



KEMBA CREDIT UNION, INC.  
 P. O. BOX 14090  
 CINCINNATI, OH 45250  
 (800) 825-3622  
 FAX (513) 762-1619

# CREDIT CARD AGREEMENT AND FEDERAL DISCLOSURE STATEMENT

THIS IS YOUR CREDIT CARD AGREEMENT AND IT INCLUDES NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, VISA PLATINUM AGREEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR VISA PLATINUM CREDIT CARD AND/OR OTHER ACCOUNT ACCESS DEVICE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) For Purchases	_____ % Introductory APR for _____ months. After that, Your APR will be _____ %.
Annual Percentage Rate (APR) For Balance Transfers	_____ % Introductory APR for _____ months. After that, Your APR will be _____ %.
Annual Percentage Rate (APR) For Cash Advances	_____ % Introductory APR for _____ months. After that, Your APR will be _____ %.
Paying Interest	We will not charge You interest on purchases if You pay Your entire balance owed each month within 25 days of Your statement closing date. We will begin charging interest on cash advances and balance transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a Credit Card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .

Fees	
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>Foreign Transaction</li> <li>Balance Transfer</li> <li>Cash Advance</li> </ul>	<b>1.00%</b> of each transaction in U.S. dollars. <b>2.00%</b> of each transfer ( <b>\$2.00</b> minimum - <b>\$50.00</b> maximum). <b>2.00%</b> of each advance ( <b>\$2.00</b> minimum - <b>\$50.00</b> maximum).
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>Returned Payment</li> <li>Late Payment</li> </ul>	Up to <b>\$25.00</b> Up to <b>\$25.00</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See Your Account Agreement for details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in Your Account Agreement.

In this Agreement, the reference to "We," "Us," "Our," and "Credit Union" mean KEMBA CREDIT UNION, INC. The words "You" and "Your" mean each person accepting this Agreement. If this is a joint account, read singular pronouns in the plural. The words "Card" and "Credit Card" mean any VISA Platinum Credit Card issued to You by Us and any duplicates or renewals We may issue. "Convenience Checks" mean the special Account access devices that We may provide for Your use from time to time.

Type of Credit Card	Current Daily Periodic Rate	Current Annual Percentage Rate
VISA Platinum	_____ %	_____ %

You understand the following terms constitute the Agreement:

**PROMISE TO PAY.** Your Account may be accessible through a variety of means which could include advance request forms, vouchers, checks, charge slips, Credit Cards, Convenience Checks, and the like. Regardless of the access means, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent, or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

**JOINT ACCOUNTS.** Each Borrower will be responsible, jointly and severally, for the repayment of amounts owed. You understand that any Card which is requested and approved, will be mailed only to the primary Borrower at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

**OWNERSHIP.** All access devices remain Our property and may be cancelled by Us at any time without notice. You agree to surrender any such access device and to discontinue its use immediately upon Our request.

**USE OF YOUR CARD.** You may use Your Card to buy goods and services in any place that it is honored and to get cash advances from Us or another financial institution. If You are issued a cash advance draft, it will be imprinted with Your Card and You will receive a copy of the draft. You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law.

**ISSUANCE OF PERSONAL IDENTIFICATION NUMBER.** We will issue You a Personal Identification Number (PIN) for use with Your Card. This PIN is confidential and should not be disclosed to anyone. You may use Your PIN and Your Card to access Your Account and all sums advanced will be added to Your Account balance. In the event a use of Your PIN constitutes an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may affect Your rights.

**CREDIT LIMITS.** You will be notified of Your specific Credit Limit for transactions made under Your Account. Unless You are in default, Your Credit Limit will be self-replenishing as You make payments on Your Account. You will keep Your unpaid balance within Your Credit Limit, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advance which caused You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

**FINANCE CHARGES.** In the case of any transactions on Your Account, the balances subject to the periodic Finance Charge are the average daily transactions balances outstanding during the month (including new transactions). To get the average daily balance, We take the beginning balance of Your Account each day, add any new purchases, balance transfers, cash advances, insurance premiums, debit adjustments, or other charges and subtract any payments, credits, and unpaid Finance Charges or Late Charges. This gives Us the daily balance. Then, We add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for a billing cycle is computed by multiplying the average daily balance subject to a Finance Charge by the Daily Periodic Rate times the number of days in the billing cycle.

