



VISA PLATINUM/VISA PLATINUM SECURED/VISA REWARDS CONSUMER CREDIT CARD AGREEMENT

In this Agreement, the words "you" and "your" mean each and all of those who apply for a credit card or who sign this Agreement. "Credit Union", "we", "us" and "our" means Xplore Federal Credit Union. "Card" means the credit card and any duplicates and renewals we issue. "Account" means your credit card line of credit account with us.

CREDIT CARD AGREEMENT: You acknowledge receipt of and agree to the terms of this Agreement by using the Card or retaining the Card. If you do not agree to the terms of this Agreement, you must immediately cut the Card in half, call us at 888-U-XPLORE (888-897-5673) and deliver the destroyed card to us. You agree we may revoke the Card and Account at any time without notice to you.

1. Responsibility. If we issue you a Card, you agree to repay all debts and finance charges arising from the use of the Card/Account (including any fees associated with your use). Each of you will be jointly and severally responsible for repayment. You also agree to be fully responsible for any use of the Card/Account by anyone else, including minors, to whom you give the Card/Account information (including any fees associated with the use of the Card/Account) and this responsibility continues until the Card is recovered and the Account is cancelled by us. You cannot disclaim responsibility by notifying us, but we will close the Account for new transactions if you so request if you return all Cards. Your obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the Account. Any person using the Card is jointly responsible with you for charges he or she makes, and if that person signs the Card, he or she becomes a party to this Agreement and is also jointly responsible for all charges on the Account. You agree not to use the card for any illegal purpose whatsoever, including illegal internet gambling, but you agree to repay the amount of any such transaction made by you or someone you authorized.

2. Lost Card Notification. If you believe the Card has been lost or stolen, you agree that you will immediately call us at 888-862-6075.

3. Liability for Unauthorized Use. You may be liable for the unauthorized use of your Card depending on the circumstances. You will not be liable for unauthorized use that occurs after you notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00. Such liability limits do not apply when the Card/Account is used to make an electronic funds transfer. If you authorize someone to use your Card/Account for any purpose at any time, then any use of the Card/Account by that person at any time thereafter is not unauthorized even if it exceeds the authority given. You may terminate the authority given to another person only by notifying us. Depending upon the circumstances, you may qualify for zero liability under the VISA zero liability program. Please contact VISA for details.

4. Credit Line. If we approve your application, we will establish a self-replenishing line of credit for you and notify you of its amount when we issue the Card. You agree not to let the Account balance exceed this approved credit line. Each payment you make on the Account will restore your credit line by the amount of the payment which is applied to principal. If you request an increase in your credit line, we may require you to make your request in writing before considering your request. We may, at any time and for any reason not prohibited by law, reduce your credit line from time to time, refuse to make an advance or revoke your card and terminate this Agreement. Good cause includes your failure to comply with this agreement or our adverse reevaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either you or us does not affect your obligation to pay the account balance. The Cards remain our property, and you must recover and surrender to us all Cards upon our request and upon termination of this Agreement.

5. Credit Information. You authorize us to investigate your credit standing when opening, renewing or reviewing your Account, and you authorize us to disclose information regarding your Account to credit bureaus and other creditors who inquire of us about your credit standing.

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 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 25 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total Statement 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 2% of your Total Statement Balance or \$25.00, whichever is greater. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit. Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses. If payment is not received by the Credit Union on or before the due date, then you agree to pay a late payment fee of \$25.00.

7. Disputed Debts. You agree not to attempt to settle a disputed debt by making a partial payment without obtaining our prior written permission to do so. You agree that any payment concerning a disputed debt, including an instrument tendered as full satisfaction of a debt, will be sent to Attn: Xplore Federal Credit Union, 5500 Veterans Memorial Blvd., Suite 100, Metairie, Louisiana 70003.

8. FINANCE CHARGE. The FINANCE CHARGE is the amount of money that you pay for the money you borrow. The FINANCE CHARGE will be the currently effective ANNUAL PERCENTAGE RATE (APR) that is disclosed to you in the Truth In Lending disclosure or any subsequent change in terms. You have a 25 day grace (no FINANCE CHARGE) period on your purchase balance and for new purchases if you paid the Total New Balance for purchases on your last statement by the end of the grace period. You also have a 25 day grace period for new purchases if you did not have a purchase balance on your last statement. The grace period starts on the statement closing date. If you do not pay the Total New Balance for purchases by the end of the grace period, the FINANCE CHARGE will be imposed on the unpaid purchase balance from the first day of the next billing cycle and on new purchases from the date of the transaction. The FINANCE CHARGE is imposed on cash advances, balance transfers, and convenience checks from the date of the transaction on your Account. Separate average daily balances are calculated for purchases, cash advances/convenience checks, and balance transfers. We figure the FINANCE CHARGE on your Account by applying the periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance" we take the beginning balance of your account each day, add any new purchases/advances/balance transfers, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." The FINANCE CHARGE will continue to accrue on your Account until what you owe under this Agreement is paid in full.

