

Marshall Community Credit Union Credit Card Agreement & Disclosures

Revised 2016

Important VISA Credit Card Disclosure. The information about costs of the Card are accurate as of the effective date shown above. You can call or write us to inquire if any changes occurred since the last effective date.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<p style="text-align: center;">MCCU Wise Rate</p> <p>An 8.9% to 16.9% fixed rate. The rate you qualify for is based upon credit-worthiness. A Credit Union Members First Representative can tell you the rate you qualify for at time of application.</p> <p style="text-align: center;">MCCU Wise Rewards</p> <p>A 12.9% to 20.9% fixed rate. The rate you qualify for is based upon credit-worthiness. A Credit Union Members First Representative can tell you the rate you qualify for at time of application.</p>
APR for Cash Advances	MCCU Wise Rate: 8.9% to 16.9%* APR MCCU Wise Rewards: 12.9% to 20.9%* APR
APR for Balance Transfers	MCCU Wise Rate: 8.9% to 16.9%* APR MCCU Wise Rewards: 12.9% to 20.9%* APR
How to avoid paying interest on purchases	You will have a minimum of 25 days to repay your account balance before a finance charge on purchases will be imposed.
Minimum Interest Charge	None
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 http://www.consumerfinance.gov/learnmore
Fees	
Annual Fees	None
Transaction Fees	
Balance Transfer	None
Cash Advance	None
Foreign Transaction Fee	1% of transaction amount, whether or not charged in U.S. dollars
Penalty Fees	
Late Payment	\$20 following the payment due date
Over-the Credit Limit	None
Returned Payment	None

How we calculate your balance: We use a method called *average daily balance (including new purchases)*

***The Annual Percentage Rate (APR)** for your account is determined based upon the credit score of the primary borrower, at the time of application. The APR will remain fixed for the life of the account.

MCCU Wise Rate and Wise Rewards Visa Account Agreement

In this **Agreement** the words "you" and "your" are to mean each and all of those who agree to be bound by this Agreement; "Card" or "Cards" means a VISA credit card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means your VISA credit card line of credit account with the Credit Union, and "Credit Union" means Marshall Community Credit Union or anyone to whom the Credit Union transfers this Agreement.

1. Using Your Account. If you are approved for an Account, the Credit Union will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") that you will have outstanding on your Account at any time. Each payment you make to your Account will restore your credit limit by the amount of the payment, unless you are over your credit limit. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.

2. Using the VISA Card. You may use your Card to make purchases from merchants and others who accept VISA Cards. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept VISA Cards, and from some automated teller machines (ATMs), such as the VISA ATM Network, that accept VISA Cards. (Not all ATMs accept VISA Cards.) To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your card. You agree not to make or permit to be made any illegal transactions on your Account through the use of a Card, a Check or in any other manner. We will deny authorization for any Internet gambling transactions.

3. Promise to Pay. You promise to pay for a) all purchases, cash advances, and balance transfers made by you or anyone whom you authorize to use the Card or Account; b) FINANCE CHARGES and other charges or fees; c) collection costs and attorney's fees as permitted by applicable law, and any costs incurred in the recovery of the Card; and d) credit in excess of your credit limit that we may extend to you. At the end of each monthly billing cycle for which there is a balance on the Account, you will be furnished with a periodic statement showing i) the "Previous Balance" (the outstanding balance in the Account at the beginning of the billing cycle), ii) the amount of all cash advances, purchases, balance transfers, Late Charges, FINANCE CHARGES, and other charges or fees posted to your Account during the billing cycle, iii) the amount of all payments and credits posted to your Account during the billing cycle, and iv) the "New Balance."

