

## VISA PLATINUM RETAIL INSTALLMENT CREDIT AGREEMENT

### The Summit Federal Credit Union

In this Agreement the word “card” or “card(s)” refers to all VISA cards issued to you, including any substitute or renewal card(s) (which we are authorized to reissue at any time). The words “you,” “your,” and “yours” refer to each VISA applicant and anyone else the applicant permits to use a card. The words “we,” “us,” and “our” refer to **The Summit Federal Credit Union**.

**SIGNATURE AND CREDIT LIMIT.** This Agreement shall not become effective with respect to the purchase or lease of property or services unless and until you or a person authorized by you first signs a sales slip or memorandum evidencing a purchase or lease of property or services by use of the card. Your electronic or telephonic authorization to a merchant to debit your credit card account to pay for the purchase or lease of property or services shall be considered your signature on a sales slip or memorandum evidencing the purchase or lease. The Agreement will be effective with respect to cash advances when you or someone you authorize signs an advance request, a convenience check or gives some other authorization for a cash advance or uses the card or your personal identification number at an automated teller machine or otherwise to obtain a cash advance. Prior thereto, you will not be responsible for any purchase or lease of property or services or cash advances by use of the card after its loss or theft. Your initial credit limit is stated on the carrier containing the card(s), and your current credit limit will appear on your billing statement. You may request an increase in your credit limit by a written application or telephone request to us. We have the right to increase or reduce your credit limit or to terminate your borrowing privileges at any time without prior notice to you. You may not allow the outstanding balance of your account to exceed the credit limit which we approve from time to time. We may, at our discretion, make advances from your account in excess of your credit limit, but that will not change the amount of your credit limit. Any such advances are subject to all the provisions of this Agreement. You agree to repay any outstanding amounts which exceed your credit limit immediately on our demand.

**USE AT AUTOMATED TELLER MACHINES.** If your card can be used at automated teller machines (“ATMs”), you have been given a Personal Identification Number (“PIN”). You promise that you will not give your card or PIN to anyone who is not authorized to use your card. You also agree not to write your PIN on the card itself.

**USE OF THE CARD.** You may use the card to make purchases or leases of goods or services in person, by mail, electronically (through the Internet) or by telephone from merchants and others who accept VISA cards. You may also obtain cash loans (called “cash advances”) from us, from other financial institutions participating in the VISA program, from automated teller machines which are part of the PLUS SYSTEM ATM network, or by using a convenience check which we send you for that purpose. (Not all

ATMs provide such access and you will need to use your Personal Identification Number at those that do.)

Cash advances can be used to make balance transfers. You will owe us the amount charged by use of the card, your card number or your PIN, plus any other charges provided in this Agreement, all payable in U.S. dollars.

We will not be responsible for the failure of any third party to honor your card. Furthermore, utilization of your card in some cases (for instance, for a transaction in an amount above a certain level) will be subject to our approval. We will make every effort to approve all your transactions in accordance with the terms of this Agreement.

However, there are times when our approval system is not working, and there are other cases (for instance, abnormal frequent use of the card) where our approval will be withheld. Because of security reasons, we cannot divulge the details of our approval system. However, you agree that we will not be responsible for the failure to approve a transaction in such cases.

**NO USE FOR ILLEGAL TRANSACTIONS.** You agree not to use the Card, the Card number or your PIN in connection with any illegal transaction, such as, but not limited to, illegal gambling. The Credit Union may assume, without any further inquiry, that all transactions made by you or someone authorized by you using the Card, the Card number or the PIN are legal, even if the Credit Union has actual or imputed knowledge of information which might reasonably lead it to question whether a particular transaction is legal.

**FOREIGN TRANSACTIONS.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The exchange rate to dollars will be determined in accordance with the operating regulations established by Visa International from time to time. As of the date these disclosures were published, those regulations established the conversion rate as either the rate selected by Visa from the range of rates available in wholesale currency markets, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or statement posting date. You will be required to pay any International Service Assessment or other fee that Visa imposes on you or us in connection with the transaction, which is currently 1% of the transaction amount.