9. Interest. The periodic (interest) rates applicable to your Card/Account are disclosed on the Disclosure which accompanies this Agreement. If your rate is variable, we will add a margin, depending on your credit score, to the index to get the APR applicable to your Card/Account. If variable, the index used to establish the rate is the Prime Rate reported by the Federal Reserve on the first business day of the month prior to the month in which the rate will take effect. Changes in the variable rate will apply to the entire balance outstanding as of the date of the change. There is no limit on the amount by which variable rates may increase, except that we will not charge a rate that exceeds the maximum allowed by law.

10. 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 also be in default if (a) your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement, (b) you break any promise you have made to us under this Agreement or any other agreement you have with us, (c) any statement you have made in this Agreement, in connection with this Agreement or in connection with any other agreement you have with us is not true, or (d) we should otherwise feel insecure in receiving payment of the Account balance for whatever reason. If you are in default, we have the right to demand immediate payment of your full Account Balance at once without notice to you. If immediate payment is demanded, you agree to continue paying finance charge, at the periodic rate charged before default, until what you owe has been paid, and any security given for your Account may be applied towards what you owe. Except when prohibited by law, in the event of a default, you agree to pay all costs of collecting the amount you owe under this agreement including reasonable attorney's fees and costs.

11. Using the Card. If we issue you a Card, you may use it in person, by mail, over the telephone, or on the internet to make purchases from merchants and others who accept VISA. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program and from automated teller machines (ATMs), such as VISA ATM Network, which provide access to the VISA or system. (Not all ATMs provide such access). We may issue you a Personal Identification Number (PIN) which may be used to obtain cash

advance(s) from an ATM. This PIN is confidential and should not be disclosed to anyone. It is important to observe safety precautions when using an ATM machine. Always observe your surroundings and use a different ATM if the environment around the machine appears to be unsafe in any way. Use a different machine if the machine appears to have been altered. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. We may make a reasonable charge for photocopies of slips you request. For security reasons, we may block the use of the Card/Account in certain geographic areas. We have no liability to you or others in the event such a block should occur.

12. Returns and Adjustments. Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your Account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1 or more, refund it on your written request or automatically after 6 months.

13. Additional Benefits/Rewards. We may offer additional benefits; including cash back incentives, and rewards, from time to time, at no additional charge, on your Account. You acknowledge and agree that we are not obligated to offer such services and they may be withdrawn at any time.

14. Foreign Transactions. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by Visa, and you agree to accept those terms and to pay a foreign transaction fee equal to 2% of the amount of the transaction. The currency conversion rate used on the processing date may differ from the rate that would have been used on the date of the transaction and/or the statement posting date.

15. Plan Merchant Disputes. We are not responsible for the refusal of any plan merchant or financial institution to honor your Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and: (a) your purchase was made in response to an advertisement we sent or participated in sending you, or (b) your purchase cost more than \$50 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

16. Security Interest. As a condition of our granting you credit, you grant the Credit Union a consensual lien on all shares and/or deposits in the Credit Union. You also agree and acknowledge that the Credit Union has a statutory lien over said shares and/or deposits. If you are in default, we can apply any shares and/or deposits without prior notification. You agree that any cross-collateralization provision contained in any other agreement wherein you pledge collateral to secure all debts owed to the Credit Union will extend to this Account, and you agree that any security interest in any collateral will also secure this account. You grant the Credit Union a purchase money security interest on goods purchased with the Card.

17. Effect of Agreement. This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you any advance written notice required by law. Any amendment to this Agreement will take effect on the day it is mailed unless advance notice is required by law. Your use of the Card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing Account balance as well as to future transactions.

18. Statements and Notices. Statements and notices will be mailed to you at the most recent address you have given the Credit Union or delivered electronically as per your consent. Notice sent to any one of you will be considered notice to all of you. You must notify us of any address change.

19. General Terms. No delay in enforcement of our rights under this Agreement will result in any loss of our rights or relieve you of any of your obligations. If any provision of this Agreement is deemed invalid, the rest of this Agreement will remain in full force and effect. The paragraph headings are for convenience only and do not form a part of this Agreement. The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Louisiana and any applicable Federal law without regard to their choice of law provisions.

20. Fees. You agree to pay the fees disclosed to you in a tabular format. We may charge other fees for services that will be disclosed to you at the time the service is requested or on our Truth in Savings disclosure, as amended from time to time.

21. Skip-A-Payment: From time to time, solely at the option of the Credit Union, you may be given the option, for a fee, to skip a payment. If you elect to take advantage of the offer to skip a payment, the interest finance charge will continue to accrue during the month you choose to skip a payment and you must resume regular payments on the following payment due date.

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: Attn: Xplore Federal Credit Union, 5500 Veterans Memorial Blvd., Suite 100, Metairie, Louisiana 70003.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: 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. 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: Attn: Xplore Federal Credit Union, 5500 Veterans Memorial Blvd., Suite 100, Metairie, Louisiana 70003.

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.