4. Payments. Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement. 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 New Balance in full. If you make extra payments 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 3 % of your Total New Balance, but not less than \$20, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. If the New balance is \$20.00 or less, you agree to pay it in full. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

5. Crediting of Payments. The Credit Union does not charge for payments made directly to the disclosed payment address (via standard mail or electronically). If a fee is charged for any expedited payment service or for a payment collected at our office, that fee will be disclosed at the time the service is requested. All payments received by 5:00pm Eastern Standard Time at the address designated for payment on the periodic statement, will be credited to your account as of the date of receipt. If a payment is made at any location other than said designated address on the periodic statement, credit for such payment may be delayed and/or subject to a fee. Payments will be applied first to collection costs, then to any late charges, then to any FINANCE CHARGE due, and then to any unpaid principal balance. Payments in excess of the Minimum Payment will be applied to balances subject to the highest APR first.

6. Default. You will be in default if 1) you fail to make any minimum payment or other required payment by the date that it is due; 2) you fail to keep any promise you make under this Agreement; 3) if you are the subject of relief under Title 11 of the U.S. Code (Bankruptcy); 4) if you make any false or misleading statements in any credit application or credit update; 5) if the Credit Union reasonably believes that you are unable or unwilling to repay or perform your obligations to the Credit Union.

When you are in default the Credit Union has the right to demand immediate payment of your full Account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your Account may be applied towards what you owe. You expressly waive any right to notice of our intention to accelerate and notice that your debt has been accelerated.

7. Security Interest. If you give the Credit Union a specific pledge of shares by signing a separate agreement, your Account will be secured by your pledged shares. *Universal Pledge of Share Accounts.* Note: You pledge to us and grant a security interest in all individual and joint accounts you have with us now and in the future to secure your credit card account. You authorize us to apply the balance in your account(s) to pay any amounts due under this agreement if you should default. Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law, if given as security, are not subject to the security interest being given.

8. Finance Charges. **Finance Charges** for cash advances will begin to accrue on the date of the advance. A **Finance Charge** will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25 day period, a **Finance Charge** will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your 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 applicable periodic rate used to compute the **Finance Charge** is based on the rate determined at the time of application, based upon the primary borrower's credit score. The **ANNUAL PERCENTAGE RATE** for the **MCCU Wise Rate Visa Card** for any given billing cycle will be 8.90% (credit scores 740+), 10.90% (credit scores 700-739), 12.90% (credit scores 660-699), 14.90% (credit scores 630-659), or 16.90% (credit scores 0-629). This **ANNUAL PERCENTAGE RATE** is referred to in this agreement as the "Fixed Rate." The **ANNUAL PERCENTAGE RATE** for the **MCCU Wise Rewards Visa Card** for any given billing cycle will be 12.90% (credit scores 740+), 14.90% (credit scores 700-739), 16.90% (credit scores 660-699), 18.90% (credit scores 630-659), or 20.90% (credit scores 0-629). This **ANNUAL PERCENTAGE RATE** is referred to in this agreement as the "Fixed Rate." The daily periodic rate for the account is detailed in the attached Truth in Lending Disclosure, as of 1/1/2010.

The **Finance Charge** for a billing cycle is computed by applying the **ANNUAL PERCENTAGE RATE** to the average daily balance of Credit Purchases, 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 Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payments as received and credits as posted to your account but excluding any unpaid **Finance Charges**.

A **Finance Charge** will be imposed on Cash Advances from the date of the Cash Advance and will otherwise be calculated in the same manner as explained above for Credit Purchases.

9. Other Charges. The following other charges (fees) will be added to your Account, as applicable: **Over the Credit Limit Fee:** None. **Late Fee:** A late charge of \$20.00 will be added to your account if you are late in making a payment, **International Transaction Fee:** A 1 % International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer.

10. Changing or Terminating Your Account. The Credit Union may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. Use of your Card after receiving notice of a change will indicate your agreement to the change.

If permitted by law and specified in the notice to you, the change will apply to your existing Account Balance as well as to future transactions.

Either you or the Credit Union may terminate this agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized.

The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by you or the Credit Union. If this is a joint Account, Section 17 of this Agreement also applies to termination of the Account.