You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month within 25 days of Your statement closing date. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to Your Account, will be subject to a Finance Charge. Cash advances and balance transfers are always subject to a Finance Charge from the date they are posted to Your Account.

Purchase, balance transfer, and cash advance transactions will accrue finance charges at a discounted introductory Daily Periodic Rate of \_\_\_\_\_% (corresponding to an **ANNUAL PERCENTAGE RATE** of \_\_\_\_\_%) for the \_\_\_\_\_ month period immediately following the date You establish such Card. Upon the expiration of the introductory rate period, the Daily Periodic Rate applicable to the entire balance of purchases and balance transfers will immediately increase to the non-introductory rate described elsewhere in this Agreement.

**MINIMUM MONTHLY PAYMENT.** Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay Your Account or make larger payments at any time without penalty. You will only be charged periodic Finance Charges to the date You repay Your entire Account balance. Any partial payment or prepayment of Your Account will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States.

Payments will be applied in the following order: (a) any Fees and Charges owing; (b) any Finance Charges due; (c) the balance for cash advances; (d) the balance for balance transfers; and then to (e) the balance for purchases.

Any unpaid portion of any Finance Charges and Late Charges will be paid by subsequent payments and will not be added to the principal. You understand that any payment that delays the repayment of Your unpaid balance will increase Your Finance

Charge and any payment that accelerates the reduction of Your unpaid balance will decrease Your Finance Charges.

Minimum Monthly Payments for advances on Your Account will be an amount equal to 2.00% of Your balance at the end of each billing cycle, subject to the lesser of \$10.00 or Your Account balance, plus any portion of the Minimum Payments shown on prior statement(s) which remains unpaid, plus any amount that exceeds Your approved Credit Limit

**CONSENSUAL LIEN ON SHARES.** As permitted by law, You grant and consent to a lien on Your shares or other deposit accounts with Us (other than those deposits established under a governmental-approved tax deferral plan such as an IRA or Keogh account) and any dividends due or to become due to You from Us to the extent You owe on any unpaid Credit Card balance.

**OTHER SECURITY.** Collateral (other than household goods or any dwelling) given as security under this Agreement or for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the "Truth-in-Lending Disclosure" in any particular Agreement evidencing such debt.

**PERIODIC STATEMENT.** On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each billing cycle in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. Each statement is deemed to be a correct statement of account unless You establish a billing error pursuant to the Federal Truth-In-Lending Act.

**OUR RESPONSIBILITIES TO HONOR CONVENIENCE CHECKS.** We are under no obligation to honor Your Convenience Checks if: (1) by paying a Convenience Check, You would exceed Your Credit Limit; (2) Your Cards or Convenience Checks have been reported lost or stolen; (3) Your Account has been cancelled or has expired; and (4) a Convenience Check is used for payment on this or any other loan Account with Us. If a postdated Convenience Check is paid and, as a result, any other Convenience Check is returned unpaid, We are not responsible for any resulting loss or liability.

**TRANSACTION SLIPS.** Your periodic statement will identify the merchant, electronic terminal, or financial institution at which transactions were made, but sales, cash advances, credit, or other slips will not be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify Your monthly statement.

**CREDITS.** If a merchant who honors Your Card gives You credit for returns or adjustments, the merchant will do so by sending Us a slip which will be posted to Your Account. If Your credits and payments exceed what You owe Us, We will hold and apply this credit against future purchases and cash advances, or if it is \$1.00 or more, refund it on Your written request or automatically deposit it to Your share account after 6 months.

**LATE CHARGE.** If Your payment is not received within 55 days of the Statement Closing Date of the statement for which that payment is due, You will be charged the lesser of: (a) the amount of the minimum payment due; or (b) \$25.00.

