

Refunds. If a seller agrees to give you a refund or adjustment, you will accept a credit slip for your Account in lieu of a cash refund.

Treatment of Credit Balances. Credit balances may be applied to future purchases/cash advances or will be refunded by your written request.

Change of Address. You will advise us promptly if you change your mailing address. We accept address corrections received from the U.S. Postal Service. All written notices and statements by us to you will be sent to your address as it appears on our records.

Credit Reports. You authorize us to make or have made any credit, or employment inquiries as we deem appropriate for the extension of credit or collection of amounts owing on the Account. We can furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information.

Credit Insurance. If you requested credit insurance, the premium will be calculated monthly by multiplying the premium rate by the outstanding balance of your Visa credit card account. The premium rates were disclosed to you on your application. Premiums will be posted at or after the end of each month. The premiums for credit life and/or disability insurance are not financed, as the premiums are based on the outstanding Visa credit card balance and are paid periodically. Although insurance is freely cancelable, it will remain in effect until you have notified us in writing of your intention to cancel. If you are late in paying or fail to pay your periodic payment, we may advance funds on your behalf to pay such premiums and we may impose a finance charge on the amount advanced.

Irregular Payment. We accept late payments, partial payments, or checks and money orders marked “payment in full,” without losing any of our rights under this Agreement.

Default. In the event of your default under the agreement (failure to make payments when due or in the amount due; charging beyond your credit line) or under the security interest agreement, the entire outstanding balance of the account will become immediately due and payable. At that time, you will also pay to us the costs of collecting your outstanding balance, including 15% of principal and interest as attorney’s fees if collected through an attorney at law. NOTE: collateral securing other loans with us may also secure your VISA account.

Delay in Enforcement. We can delay enforcing our rights under this Agreement without losing them.

Amendment. We may amend this Agreement from time to time by sending the advance written notice required by law.

Amendments will apply to the existing Account balance as well as to future transactions.

Foreign Transactions. Purchases and cash advances made in foreign currencies will be billed to you in U.S. Dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA International, Inc.

Our Address. You should address letters and other notices to us at:

**Associated Credit Union
VISA Center
6251 Crooked Creek Road
Norcross, Georgia 30092-3107**

Severability. If any provision of this Agreement is held invalid, all valid provisions that are severable from the invalid provision remain in effect.

Law Governing. This Agreement is governed by Federal laws and the laws of Georgia as they each apply.

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 at 6251 Crooked Creek Road, Norcross, Georgia 30092-3107. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn’t make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don’t follow these rules, we can’t collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on his right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
 - (b) The purchase price must have been more than \$50.
- These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Liability for Unauthorized Use of Card

You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify Associated Credit Union, Visa Center, at 6251 Crooked Creek Road, Norcross, GA 30092-3107, phone (770) 448-8200, orally or in writing of the loss, theft, or possible unauthorized use.

Upon receipt of notification of unauthorized Visa transactions on your account, your liability for those transactions is zero. If we determine that you were negligent or fraudulent in the handling of your account or card, we may increase the limit of your liability.

Your Visa card (or debit card) may not be used for any illegal transactions.



ASSOCIATED
CREDIT UNION

JACKSON EMC VISA CREDIT CARD AGREEMENT & DISCLOSURE

Dear Member:

This is your new disclosure notice for your Visa credit card account as required by the Federal Truth in Lending Act. The terms and conditions contained in this disclosure become effective with billing cycles beginning July 1, 2006, or any subsequent billing cycle in which your account may be. Please read this carefully and keep it for your records. This also contains your Agreement, which is your contract. When you have accepted, signed or used your Card, or the Account, you have agreed to the terms of the Agreement.

In this disclosure statement, the words “you,” “your” and “yours” mean the Account Holder(s). The words “we,” “us” and “our” mean Associated Credit Union (“ACU”), Atlanta, Georgia and any agent through which the account is established.

A. The following definitions apply to the terminology used in this disclosure statement and on your monthly statement:

Account — Visa account(s) approved by us for your use.