11. Credit Information. You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

12. Additional Benefits/Card Enhancements. The Credit Union may from time to time offer additional services to your Account at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

13. 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 for transactions in a foreign currency will be 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 the government mandated rate in effect for the applicable central processing date. The currency exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

14. Merchant Disputes. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider (unless a local law states that you do not have to make such an attempt), and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

15. Returns and Adjustments. Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by submitting a credit slip which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six

months.

16. Liability for Unauthorized Use-Lost/Stolen Card Notification. Your card is protected by the VISA Zero Liability policy. You will not be liable for unauthorized use of your card if you notify us within 60 days of the statement date on which the unauthorized transaction appears. This policy does not cover commercial cards, ATM and non-VISA branded PIN transactions. If proper notification requirements are not met, or the transaction falls into one of the previously mentioned policy exclusions, you may be liable for the unauthorized use of your card. In any case, where you have followed the proper notification requirements, your liability will not exceed \$50. You can notify the credit union by calling 800.449.7728; available 24 hours a day.

17. Joint Accounts. If this agreement is executed by more than one person, then notwithstanding any provision of this Agreement designating responsibility to any one Cardholder for remitting payments, each applicant shall be jointly and individually liable for all charges made to the Account, including applicable fees. In addition, it is agreed that each applicant designates the other as agent for the purpose of making purchases extended under this Agreement and each use of the Account shall be an extension of credit to all. Notice to one applicant shall constitute notice to all. Any joint cardholder may terminate the Account and the termination will be effective as to all.

18. Effect of Agreement. This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

19. No Waiver. The Credit Union can delay enforcing any of its rights any number of times without losing them.

20. Statement and Notices. Statements and notices are available in paper form or electronically. Statements will be sent to the most recent address/email address you have given the Credit Union. Notice sent to any account holder will be considered notice to all.

21. Severability. If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

22. Governing Law. This Agreement is governed by the Credit Union's bylaws, Federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

23. Copy Received. You acknowledge that you have received a copy of this Agreement.

24. Signatures. By signing in the Signature area of the application form for your MCCU Wise Rate or MCCU Wise Rewards Visa Card account, you agree to the terms of this Agreement. You should retain this Agreement for your records.

MCCU Wise Rewards Visa Card Terms and Conditions

MCCU Wise Rewards Visa Credit Cards

All rebates outstanding are forfeited when card is cancelled. The services to administer the Program are being provided by and are the responsibility of PSCU, Inc. (PSCU), the Administrator. All Program rules determinations made by Marshall Community Credit Union and/or PSCU, Inc. are final. Any actions taken by Marshall Community Credit Union, PSCU, Inc., or a cardholder under these Program Terms and Conditions are binding on all cardholders, and notice to one cardholder is effective notice to all cardholder on an account. You, as cardholder, by the use of your card(s) following receipt of these Terms and Conditions will indicate your agreement to comply with and abide by these Terms and Conditions.

Reward Program Rules

- 1. Enrollment.** You will automatically be enrolled in the Program upon approval of your Marshall Community Credit Union Wise Rewards Visa Card account. You will earn one percent (1%) in rebate dollars for every dollar of qualifying purchases made using the card account issued in your name. Rebate dollars are calculated by taking the total dollar amount of qualifying purchases made by all cards on the applicable card account during your monthly billing cycle, less any credits or returns, and multiplying by 1.0%. Some transaction types may not be eligible for rebates. Contact Marshall Community Credit Union to determine transaction eligibility, eligibility dates, or for special promotions.
- 2. Qualifying Purchases.** The term "qualifying purchases" means the amount of your retail purchases of goods or services in a billing cycle less: (a) amounts credited to your account during the billing cycle from refunds and returns, (b) amounts relating to unauthorized or fraudulent transactions during the billing cycle, and (c) other adjustments. You do not earn rebate dollars on balance transfers, cash advances, interest, unauthorized or fraudulent transactions, or fees of any kind. Marshall Community Credit Union and PSCU, Inc. (PSCU) reserve the right to determine, at our sole discretion, whether a particular transaction is a qualifying purchase.