**HOW TO STOP PAYMENT OF A CHECK.** You may request stop payment of a convenience check by notifying us by telephone at the following telephone number: (585) 453-7030 or (800) 836-SFCU, extension 7030. Your stop payment request will only be effective for fourteen (14) days from your notice unless the stop payment request is in writing, signed by you, describes with certainty the item on which the payment is to be stopped, and is received by us at 100 Marina Drive, Rochester, New York, 14626, in a timely manner so as to afford us a reasonable opportunity to act upon it. In any event, we may disregard any stop payment request six (6) months after we receive it unless you renew

the stop payment request by writing to us within that six month period. If you request a stop payment, a fee of \$25.00 will be charged to your account, even if we are unsuccessful in stopping the payment. We will use commercially reasonable efforts to stop payment on your convenience check. However, you agree that we will not be responsible in any way if a convenience check is cashed or otherwise presented for payment after you have requested us to stop payment and, using commercially reasonable efforts, we are unable to stop payment.

**MONTHLY STATEMENT.** If you have a balance in your account at the end of your billing period, we will send you a statement. It will show separately your purchase(s), your cash advance(s), the finance charge, the minimum payment due, and the date the payment is due. The statement will be sent to you at least 21 days before the date that your payment is due.

**PAYMENTS.** Payments should be sent to:

VISA  
P.O. Box 41769  
Philadelphia, PA 19101-1769

There could be a delay of up to five (5) days in crediting the payment to your account if you send a payment to us at any other address. All payments must be made in U.S. Dollars and drawn on a financial institution located in the United States.

**MINIMUM PAYMENT.** The minimum payment will be the sum of (a) through (c) below:

- (a) 2.4% of the total New Balance as shown on your monthly billing statement;
- (b) entire portion of the New Balance in excess of your credit limit;
- (c) any amount past due.

**NOTE:** If the sum of (a) through (c) is less than \$10, a minimum payment of \$10 will be due. However, if the New Balance shown on your monthly statement is less than \$10, the entire New Balance will be due. The New Balance includes outstanding indebtedness for purchases and/or cash advances, fees, finance charges, and any other obligation(s) under this Agreement.

If the minimum payment computed as above is not an even dollar amount, the minimum payment due may be rounded to the next higher dollar.

**PAYING MORE THAN THE MINIMUM.** You may at any time pay more than the minimum amount due, or even the total new balance shown on your monthly statement. The sooner you pay your New Balance, the less you have to pay in **FINANCE CHARGES**. Paying more than the minimum in one month, however, does not relieve you of your obligation to pay the minimum monthly payment in every other month.

**FINANCE CHARGES.** **FINANCE CHARGES** on your account will be determined by applying a Periodic Rate to the “average daily balance” for your purchases and cash advances. **FINANCE CHARGE** accrues on both purchases and cash advances from the date of the transaction or the first day of the billing cycle in which the transaction is posted to your account, whichever is later, to the date that payment for the purchase or

cash advance is credited to your account. However, you can avoid paying a finance charge on current billing cycle purchases (those itemized on your statement) if: (i) you pay for the new purchases by the due date appearing on the statement; and (ii) the statement shows no previous balance for purchases, or you paid the previous balance for purchases in full by the due date shown on the previous statement. The due date will be at least twenty-five (25) days from the closing date of the billing cycle.

We calculate the **FINANCE CHARGE** on your account by (1) multiplying the applicable Periodic Rate described below by (a) the “purchase average daily balance”; and (b) the “cash advance average daily balance” and (2) adding together the results of those calculations.

To get the “purchase average daily balance” we take the beginning daily balance of your account attributable to purchases, add new purchases or debits attributable to purchases, and subtract any payments or credits attributable to purchases. We do not include unpaid finance charges in that calculation. This gives us the “purchase daily balance.” Then we add up all the purchase daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “purchase average daily balance.”

