

**American 1 Credit Union**

718 E. Michigan Avenue  
Jackson, Michigan 49201  
(888) 213-2848

**VISA CREDIT CARD AGREEMENT ADDENDUM TO  
SINGLE SIGNATURE LENDING PLAN**

BORROWER 1 NAME	ACCOUNT NUMBER
BORROWER 2 NAME	DATE

Thank you for opening a Visa Credit Card sub-account under your Single Signature Lending Plan ("Plan"). This Visa Credit Card Agreement is an addendum to your Plan and is hereby incorporated into and becomes a part of your Plan. Purchases or transactions made on your Card will be subject to the terms of your Plan, this agreement, and your Truth in Lending Disclosure. Please keep this agreement and your Truth in Lending Disclosure with your Plan

**VISA CREDIT CARD AGREEMENT**

IN THIS AGREEMENT THE WORDS "I," "ME," "MY," AND "US" MEAN EACH AND ALL OF THOSE WHO APPLY FOR OR USE THE CARD. "CARD" MEANS THE VISA CREDIT CARD AND ANY DUPLICATES AND RENEWALS WE ISSUE. EVERYONE WHO RECEIVES, SIGNS OR USES A CARD ISSUED UNDER THIS AGREEMENT MUST BE A MEMBER OF THIS CREDIT UNION AND A BORROWER ON THE PLAN. BY SIGNING OR USING THE CARD, I AGREE TO THE TERMS OF THIS AGREEMENT AND PROMISE TO PAY ALL AMOUNTS DUE. "ACCOUNT" MEANS MY VISA CREDIT CARD LINE OF CREDIT SUB-ACCOUNT WITH YOU. "YOU", "YOUR" AND "YOURS" MEANS THIS CREDIT UNION.

**1. THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF CREDIT UNDER THIS AGREEMENT.**

**I SPECIFICALLY GRANT YOU A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS I HAVE WITH YOU NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENDED UNDER THIS AGREEMENT. I ALSO AGREE THAT YOU HAVE SIMILAR STATUTORY LIEN RIGHTS UNDER STATE AND/OR FEDERAL LAW. IF I AM IN DEFAULT, YOU CAN APPLY MY SHARES TO THE AMOUNT I OWE.**

Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given are not subject to this security interest.

If I have other loans with you, collateral securing such loans will also secure my obligations under this Agreement, unless that other collateral is my principal residence or non-purchase money household goods

**2. Using My Card.** I may use my Card to make purchases from merchants and others who accept VISA Cards. However, I may not use my Card to initiate any type of gambling or wagering transactions that are in violation of applicable law. If I wish to pay for goods or services over the Internet, I may be required to provide card number security information before I will be permitted to complete the transaction. In addition, I may obtain cash advances from the Credit Union and from other financial institutions that accept VISA Cards, and from some automated teller machines (ATMs). (Not all ATMs accept VISA Cards.) To obtain cash advances from an ATM, I must use the Personal Identification Number (PIN) that is issued to me for use with my Card. I agree that I will not use my Card for any transaction that is illegal under applicable federal, state or local law. If use of my PIN constitutes an Electronic Funds Transfer, the terms and conditions of my EFT Agreement may also effect my rights.

**3. Responsibility.** I agree to pay all charges (purchases and cash advances) to my Account that are made by me or anyone whom I authorize to use my Account. I also agree to pay all interest charges and other charges added to my Account under the terms of this Agreement or another agreement I made with the Credit Union. If this is a joint Account, Section 14 below also applies to my Account.

**4. Interest Charges.** I agree to pay interest at the rate(s) disclosed to me at the time I open my account and as may be changed from time to time in accordance with applicable law. The balances subject to the periodic Interest Charge are the average daily transactions balances outstanding during the month (new and previous). To get the average daily balance, you take the beginning balance of my Account each day, add any new purchases, cash advances, insurance premiums, debit adjustments or other charges and subtract any payments, credits and unpaid Interest Charges. This gives you the daily balance. Then, you add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Interest Charge for a billing cycle is computed by

multiplying the average daily balance subject to a Interest Charge by the Daily Periodic Rate times the number of days in the billing cycles.

I can avoid Interest Charges on purchases by paying the full amount of the entire balance owed each month within 25 days of my statement closing date. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to my Account, will be subject to a Interest Charge. Cash advances and balance transfers are always subject to a Interest Charge from the later of the date they are posted to my Account or from the first day of the billing cycle in which the cash advance or balance transfer is posted to my Account.

**5. Other Charges.** I promise to pay all fees disclosed to me on the Truth-in-Lending Statement, such as late payment fees, over-the-credit-limit fees, and other fees.