3. **Good Standing.** Your card account must be in good standing (not cancelled or terminated, delinquent, over limit, or otherwise not available for use for charges) at the time of rebate pay-out. Rebates are forfeited when your card account is in default or charged off by Marshall Community Credit Union under the card agreement. Marshall Community Credit Union reserves the right to terminate or suspend your participation in the program if your account is not in good standing.
4. **Rebate Calculations.** If any calculations result in a fractional rebate dollar, then such fractional amount will be rounded to the nearest one hundredth (0.01) of a rebate dollar.
5. **Rebate Posting.** Rebate dollars will be calculated at the end of your monthly billing cycle and will automatically be posted as a credit to your card account. No rebate dollars, or portions of a dollar, carry over to the following billing cycle.
6. **Promotional Offers.** From time to time there may be promotional offers for the Program which provide the opportunity to earn additional rebate dollars. Marshall Community Credit Union reserves the right to discontinue, change, and add promotional offerings at any time, without notice.
 - a. **New Account Rebate Bonus** - You will automatically be enrolled in the **New Account Rebate Bonus** upon approval of your Marshall Community Credit Union Wise Rewards VISA account. You will earn a one-time bonus of fifty dollars (\$50) if \$1,500 in combined qualified purchases are made and posted within the first 90 days of account opening. Accounts transferred from the Wise Rate VISA Credit Card are not eligible for the New Account Rebate Bonus.
 - b. **New Account Balance Transfer Promotion** – You will automatically be enrolled in the New Account Balance Transfer Promotion upon approval of your Marshall Community Credit Union Wise Rewards VISA account. Balances transferred to your Wise Rewards account, within the first thirty (30) days of account opening, will receive a rate of 0% APR (Annual Percentage Rate) for six (6) months. Accounts transferred from the Wise Rate VISA Credit Card are not eligible for the New Account Balance Transfer Promotion. Balances transferred from other MCCU credit cards or loans are not eligible for the New Account Balance Transfer Promotion.
7. **Right to Modify Terms and Conditions.** Marshall Community Credit Union, and/or PSCU, Inc. reserve the right to cancel, modify, restrict, waive or terminate the Program, or aspects or features of the Program or its Terms and Conditions at any time without restriction or penalty, and without prior notice. This means that regardless of your level of activity in the Program, the ability to accumulate point or receive rebates can be changed or terminated with or without prior notice.
8. **Forfeit of Rebates.** Rebates may be forfeited due to violations of the Terms and Conditions.
9. **Lost or Stolen Card.** When a card account is closed and transferred automatically to another card account due to lost or stolen cards on the existing account, rebates earned will move to the new account. The new account will begin earning rebates from the time the automatic transfer is performed.
10. **Examination of Statement.** You are solely responsible for reviewing your rebate dollars awarded on each monthly Marshall Community Credit Union Visa billing statement. You have sixty (60) days from the date of your billing statement to notify us of any suspected or actual error on your billing statement relating to the rebate dollars posted to your card account.
11. **Disclosure of Information.** You agree and authorize Marshall Community Credit Union and PSCU, Inc. to freely disclose and share information with respect to your participation in the Program and rebates earned and awarded. You also agree and authorize Marshall Community Credit Union and PSCU, Inc. to freely disclose to any third party (a) where it is necessary for completing the rebate award; or (b) in order to comply with legal process, subpoena, or other mandatory disclosure requirements; or (c) when we believe it is necessary in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, or violations of these Terms and Conditions or the Credit Card Agreement.

**YOUR BILLING RIGHTS - KEEP THIS NOTICE
FOR FUTURE USE**

Marshall Community Credit Union
839 West Green St Marshall, MI 49068
1157 East Michigan Ave Battle Creek 49014
marshallcommunitycu.com
Ph 269.781.9885