**OTHER FEES AND CHARGES.** You will be charged the following fees and charges associated with the use of Your Credit Card: (a) the lesser of \$25.00 or the required minimum payment amount for the returned payment for any check (or other negotiable instrument used for payment) which is returned unpaid; (b) \$5.00 for each sales draft copy You request; (c) a cash advance fee FINANCE CHARGE in an amount equal to 2.00% of the total amount advanced, subject to a minimum of \$2.00 and a maximum of \$50.00; (d) a balance transfer fee FINANCE CHARGE in an amount equal to 2.00% of the total amount transferred, subject to a minimum of \$2.00 and a maximum of \$50.00; and (e) \$20.00 for each Card that You request be delivered on an expedited basis.

**DEFAULT.** You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any insolvency, receivership, or custodial proceeding brought by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (d) A judgment or tax lien should be filed against You or any attachment, or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

If You are in default, We may, without notice or demand, and to the extent permitted by law, cancel Your rights under this Agreement, declare the entire unpaid balance immediately due and payable and require the return of all Cards and other Account Access devices.

**COLLECTION COSTS.** To the extent permitted by law, You will reimburse Us for all of Our costs and expenses, including reasonable attorneys' fees incurred in the

course of collecting any amounts owed under this Agreement or for the recovery of any collateral.

**CREDIT INSURANCE.** Credit insurance is not required for any extension of credit under this Agreement. However, You may purchase any credit insurance available through Us and have the premiums added to the outstanding balance of Your Account. If You elect to do so, You will be given the necessary disclosures and documents separately. Any credit insurance premiums will be charged to Your Account as a purchase.

**ENFORCEMENT.** We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments, or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

**UNAUTHORIZED USE.** You may be liable for the unauthorized use of Your Account. You will not be liable for the unauthorized use that occurs after You notify Us orally and in writing at the address or telephone number shown in this Agreement, of the loss, theft, or possible unauthorized use. In any case, Your liability will not exceed \$50.00.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly in writing if You move or otherwise have a change of address.

**CHANGE IN TERMS.** We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-In-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

**REFUSAL TO HONOR CARDS OR CONVENIENCE CHECKS.** We are not liable for the refusal or inability of merchants, financial institutions, and others to accept the Cards or Convenience Checks, or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of the Cards or Convenience Checks.

**LOST CARDS.** To report lost or stolen Credit Cards, You will call Us immediately at (800) 825-3622 or (513) 762-5070 or, You can write to Us at P. O. Box 14090, Cincinnati, OH, 45250-0090.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by VISA, from the 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 (b) the government-mandated rate in effect for the applicable central processing date.

For all transactions, You will be charged 1.00% calculated on the final settlement amount.

**EFFECT OF AGREEMENT.** Even though the sales, cash advance, credit, or other slips You may sign or receive when using the Card contain terms, this Agreement is the contract which solely applies to all transactions involving Your Account.

**CONSENT TO AGREEMENT.** You acknowledge receipt of a copy of this Agreement. By signing the Application and Your Credit Card, by using the Card, by using Your Account, or by authorizing another to use Your Account, You agree to accept its terms.

**INTEGRATED DOCUMENTS.** Any separate sheet of paper labeled "Additional Disclosure - Federal Truth-In-Lending Act" which is delivered to You and relates to this Agreement is an integrated part of this Agreement and Disclosure.

**UPDATING AND DISCLOSING FINANCIAL INFORMATION.** You will provide facts to update personal information or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing, and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, a prospective employer or insurer, or a state or federal licensing agency having any apparent legitimate business need for such information.

**TERMINATION.** Subject to applicable law, either You or We may cancel Your Account at any time whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of this Agreement.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of Ohio except to the extent that such laws are inconsistent with controlling federal law.

### **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 Our address shown in this Agreement. 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.
- 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 \$50.00 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 \$50.00. (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 Our address shown in this Agreement.

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.



