ONE VISION FEDERAL CREDIT UNION - VISA CREDIT CARD LINE-OF-CREDIT AGREEMENT/INITIAL DISCLOSURE STATEMENT FAIR CREDIT BILLING ACT DISCLOSURE

The Purpose of this Agreement is to establish the Terms and Conditions of a line-of-credit.

- 1. In this Agreement and the Initial Disclosure Statement (hereinafter "Agreement") the works "I", "my", "me", "mine", and their plural forms mean each person who signed the VISA Credit Card Application and Agreement (hereinafter "Application") or who uses the VISA Credit Card or duplicate VISA Credit Card. The words "you", "your", and their plurals mean the One Vision Federal Credit Union (also hereinafter "Credit Union") or its successors or assigns. The word "account" means my VISA Credit Card revolving line-of-credit account with the Credit Union. The word "Card" means my VISA Credit Card and duplicates of said Card.
- 2. Your approval of my application establishes the following: (a) the maximum credit limit determined by you and this credit limit will be drawn upon as I utilize an issued Card: (b) the account will be repaid in accordance with terms and conditions of VISA, U.S.A., Inc. ("VISA") and in accordance with policies established by the Credit Union's Board of Directors ("Directors"); (c) the Card remains your property and I will surrender it immediately upon request. By my acceptance of the Card and the maximum credit limit you have established for me, I hereby agree to comply with all terms in this Agreement. In the event I do not wish to comply with the foregoing Terms and Conditions for any reason, I understand that I may terminate this Agreement by giving you written notice, and by returning the Card to you and pay the balance in full.
- 3. Upon approval of my Application, you will tell me the amount you have set as my beginning Maximum Credit Limit ("Credit Limit") on the documents accompanying the Card. I agree that you may change this Credit Limit at any time upon notice to me, and I agree never to allow my outstanding balance to exceed this or any new Credit Limit. My current Credit Limit is listed on my monthly billing statement. If I obtain any credit extensions in excess of my available Credit Limit, you may (but are not required to) honor the transactions, even though this will cause my outstanding balance to be
- in excess of my Credit Limit; and I agree immediately upon your demand, to repay you all amounts you have advanced in excess of my Credit Limit.

 4. Goods, services, and insurance ("Purchases") may be purchased or leased by means of my Card wherever the Card is honored. Additionally, instant cash loans and other cash transactions ("Cash Advances") may be obtained through use of my Card at any financial institution or ATM that is a member, alone or in association with others, of VISA. All Purchases and Cash Advances are affected at the option of the Seller and Cash Advancing financial institutions, respectively, and you shall not be responsible for refusal by any Seller or Cash Advancing financial institution to honor my Card. Any refund, adjustment or credit allowed by Seller shall not be by cash, but rather, by a credit advice to you which shall be shown as a credit on my Periodic Statement.
- 5. I understand that merchants and other sellers of goods and/or services will assign (sell) to you all evidences of my debt arising out of my Purchases made on the basis of my Card. If the Purchases are made primarily for personal, family or household purposes, my rights are disclosed in the "Fair Credit Billing Act Disclosures" which are part of this Agreement. However, when I use my Card primarily for business, commercial or agricultural purpose Purchases, I agree that I will be liable to you immediately and without any exception, and you will not be responsible for any claims (complaints) or defenses I may have against the Seller honoring the Card.
- 6. Each time I get a Cash Advance or make a Purchase or other credit transaction under this Agreement, I will retain for my own records a copy of documentation that accurately evidences the transaction, so that I may readily identify transactions reported on my Periodic Statement. You will bill me on a periodic (monthly) basis on a date you select for all amounts I owe under this account. When I receive it, I agree to examine each Periodic Statement and immediately tell you about any charge or item I believe to be in error or subject to dispute. I have 60 days after the billing date on the Periodic Statement on which any inaccuracies first appear to notify you in writing about them. If I don't, my Statement will be considered accepted by me and correct.

7.	Annual Percentage Rate for Purchases and Cash Advances*	Grace Period for Repayment of the Balance for Purchases Only	Method of Computing the Balance for Purchases	Annual Fee	Transaction Fee for Purchases	Minimum Finance Charge	Late Payment Fee	Return Check Or Electronic Payment	Fee for Exceeding Credit Limit
	8.90 to 16.90% (0.024384 to 0.046301% daily periodic rate)	25 days from statement closing date	Average Daily Balance (including new Purchases)	NONE	NONE	NONE	\$25.00	\$26.00	NONE

- * The Annual Percentage Rate applicable to my account is determined by my personal credit history and will be disclosed to me on documents provided to me upon approval of my application. The Credit Union obtains credit information from Trans Union Corporation, 2 Baldwin Place - P.O. Box 1000, Chester, PA 10922 (1-800-888-4213). I understand that I may request a free copy of my credit report by contacting Trans Union Corporation. The daily periodic rate for my account will be determined by dividing the corresponding Annual Percentage Rate by 365 and rounding to the nearest 1/100,000th of 1%, not to exceed applicable law. The information about the costs of the card described in the disclosure is accurate as of 05/01/2009. This information may have changed after that date. To find out what may have changed call us at (812) 945-4600.
- 8. If I pay my balance in full within 25 days of the closing date of my statement, I pay no FINANCE CHARGE. The 25-day grace period does not apply to cash advances.
- 9. I understand that you reserve the right to change the Annual Percentage Rate and corresponding daily periodic rate upon giving notice required by law. If additional changes are made, such change shall apply to the balance due for past charges and may change your minimum payment. Said notice will be sent to my last known address appearing on your records when the notice is sent, and will state the date upon which the change will be effective. The notice will also advise me of the extent the change will apply to my then existing and future obligations under this Agreement.

