and grace periods, please call the New York State Banking Department at (800) 518-8866.

CASH BACK REBATE PROGRAM

VISA GOLD —

Cash Back Rebate Program. You will earn 0.75% for each dollar in net purchases or balance transfer up to a maximum of \$150 per year. No cash back rebate will be earned for cash advances or convenience checks. You will earn a cash back rebate if you remain a cardholder

in good standing and your account is maintained according to the terms of your contract. If you are delinquent or over-the-limit, you will not earn a cash back rebate and AmeriCU has the option to withdraw any accrued rebate already earned. The Cash Back Rebate will begin to accrue again once the account is no longer delinquent or over-the-limit. You may not earn rebates on past net purchases/balance transfers if your account was delinquent and/or over-the-limit at the time purchases were made. Rebates are nontransferable and are forfeited in the event the account is closed. Rebates earned from other bonus programs you may have enrolled in at another institution cannot be combined with rebates earned from this program.

Cash Back Redemption. On your anniversary date, or the date of your credit card account was opened, the Cash Back accumulated for the past year will be automatically credited to your Visa Gold Credit Card account. You may not carry the accumulated cash back rebate forward to the upcoming year.

C/U REWARDS PROGRAM

VISA GOLD AND VISA PLATINUM —

C/U Rewards. You will earn one point for each dollar in net purchases or balance transfers. No points will be earned for cash advances or convenience checks. You will earn points if you remain a cardholder in good standing and your account is maintained according to the terms of the account. If your account is delinquent or over-the-limit, you will not accrue points, and we have the option to withdraw points previously earned. Points will begin accruing again once the account is no longer delinquent or over-the-limit. You may not earn points on past net purchases/balance transfers if your account was delinquent and/or over-the-limit at the time purchases were made. Points are non-transferable and are forfeited in the event the account is closed. Points earned from other bonus programs you may have enrolled in at another institution cannot be combined with points earned from this program.

C/U Rewards Points. C/U Rewards Points will accrue over five (5) calendar years, and will expire on the first-in, first-out basis annually (i.e. points earned in calendar year one will expire on the last business day of calendar year five). Bonus points earned for C/U Rewards may not be exchanged for cash or credit, may not be used with any other offer, promotion, or discount, cannot be combined with cash to obtain a gift/travel award and cannot be earned from or transferred to any other charge or credit account.

Redemption of C/U Rewards Points. Cardholders enrolled in the CURewards Program will have the opportunity to redeem points for merchandise and travel awards. Cardholders will periodically receive a Program Guide listing program rules, points levels for merchandise and travel awards redemptions, and redemption information. Cardholders may also contact the credit union or refer to www.curewards.com for a complete list of program rules.

Disclosure of Points. Your periodic billing statement will normally include the number of bonus points or rebates earned, subject to adjustment as provided for in these rules. Bonus points or rebates will be deducted from your current total of bonus points or rebates earned for corresponding retail purchases returned posted to your credit card account. Your credit card account may be charged for the difference in the event you have already redeemed unearned bonus points or rebates.

Errors. Despite AmeriCU's best efforts to ensure accuracy, printing errors occasionally occur. We reserve the right to correct such errors at any time, even if it affects an existing order.

OTHER DISCLOSURES —

AmeriCU may, from time to time, find it necessary to change the program rules, regulations, benefits, conditions of participation, rebate or point levels, in whole or in part, with or without notice. Changes may affect the points or rebates already accumulated. AmeriCU reserves the right to terminate the program for any or all of its credit card programs at any time. You agree to hold any vendor associated with the program, as well as any credit card association AmeriCU is a member of, totally harmless if AmeriCU fails to meet its contractual and other obligations with PSCU, which results in the program being interrupted or terminated prior to providing you the opportunity to redeem points or receive the gift/travel award. Also, you agree to hold PSCU-FS harmless, if a vendor files for bankruptcy or otherwise goes out of business, after points are redeemed for a gift/travel award from the vendor, but before you are able to receive the award.

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29311

FDR#



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Rome, NY 13440
(315) 356-3000



VISA/MASTERCARD CREDIT CARD AGREEMENT

In this agreement the words "you" and "your" mean each and all of those who agree to be bound by this agreement; "card" means the MasterCard/VISA credit card and any duplicates, renewals, or substitutions the credit union issues to you; "account" means your MasterCard/VISA credit card line of credit account with the credit union, and "credit union" means the credit union whose name appears on this agreement or anyone to whom the credit union transfers this agreement.

1. USING YOUR ACCOUNT — If you are approved for an account, the credit union will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") which you will have outstanding on your account at any time. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to the credit union. The credit union has the right to reduce your credit limit, refuse to make an advance and/or terminate your account at any time for any reason not prohibited by law.

2. USING YOUR CARD — You understand that the use of your credit card will constitute acknowledgement of receipt and agreement to the terms of the credit card agreement. You may use your card to make purchases from merchants and others who accept MasterCard/Visa. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. In addition, you may obtain cash advances from the credit union and from other financial institutions that accept MasterCard/Visa, and from some automated teller machines (ATMs). (Not all ATMs accept MasterCard/Visa.) To obtain cash advances from an ATM, you must use the personal identification number (PIN) issued to you for use with your card. You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law.

3. RESPONSIBILITY — You agree to pay all charges (purchases and cash advances) made to your account by you or anyone you authorize to use your account. You also agree to pay all finance charges and other charges added to your account under the terms of this agreement or another agreement you made with the credit union. If this is a joint account, Section 17 also applies to your account.

4. FINANCE CHARGES — New purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle. Finance charge begins to accrue on those purchases from the first day of the next billing cycle, unless you paid the entire new balance on the previous cycle's billing statement by the payment due date of that statement. To avoid an additional finance charge on the balance of purchases, you must pay the entire new balance on the billing statement by the payment due date of that statement. A finance charge begins to accrue on cash advances from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later.