**6. Payments.** Each month I must pay at least the minimum payment shown on my statement by the due date specified on the statement. If my statement says the payment is "Now Due," my payment is due no later than twenty-five (25) days from the statement closing date or 21 days from the date you mail or deliver the statement, whichever is later. I may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If I make extra or larger payments, I am still required to make at least the minimum payment each month my Account has a balance (other than a credit balance). The minimum payment is 3% of my Total New Balance, or \$20.00, whichever is greater, plus the amount of any prior minimum payments that I have not made, and any amount I am over my credit limit. The Credit Union also has the right to demand immediate payment of any amount by which I am over my credit limit.

**7. Default; Acceleration; Credit Suspension; Collection Costs.** The following provision applies to borrowers in Idaho, Kansas, and Maine: I will be in default if (1) I do not make a payment of the required amount when due; or (2) you believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.

Wisconsin Consumer Act: If the Wisconsin Consumer Act applies to my Card, I will be in default if any of the following occur: (a) I fail to make a payment when due on two (2) occasions within any 12-month period; OR (b) I breach any term or condition of this Card, which breach materially impairs my ability to pay amounts when due or materially impairs the condition, value, or protection of my rights to or in any collateral securing this transaction.

Right to Cure Default: If the Wisconsin Consumer Act applies and if I am in default under this Card, you must give a notice of default to me pursuant to Wisconsin Statutes sec. 425.104 and 425.105. I shall have fifteen (15) calendar days from the date the notice is mailed to me to cure the default. In the event of an uncured default, you shall have all the rights and remedies for default provided under the Wisconsin Consumer Act, Uniform Commercial Code, or other applicable law, including, but not limited to, the right to repossess any collateral.

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**No Right to Cure:** Pursuant to Wis. Stat. Sec. 425.105(3), I shall not have the right to cure a default if the following occur twice during the preceding twelve months: (a) I was in default on the Line; (b) you gave me notice of the right to cure such previous default in accordance with Wis.Stat. Sec. 425.104; and (c) I cured the previous default.

*The following applies to all other cardholders:* I will be in default if: (1) I fail to make any payment on time; (2) if I fail to keep any promises I have made under this Agreement or under other Agreements I have with you; (3) if I die; (4) if I file a petition in bankruptcy or have a bankruptcy petition filed against me, or if I become involved in any insolvency, receivership or custodial proceeding; (5) if anyone attempts to take any of my funds held by you via legal process or if I have a judgment or tax lien filed against me; (6) if I make any false, inaccurate, or misleading statements in any credit application or credit update; or (7) if you, in good faith, believe that my ability to repay what I owe is or soon will be impaired, or that I am unwilling to make my payments.

If I am in default, you have the right to demand immediate payment of my full account balance without giving me notice. If immediate payment is demanded, I agree to continue paying interest charges and fees until what I owe has been paid, and any shares that were given as security for my account may be applied towards what I owe. I agree to pay all reasonable costs of collection, including court costs and attorney's fees, and any costs incurred in the recovery of the Card, subject to applicable law. Even if my unpaid balance is less than my credit limit, I will have no credit available during any time that any aspect of my account is in default.

**8. Suspension of electronic services and access to share or deposit accounts.** Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your credit card or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

**9. If My Card is Lost or Stolen or if an Unauthorized Use Occurs.** I agree to notify you immediately if my card is ever lost or stolen or if an unauthorized use may have occurred. The telephone number to call is (888) 213-2848, and I agree to follow up the call with notice in writing to you at: 718 E. Michigan Avenue, Jackson, Michigan 49201. I also agree to assist you in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of my card and comply with such procedures as you may require in connection with your investigation, including filing a police report and otherwise assisting in the prosecution of any unauthorized user. I will be liable for any unauthorized use over the Visa Network only if you can prove that I was negligent in my use or handling of my card, or if you can prove that I used the card fraudulently. My liability for unauthorized use on networks other than the Visa Network will not exceed \$50.00. In any case, I will not be liable for any unauthorized use that occurs after I notify you of the loss, theft, or unauthorized use.

**10. Change of Terms.** The Credit Union may change the terms of this Agreement from time to time subject to applicable law. Notice of any change will be given in accordance with applicable law. If permitted by law and specified in the notice to me, the change will apply to my existing Account balance as well as to future transactions.

**11. Returns and Adjustments.** Merchants and others who honor my 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 my Account. If my credits and payments exceed what I 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 my written or verbal request.