 10. The account will be repaid as follows: either the full amount billed shall be paid, or at my option, an installment equal to at least the required
- minimum payment. The minimum periodic payment required is the total New Balance as shown on my monthly billing statement if the amount is under \$10.00. If the New Balance exceeds \$10.00 the minimum periodic payment is 3% of that portion of the New Balance which does not exceed my Credit Limit, plus the entire portion of the New Balance in excess of my Credit Limit, plus any amount past due, or \$10.00 whichever is greater. I understand that I may skip my payment that is designated on my monthly billing statement as due during the month of December each year. Skipping this payment does not relieve me of any FINANCE CHARGE that may accrue during this time nor does it qualify as being paid within the 25-day grace period for my January billing cycle.
- 11. As a holder of a Card, I understand that I can repay any outstanding balance prior to maturity in whole or part at my option without penalty.

 12. I promise to pay any and charges incurred by me or any person whom I authorize to use the Card issued to me, and any fees or charges incurred
- in the recovery of a Card, retrieval of transaction data, collection of this account, or any other charges disclosed to me herein or provided prior to my
- use of the Card, including but not limited to:
 a. Late charge: Where allowed by state law, I will be assessed \$25.00 to my account if you have not received at least the minimum payment at the address designated on the statement by the 35th day after the "Statement Date" as set forth on my monthly billing statement. A late payment fee will be assessed monthly until my account is paid current.
- b. Over limit fee: I understand that you reserve the right to impose an over the limit fee on my account, but will only do so upon thirty days notice to me, explaining my options to retain or terminate my account.
- Annual fee: I understand that you reserve the right to impose an annual fee on my account, but will only do so upon thirty days notice to me, explaining my options to retain or terminate my account.
- d. Locator fee: If I fail to keep you informed of my current address, I shall have a charge assessed to my share or share draft account to cover the actual cost of having a person or concern normally engaged in providing such services, to obtain my current address. Such charge shall be made only for the amounts actually paid and shall not be incurred on my account more than once in any twelve-month period. Said charge shall not exceed \$75.00.
- e. Replacement card fee: If I lose or damage my Card there is a replacement fee of \$10.00 per card produced.
- Credit bureau report fee: I understand that you reserve the right to impose a credit bureau report fee on my account, but will only do so upon thirty days notice to me, explaining my options to retain or terminate my account.
- g. Return check fee: I understand that a \$26.00 fee will be imposed upon my account or charged against any of my share or share draft accounts, if a payment check or electronic payment is returned for any reason by the financial institution upon which it was drawn.

 h. Emergency account fee: I understand that if I request an emergency account approval or an emergency production of a new card for my existing
- account, I will be responsible for any fees imposed by the data and card processors for such service, not to exceed \$20.00.
- Document retrieval charge: I understand that there will be a document retrieval charge of \$5.00 for each item requested.
- j. International Service Assessment Fee (ISA): A fee of 1% will be imposed on all foreign transactions, including purchases, cash withdrawals, cash advances, and credits to your account. A foreign transaction is any transaction you complete, or a merchant completes on your card outside of the U.S., Puerto Rico, or the U.S. Virgin Islands.
- k. Additional charges may also be assessed for use of my Card for such uses as automated teller machines or point-of-sale terminals, but only upon proper notice. All charges shall be treated as Purchases for purposes of calculating FINANCE CHARGES unless otherwise designated by law or regulation. I understand that you reserve the right to change the rate of fees and charges upon giving notice required by law. Said notice will be sent to

my last known address appearing on your records when the notice is sent, and will state the date upon which the change will be effective. The notice will also advise me of the extent, if any, the change will apply to my then existing and future obligations under this Agreement.

- 13. I recognize and agree that I will accept any other conditions established by the Directors that are necessary to protect your best interests and to comply with applicable Federal and State laws and regulations, except that you may not assess any charges to which I have not been notified and have not agreed in accordance with the notice instructions.
- 14. I understand that the Directors require a review of my loan file at least once every 24 months, and I hereby give my permission to and authorize you
- to investigate and re-assess my credit worthiness including, but not limited to, obtaining a new credit report and income verification.

 15. I understand that I must re-apply and be approved by you to increase my Credit Limit or to extend the original terms of this Agreement.

 16. I acknowledge and agree that you may terminate this Agreement upon adverse re-evaluation of my credit worthiness, upon my failure to satisfy the terms of this Agreement and the Terms and Conditions established by the Directors and VISA, or at my option if you have a good cause.
- 17. If my account is terminated by you, I shall receive written notice of such termination, however, I understand and acknowledge that such termination
- shall not effect my obligation to pay any outstanding balance.