Annual Percentage Rate — The product resulting from multiplying the periodic rate by the number of periods in a year.

Billing Cycle — The time interval between regular monthly billing statement dates. This interval is considered to be equal intervals of time unless a billing date varies more than four (4) days from the regular date.

Cash Advance — Credit extended by us to you in the form of a loan made when you present the Card to us or to any financial institution honoring the Card, or use of convenience checks, any other credit instrument,

device, overdraft coverage plan or automated teller machine that is available to you.

Card — Any Visa card(s), issued to you by us, or other single credit device existing for the purpose of being used from time to time upon presentation to obtain money, property, labor, or services on credit. “Card” is implied when you obtain credit by using your account number without using the card.

Closing Date — The date of the last day of a Billing Cycle.

Credit Line — The maximum amount of credit available to you.

Daily Balance — The amount in an Account determined at the end of each day in the Billing Cycle by taking the previous day’s outstanding balance, subtracting credits and payments, and adding Purchases and Cash Advances. Daily balances for Purchases and Cash Advances are calculated separately.

Finance Charge — The cost of credit extended to you on the Account.

Late Payment Charge — A charge imposed for your failure to make timely payments on your Account.

New Balance of Cash Advances — The sum of the outstanding balance of Cash Advances and any accrued but unpaid finance charge on Cash Advances on the Closing Date of the Billing Cycle.

New Balance of Purchases — The sum of the outstanding balance of Purchases and any accrued but unpaid finance charge on Purchases on the Closing Date of the Billing Cycle.

Periodic Rate — The percentage rate of finance charge imposed against a balance for a period. For your account a “Monthly” Periodic Rate is used.

Previous Balance — The balance of an Account at the beginning of the Billing Cycle. (It is the same amount that is shown as “New Balance” on the Closing Date on the statement for the preceding Billing Cycle).

Purchases — Extensions of credit by us to you for retail purchases through sellers of goods, labor, insurance and/or services that honor your Card.

B. The conditions under which a FINANCE CHARGE will be imposed.

(1) **Purchases.** A **FINANCE CHARGE** will be imposed on Purchase transactions during a Billing Cycle when the Previous Balance is not paid in full within the first 25 days of the Billing Cycle. An additional **FINANCE CHARGE** will be imposed on the New Balance of Purchases when the New Balance is not paid in full within 25 days after the Closing Date.

(2) **Cash Advances.** A **FINANCE CHARGE** will be imposed on Cash Advance transactions during a Billing Cycle when the Previous Balance is not paid in full within the first 25 days of the Billing Cycle. An additional **FINANCE CHARGE** will be imposed on the New Balance of Cash Advances when the New Balance is not paid in full within 25 days after the Closing Date. A **FINANCE CHARGE** in the form of a single Service Fee will be imposed on each Cash Advance transaction.

(3) If your Account is subject to a finance charge, then the more you pay and the sooner you pay the less your finance charge will be.

C. The method of determining the balance upon which a FINANCE CHARGE will be imposed:

We figure a portion of the finance charge on your account by applying the periodic rate to the “average daily balances” of Purchases and Cash Advances of your account (including current transactions). To get the “average daily balance” we take the beginning balance of your account each day, (excluding unpaid FINANCE CHARGES), add any new Purchases/Cash Advances and subtract any payments or credits, and divide the total by the number of days in the billing cycle. This gives us the “average daily balance.”

D. The method of determining the amount of the FINANCE CHARGE:

The **FINANCE CHARGE**, when imposed, will be the sum of the products of:

- (1) the Average Daily Balance of Purchases multiplied by a Monthly Periodic Rate of **1.0833%** (corresponding **ANNUAL PERCENTAGE RATE** is **13.0%**),
- (2) the Average Daily Balance of Cash Advances multiplied by a Monthly Periodic Rate of **1.0833%** (corresponding **ANNUAL PERCENTAGE RATE** is **13.0%**), and
- (3) the amount of each Cash Advance transaction posted during a Billing Cycle, multiplied by a Service fee of **3%** (minimum **\$3.00**).