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## PRICING INFORMATION ADDENDUM – CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT

THIS IS YOUR ADDENDUM THAT CONTAINS PRICING INFORMATION FOR YOUR VISA PLATINUM CREDIT CARD. PLEASE BE CERTAIN TO READ THIS ADDENDUM CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Interest Rate and Interest Charges	
<b>Annual Percentage Rate (APR) For Purchases</b>	<p><b>0.00%</b> Introductory APR for 12 months.            After that, Your APR will be <b>9.90%</b>.</p> <p><b>0.00%</b> Introductory APR for 24 months.            After that, Your APR will be <b>9.90%</b>.</p>
<b>Annual Percentage Rate (APR) For Balance Transfers</b>	<p><b>0.00%</b> Introductory APR for 12 months.            After that, Your APR will be <b>9.90%</b>.</p> <p><b>0.00%</b> Introductory APR for 24 months.            After that, Your APR will be <b>9.90%</b>.</p>
<b>Annual Percentage Rate (APR) For Cash Advances</b>	<p><b>0.00%</b> Introductory APR for 12 months.            After that, Your APR will be <b>9.90%</b>.</p> <p><b>0.00%</b> Introductory APR for 24 months.            After that, Your APR will be <b>9.90%</b>.</p>
<b>Paying Interest</b>	We will not charge You interest on purchases if You pay Your entire balance owed each month within 25 days of Your statement closing date. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<p><b>To learn more about factors to consider when applying for or using a Credit Card, visit the website of the Consumer Financial Protection Bureau at</b>  <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</p>

Fees	
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>Foreign Transaction</li> <li>Balance Transfer</li> <li>Cash Advance</li> </ul>	<p><b>1.00%</b> of each transaction in U.S. dollars.</p> <p><b>2.00%</b> of each transfer (<b>\$2.00</b> minimum - <b>\$50.00</b> maximum).</p> <p><b>2.00%</b> of each advance (<b>\$2.00</b> minimum - <b>\$50.00</b> maximum).</p>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>Returned Payment</li> <li>Late Payment</li> </ul>	<p>Up to <b>\$25.00</b></p> <p>Up to <b>\$25.00</b></p>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See Your Account Agreement for details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in Your Account Agreement.

**FINANCE CHARGES.** In the case of any transactions on Your Account, the balances subject to the periodic Finance Charge are the average daily transactions balances outstanding during the month (including new transactions). To get the average daily balance, We take the beginning balance of Your Account each day, add any new purchases, balance transfers, cash advances, insurance premiums, debit adjustments, or other charges and subtract any payments, credits, and unpaid Finance Charges or Late Charges. This gives Us the daily balance. Then, We add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for a billing cycle is computed by multiplying the average daily balance subject to a Finance Charge by the Daily Periodic Rate times the number of days in the billing cycle.

You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month within 25 days of Your statement closing date. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to Your Account, will be subject to a Finance Charge. Cash advances and balance transfers are always subject to a Finance Charge from the date they are posted to Your Account.

For VISA Platinum Credit Card transactions that are subject to a 12-month discounted introductory rate, transactions for purchases, balance transfers, and cash advances will accrue finance charges at a discounted introductory Daily Periodic Rate of 0.000000% (corresponding to an **ANNUAL PERCENTAGE RATE** of 0.00%) for the 12-month period immediately following the date Your Account is established. Upon the expiration of the introductory rate period, the Daily Periodic Rate applicable to the entire balance of purchases, balance transfers, and cash advances will immediately increase to 0.027123% (corresponding to an **ANNUAL PERCENTAGE RATE** of 9.90%).

For VISA Platinum Credit Card transactions that are subject to a 24-month discounted introductory rate, transactions for purchases, balance transfers, and cash advances will accrue finance charges at a discounted introductory Daily Periodic Rate of 0.000000% (corresponding to an **ANNUAL PERCENTAGE RATE** of 0.00%) for the 24-month period immediately following the date Your Account is established. Upon the expiration of the introductory rate period, the Daily Periodic Rate applicable to the entire balance of purchases, balance transfers, and cash advances will immediately increase to 0.027123% (corresponding to an **ANNUAL PERCENTAGE RATE** of 9.90%).