 18. I understand, acknowledge and agree that my account will be in default if my account or any other indebtedness to you becomes delinquent, or if I die, file bankruptcy, become insolvent, have a judgment rendered against me, you feel that you are insecure, or any current or future employment is terminated, and my Card shall be revoked upon such default, unless you determine that extenuating circumstances have contributed to the default, in which case you at your option may approve my continued use of the Card.

 19. I waive presentment for payment, demand, protest and notice of protest and dishonor, and the right to require due diligence in bringing suit against
- any party hereto. You may delay enforcement of any rights under this Agreement without losing them.
- If my account is referred to an attorney for collection, I agree to pay all costs and expenses, including attorney's fees equal to 25% of all unpaid balances and charges.
- 21. I give you a security interest in all funds now or hereafter in my Share and Share Draft Accounts which the account number(s) appear in the Signature Section of my Application, and I authorize you to apply any or all such funds to the payment of any amount ever in default on this account.
- 22. I agree that you, your agents or service companies may monitor and/or record any telephone communications with me.

INITIAL DISCLOSURE STATEMENT

I understand that you are making the following Truth-in-Lending disclosures to me that also constitute binding Terms and Conditions of the Account and this Agreement between you and me.

Imposition of FINANCE CHARGES as to goods, services, insurances, or other debits charged to my Account ("Purchases")

A FINANCE CHARGE will be imposed on Purchases only if I elect not to pay the entire New Balance shown on my monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If I elect not to pay the entire New Balance shown on my previous monthly statement within that 25-day period, a FINANCE CHARGE will be imposed on the unpaid average daily balance of such Purchases from the previous statement closing date and on new Purchases from the date of posting my 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.

The FINANCE CHARGE for a billing cycle is computed by applying the Daily Periodic Rate to the average daily balance multiplied by the number of days in the billing cycle OR the Monthly Periodic Rate to the average daily balance of Purchases, which is determined by dividing the sum of the daily balances of Purchases is determined by adding to the Previous Balance of Purchases any new Purchases posted to my Account and subtracting any payments as received and credits as posted to my Account, but excluding any unpaid FINANCE CHARGES.

2. Imposition of FINANCE CHARGES as to Cash Advances obtained on my account.

A FINANCE CHARGE will be imposed on Cash Advances from the date I obtain the Cash Advance or the first day of the billing cycle in which the Cash Advance is posted to my Account, whichever is later

The FINANCE CHARGE for a billing cycle is computed by applying the Daily Periodic Rate to the average daily balance multiplied by the number of

days in the billing cycle OR the Monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Cash Advances is determined by adding to the Previous Balance of Cash Advances (the outstanding balance of my account at the beginning of the billing cycle) any new Cash Advances received, and subtracting any payments as received or credits as posted to my Account, but excluding any unpaid FINANCE CHARGES.

3. Liability for unauthorized use.

I may be liable for the unauthorized use of my Card. I will not be liable for any unauthorized use of my Card that occurs after I notify you, orally or in writing, of the loss, theft or possible unauthorized use of my Card at: **TELEPHONE NUMBER**

CREDIT CARD SERVICE CENTER P.O. BOX 50425 INDIANAPOLIS, IN 46250-0425

1-800-289-5939 (8:30am-5:30pm M-F; 9am-12noon S) 1-800-556-5678 (24 Hours/7 Days/Week)

- 4. Late charges. If a payment is late in whole or in part, I will be charged \$25.00 on the tenth day following the date the payment is due.
 5. Overlimit fees. I understand that you reserve the right to impose an overlimit fee on my account, but will only do so upon thirty days notice to me, explaining my options to retain or to terminate my account.
- Annual fee. I understand that you reserve the right to impose an annual fee on my account, but will only do so upon thirty days notice to me, explaining my options to retain or to terminate my account.

 7. Security. You have a statutory lien on all current and future shares and deposits for sums due you, as provided by Federal and State statute and as
- stipulated in writing on my Application.

You have the right to apply the proceeds of any collateral now or hereafter pledged to you, except my principal residence, to secure payment of other indebtedness with you to the payment of my unpaid balance in the event of non-payment. Collateral may be required when requested by you or when my credit limit exceeds \$2,000. I also agree that you retain a security interest in any and all goods purchased by me with my Card.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and my responsibilities under the Fair Credit Billing Act. In this disclosure "you" and "your" mean each person who has signed the application. The words "we" and "us" mean the One Vision Federal Credit Union. Notify the Credit Union In Case of Errors or Questions About The 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 us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

• The dollar amount of the unsuspected error • Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. Your name and account number

If you have authorized us to pay your credit card bill automatically from your savings or checking 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 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.

Special Rules 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 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;

(b) and the purchase price must have been more than \$50.

These limitations do not apply if we own or operate the markly in the contract of the markly in 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

Important Information About Procedures For Applying For Or Opening A New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for me: When I apply for or open an account, I will be asked for my name, address, date of birth and other information that will allow you to identify me.