E. Default/Closure APR:

When your minimum monthly payment is late 30 days, three times in 12 months, or when your minimum monthly payment is late 60 days in 12 months, your APR will increase to 16%, beginning with the period in which you are late. This increase can occur each time you default on any Associated Credit Union

account because you fail to make the minimum payment when due, exceed your credit limit, or make a payment to us that is not honored by your financial institution.

Factors considered in determining the increase include the frequency and severity of account defaults, and other indications of account usage and risk on Associated Credit Union or other credit accounts.

You may request for your APR to be reviewed six months after it was increased to the Default APR, and you have had six months of on-time minimum monthly payments.

F. The conditions under which any other charges may be imposed:

- (1) **Late Fee.** We will add a **\$30.00** fee to the purchase balance for each billing period you fail to make the minimum payment by its due date.
- (2) **Over The Credit Line Fee.** We will add a **\$30.00** fee to the purchase balance for each billing period the new balance exceeds your credit line by **10%** or more.
- (3) **Returned Convenience Checks.** If Visa convenience checks are written for more than the available balance and cannot be honored, a **\$30.00** fee will be imposed for each Visa convenience check returned.
- (4) **Returned Payment Fee.** If your check or payment on your account is returned by the financial institution it is written upon, a **\$30.00** fee will be charged.
- (5) **Documentation Fee.** A documentation fee of **\$2.00** may be charged for each statement copy or charge ticket copy requested.
- (6) **Card Replacement Fee.** A fee of **\$5.00** will be charged to replace lost cards.

G. The conditions under which we may retain or acquire any security interest in any property to secure the payment of any credit extended on the Account:

Collateral securing other loans that you may have or may subsequently incur with us may also secure the outstanding balance of this account in the event of your default.

You understand that the credit union has a special security interest in your shares or deposits.

H. The Minimum Periodic Payment required.

Payment according to the following schedule must be made by you within **25** days after the Closing Date of the Billing Cycle as shown on your statement.

Minimum Payment Schedule

If New Balance Is:Minimum Payment Will Be:

Less than **\$10**.....New Balance in Full

\$100 to \$250**\$10**

More than \$250**3%** of New Balance

In addition to the above, Minimum Payment will also include amounts past due and any amount by which the New Balance exceeds the Credit Line for the Account.

CREDIT CARD AGREEMENT

Promise to Pay. You promise to pay the total amount of credit extended for purchases and cash advances obtained by you or any person authorized by you to use the Account. You also promise to pay Finance Charges, Late Charges or other charges that become due.

Ownership of Cards. Any Card or other credit instrument or device which we supply to you is our property and must be returned to us or our agent immediately upon demand. If we ask, you will destroy the Card by cutting it in half horizontally through the account number, and surrender it to us or our agent, mail it to us, or drop it off at any of our offices that we direct.

Acceptance of Card. You agree to sign the card immediately upon receiving it, unless you do not wish to be bound by the terms and conditions, in which case, you will cut the card(s) in half and return both halves within ten (10) days of receipt; providing however, that nothing herein shall relieve you of liability for credit extended or incurred prior thereto.

Individual Liability. You, as an Account Holder, will be liable for all credit obtained under an Account, whether obtained by you or by a User of the Account. If there is more than one Account Holder, then each will be liable, jointly and severally, for all credit obtained under an Account.

Credit Line. You will not obtain more than the amount of the Credit Line available to you. However, if we agree to temporarily allow you to obtain more credit, you agree to repay the excess according to the terms of this Agreement. When you make payments of \$2,000 or more, your available credit will be restored within three business days.

Loss or Theft of Card. You will notify us immediately of the loss or theft, or use without your permission of any Card or other credit instrument or device which we supply you.

Termination. Either you or we may terminate or suspend your credit privileges under this Agreement at any time. The provisions of this Agreement shall otherwise remain in full force and effect until you pay all sums due us.

Transfer of Account. You cannot transfer an Account to any other person.