To get the “cash advance average daily balance” we take the beginning daily balance of your account attributable to cash advances, add new cash advances or debits attributable to cash advances and subtract any payments or credits attributable to cash advances. We do not include unpaid finance charges in this calculation. This gives us the “cash advance daily balance.” Then we add up all the cash advance daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “cash advance average daily balance” of your account.

All VISA Credit Cards Accounts available have variable interest rates. The variable rate is determined at the beginning of each billing cycle by adding the margin assigned to your account (VISA Platinum 5.75%) to the Index (defined below). The Index is the highest prime rate published in the Wall Street Journal in the “Money Rates” section, on the last Tuesday of the calendar month immediately preceding the beginning of the billing cycle. For example, if the billing cycle ends on November 8, 2009, the Index for the billing cycle starting on November 9, 2009 would be based on the Index in effect on October 27, 2009. The Index rate is the index from which your ANNUAL PERCENTAGE RATE and corresponding monthly Periodic Rate will be determined. If the Index becomes unavailable, another Index will be selected. Your rate may increase or decrease depending upon the Index as of the next billing cycle. All other things being the same, a rate increase will increase the amount of FINANCE CHARGE and may increase the scheduled minimum payment. No matter what the Index is, in no event shall the ANNUAL PERCENTAGE RATE exceed 18% or a corresponding monthly Periodic Rate of 1.5%. Your initial ANNUAL PERCENTAGE RATE will be specified in a document that is part of this Agreement and is provided when your account is open.

**LATE FEE.** If any part of your minimum payment is more than 10 days late, you will be charged a fee of \$29.00.

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**CASH ADVANCE FEE.** A fee of one percent (1%) of the cash advance amount shall be imposed for any cash advance.

**INSUFFICIENT FUNDS FEE.** If any check or pre-authorized withdrawal submitted to us as a payment on the account is returned to us for insufficient funds, you will be charged a fee of \$29.00. We may assess this charge the first time your payment is not honored, even if it is paid on resubmission.

**CARD/PIN FEE.** A fee of \$5.00 will be imposed for replacement of existing credit cards and personal identification numbers.

**DUPLICATE SALES DRAFT FEE.** A fee of \$5.00 will be imposed for copies of sales draft receipts.

**STATEMENT/HISTORY COPY FEE.** If you request documentary evidence of a transaction on your account, we may pass along to you the cost to us of researching this evidence at a rate of \$20.00 per hour, with a minimum charge of \$5.00. No such charge will be imposed for billing statement errors or inquiries.

**CONVENIENCE CHECK COPY FEE.** There is a \$5.00 charge for each copy or \$20.00 per hour charge, whichever is less. Members at The Summit's Premier Relationship Account Level (refer to the current Credit Union fee schedule for Relationship Account Level information) check copies are free.

**LOST OR STOLEN CARDS.** If a card is lost or stolen, you must immediately inform us, orally or in writing, at any office or branch, of the time, place, and manner of loss or theft and of your name and VISA account number.

**LIABILITY FOR UNAUTHORIZED USE.** Under Visa's Zero Liability Policy, you have liability protection for all of your card transactions that take place on the Visa system unless you are guilty of gross negligence or fraud. Should someone steal your card or your card number or otherwise obtain and use your card or your card number without your permission, you pay nothing for their activity unless you were grossly negligent or acted fraudulently. If you notice unauthorized activity on your account, promptly contact us to report it. It is important to continually monitor your monthly statement to identify any unauthorized transactions. We may impose greater liability on you if we reasonably determine that the unauthorized transaction was caused by your gross negligence or fraudulent action - which may include your delay for an unreasonable time in reporting unauthorized transactions. In any case, you must immediately notify the credit union of loss, theft or unauthorized use of your card or your card number. Notice of unauthorized use may originally be oral, but must be followed by written notice. Notice must be given to:

1-800-449-7728  
PSCU Service Centers, Inc.  
Customer Service  
P.O. Box 31112  
Tampa, Florida 33631-3112

If you tell us within two (2) business days after you learn that your card or card number has been lost/stolen, you will not be liable for any losses on your account. If you do not tell us within two (2) business days after you

learn of the loss or theft of your card or card number and you were grossly negligent or acted fraudulently, your liability will not exceed \$50.