**12. Additional Benefits/Card Enhancements.** The Credit Union may from time to time offer additional services to my Account, such as travel accident insurance, at no additional cost to me. I understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

**13. Foreign Transactions; Currency Conversion.** Purchases and cash advances made in foreign currencies will be billed to me in U.S. dollars. Transactions processed outside of the United States will be charged a foreign transaction fee in an amount to be determined by the Credit Union, regardless of whether there is a currency conversion associated with the transaction. The conversion rate in dollars will be 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 in each instance. A foreign transaction is any transaction that you complete or a merchant completes on my card outside of the U.S., Puerto Rico or the U.S. Virgin Islands, even if I am located in the United States; this may include internet transactions.

**14. Plan Merchant Disputes.** You are not responsible for the refusal of any plan merchant or financial institution to honor my card. Also, you are not responsible for goods or services I purchase with the card unless (a) my purchase was made in response to an advertisement you sent or participated in sending me; (b) my purchase cost \$50.00 or more and was made from a plan merchant in my state or within 100 miles of my home; and I have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant. I must resolve all other disputes directly with the plan merchant.

**15. Joint Accounts.** If this is a joint Account, each of us 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 us individually to repay the entire amount owed under this Agreement. Each of us authorizes the other(s) to make purchases or cash advances individually. Any one of us may terminate the Account and the termination will be effective as to all of us, but both of us will still be responsible for repayment all amounts owing.

**16. Effect of Agreement.** This Agreement is the contract which applies to all transactions on my Account even though the sales, cash advances, credit or other slips I sign or receive may contain different terms.

**17. Transaction Slips.** My monthly statement will identify that merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advances, credit or other slips cannot be returned with the statement.

**18. NOTICE TO UTAH BORROWERS:** This written agreement is a final expression of the agreement between me and the Credit Union. This written agreement may not be contradicted by evidence of any oral agreement.

**19. NOTICES TO WISCONSIN BORROWERS:** (1) If I am married and are extended individual credit, Wis. Stat. 766.56(3)(b) requires you to notify my spouse of the extension of credit. If you receive written notice of termination from my spouse pursuant to Wis. Stat. Section 766.56(5), you may declare me in default of the Plan and call the entire extension of credit due and payable notwithstanding Wis. Stat. Sections 425.103 and 425.105. If the Plan is called due and payable, I may have certain rights to cure the default. (2) Additionally, no provision of a marital property agreement, a unilateral agreement under Wis. Stat. 766.59, or a court decree under Wis. Stat. 766.70 adversely affects your interests unless prior to the time the credit is extended, you are furnished with a copy of the agreement or statement, or have actual knowledge of the adverse provision when the obligation is incurred.

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### IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS:

The following applies if at the time this loan is made you are an active member of the military or a dependent (as those terms are defined in the Military Lending Act (MLA), 10 U.S.C. 987 and its implementing regulations ("MLA")), and (a) your loan is unsecured or secured by personal property or a vehicle that you did not purchase with the proceeds of the loan; or (b) it is otherwise determined by law that the MLA applies to your loan. If this loan is a revolving line of credit or credit card, the MLA ceases to apply at any time during which you are not a member of the military or a dependent (as defined in the MLA).

- 1. NOTICE:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums or debt protection fees; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this notice verbally, please call 1-888-213-2848 during our normal business hours: Monday – Friday 9:00 am – 7:00 pm EST and Saturday 9:00 am – 4:00 pm EST.
- This loan will not be secured by a consensual lien on shares or deposits in any of your accounts unless you agree to establish an account in connection with this loan ("Secured Account"). Only funds deposited into the Secured Account after the loan is made will secure this loan. Any cross-collateralization provision contained in your loan or account documents will not apply to the Secured Account or your other share or deposit accounts for any loan subject to the Military Lending Act. However, we reserve our statutory lien rights and rights to set-off or administrative freeze under federal or state law, which gives us the right to apply the sums in the Secured Account or any other account(s) you have with us to satisfy your obligations under this loan.
- Any reference in this consumer credit contract to the following are hereby inapplicable to your loan: (a) Mandatory arbitration; (b) Any requirement(s) to waive your rights to legal recourse under any applicable state or federal law; (c) Any demands or requirements construed as unreasonable notice from you in order to exercise your legal rights; or (d) Prepayment penalties.
- Any provisions in your consumer credit contract, loan, security, or account agreements that are determined to be inconsistent with or contradictory to these disclosures or the MLA (as they may be changed or amended from time to time) are inapplicable with regard to this loan. However, all other terms and conditions of the consumer credit contract shall remain in full force and effect.

### BILLING RIGHTS NOTICE

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

This notice tells you 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 the address(es) listed on your statement.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. 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 your 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 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 of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address(es) listed on your statement. 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.