**BUSINESS DAYS.** Our business days are Monday through Friday. Holidays are not included.

**APPLICATION OF PAYMENTS.** We may apply all payments and credits in accordance with our standard operating procedures and with the requirements of applicable law.

**SECURITY INTEREST.** To secure repayment of amounts you owe under this Agreement, you have granted us a specific pledge of your Credit Union shares. There is no minimum amount that you must keep on deposit in order to qualify for the card.

**DEFAULT AND COLLECTION COSTS.** Nearly all of our accounts are transacted in a perfectly normal way. However, we have the following rights:

(a)Default. You will be in default on this account if: (i) you fail to make a required payment on time; (ii) you fail to perform any other obligation to us, or any representation you make proves to be untrue; (iii) you die or become the subject of a proceeding in bankruptcy; or (iv) any third party attempts by legal process to take any money or other property of yours in our possession; (v) if we reasonably believe you will not be able to repay us for any reason.

(b)Responses to Default. Upon default we may without notice cancel the account and require immediate payment of all or any part of the balance due. We may also exercise any of our other legal rights.

(c)Collection Costs. To the extent permitted by law, you agree to pay our collection expenses, including without limitation court costs and reasonable attorneys' fees.

**CANCELLATION.** We may reduce your credit limit or cancel the account altogether. Unless you are in default, we will give you notice of any such reduction or cancellation. We may also cancel your account by not sending you a renewal card upon expiration of your outstanding card. You may cancel your account only by notifying us to that effect and delivering the card(s) to us (cut in half).

The card(s) at all times remain our property, and must be surrendered immediately upon our request. Upon cancellation you remain obligated to repay all amounts due under this Agreement.

Regardless of whether your account has been cancelled, no card may be used after the expiration date indicated on the card.

**SHARING INFORMATION AMONG CREDIT UNION AFFILIATES.** To alert you to special offers and provide you with products and services, Credit Union affiliates share information about you on a confidential basis. Credit Union affiliates are permitted to share information about their transactions or experiences with you. Other information you provide to us or that we obtain from third parties (for example, credit bureaus) will not be shared if you notify us that you do not want such information shared among Credit Union affiliates. You may notify us in writing of your

instructions at any time. Please send your name and address (as it appears on your account statement), along with your account number and social security number to:

The Summit Federal Credit Union  
Canal Ponds Business Park  
100 Marina Drive  
Rochester, New York 14626

Please mail your instructions in a stamped envelope that does not include any other correspondence.

**AMENDMENT.** We may change the terms of this Agreement at any time in accordance with the requirements of applicable law. To the extent permitted by law and at the Credit Union's option, amendments will apply to amounts outstanding both before and after the amendment takes effect.

**SENDING OF NOTICES.** Unless otherwise required by the applicable law, any statement or notice to you under this Agreement will be sufficiently given if sent to your address on file in connection with this account or to a new address of which you have notified us in writing at least 20 days before the sending of the statement or notice.

**IRREGULAR PAYMENTS.** We may accept late payments, partial payments, or items marked "payment in full" or the like without losing any of our rights under this Agreement.

**DELAY IN ENFORCEMENT.** We may delay enforcing our rights under this Agreement without losing them.

**APPLICABLE LAW.** Except to the extent that federal law shall be controlling, your rights, our rights, and the terms of this Agreement shall be governed by New York law.

**NOTICE TO (YOU) THE BUYER: 1. Do not use the card before you read this agreement or if it contains any blank space. 2. You are entitled to a completely filled in copy of this credit 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 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.

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 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 to whom we have reported you 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 Rules For Credit Card Purchases**

If you have a problem with the quality of property or services that you 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 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 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.

The Summit Federal Credit Union  
Canal Ponds Business Park  
100 Marina Drive  
Rochester, NY 14626-5104