

VISA® CREDIT CARD AGREEMENT

12/28/12

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO EITHER THE FEDERAL ARBITRATION ACT OR STATE LAW AS APPLICABLE. (See Paragraph 19 of this Credit Card Agreement for complete details.)

In this Agreement the words you and your mean each and all of those who apply for the card or who sign the application. Card means a Visa Credit Card and any duplicates and renewals we issue. Account means your Visa Credit Card Line of Credit account with us. We, us, ours and Credit Union mean TruChoice Federal Credit Union.

1. Responsibility. If we issue you a card, you agree to pay all debts and the FIN ANCE CHARGE arising from the use of the card and the card account. You are responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and 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. If more than one person has applied for a card or signed the application, paragraph 15 below also applies to your account. You agree that you will not use or allow anyone else to use your card for any transaction that is illegal under applicable federal, state, or local law.

Business/Commercial Members Are Prohibited from Engaging In Unlawful Internet Gambling – Unlawful Internet Gambling Enforcement Act Notice: Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in illegal or unlawful Internet gambling.

2. Lost Card Notification. If you believe your credit card has been lost or stolen, you will immediately call the Credit Union at 207-772-0808, during business hours or 800-991-4961 after hours.

3. Liability for Unauthorized Use. You will not be liable to the credit union for the unauthorized use of your card if the unauthorized use was not caused by your gross negligence or fraud. In any case, your liability to the credit union will not exceed \$50.00 for other unauthorized use of your card that occurs prior to the time when you give notice of possible unauthorized use to the credit union at 272 Park Avenue, Portland, Maine 207-772-0808.

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. You may request an increase in your Credit Line only by written application to us, and subject to approval by us. By giving you written notice we may reduce your Credit Line from time to time or, with good cause, revoke your card and terminate this Agreement. Good cause includes your failure to comply with this Agreement or our adverse reevaluation of your credit-worthiness. You may also terminate this Agreement at any time, but termination by either of 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. Details About Your Monthly Payment.

(a) Monthly Statement. We will mail you a statement every month showing your Previous Balance of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the New Balance of purchases and cash advances, the Total New Balance, the finance charge due to date, and the Minimum Payment Required.

(b) Minimum Payment. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. By separate agreement you may authorize us to charge the minimum payment automatically to your share or share draft account with us. You may, of course, pay more frequently, pay more than the minimum payment, or pay the Total New Balance in full, and you will reduce the finance charge by doing so. The Minimum Payment will be any portion of the Minimum Payments shown on prior statements which remain unpaid plus either (a) 2% of your Total New Balance or \$10.00, whichever is greater, or (b) your Total New Balance if it is less than \$10.00. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand.

(c) Payments made to your account will be applied in the following order: Fees and Finance Charges; Previously Billed Purchases; Cash Advances; New Purchases. We may accept checks marked "payment in full" or words of similar effect without losing any of our rights to collect the full balance of your account with us.

7. Finance Charges.

(a) When Finance Charge Begins. A finance charge will be imposed on cash advances from the date made or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later, and will continue to accrue until the date of payment. A finance charge will be imposed on purchases only if you elect not to pay the entire new balance of purchases shown on your monthly statement within 25 days from the closing date of that statement. If you elect not to pay the entire new balance of purchases shown on your monthly statement within that 25 day period, a finance charge will be imposed on the unpaid average daily balance of those purchases from the statement closing date (but not on purchases posted during the current billing period) and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire new balance of purchases is paid in full or until the date of payment if more than 25 days from the closing date.

(b) Figuring the Finance Charge. The Finance Charge is figured by applying a Monthly Periodic Rate (MPR) to the average daily balances of Purchases and Cash Advances. The Monthly Periodic Rate is determined by dividing the **ANNUAL PERCENTAGE RATE (APR)** by twelve (12). The Monthly Periodic Rate and **ANNUAL PERCENTAGE RATE** used to calculate the Finance Charge are:

Visa® Account	
APR	9.90%*
MPR	0.82%*

The Credit Union, in its sole discretion, may change the Monthly Periodic Rate and ANNUAL PERCENTAGE RATE from time to time. Any change in the Finance Charge shall apply both to the outstanding balance and any new Purchase and Cash Advances.

*The APR and MPR are the Credit Union's A+ Rate. Your rate may vary based on individual creditworthiness and our underwriting standards. For members who do not meet the A+ rate requirements, 1% - 9.1% will be added to the APR, with a corresponding increase to the MPR as follows:

	Category				
	A	B	C	D	E
APR	10.90%	12.90%	14.90%	16.90%	18.00%
MPR	0.91%	1.08%	1.24%	1.41%	1.50%

You may consult with one of our Financial Services Representatives regarding the category assigned after evaluation of a completed application for our credit card services. Your APR will be set forth in each monthly statement.

(i) Cash Advances. The finance charge on cash advances for a billing cycle is computed by applying the monthly periodic rate to the average daily balance, 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 is determined by adding to the previous balance for cash advances (the outstanding cash advance balance of your account at the beginning of the billing cycle) any new cash advances received and subtracting any payments as received or credits as posted to your account, but excluding any unpaid finance charges.

(ii) Purchases. The finance charge on purchases for a billing cycle is computed by applying the monthly periodic rate to the average daily balance of purchases, which is determined by dividing the sum of the daily balances of purchases during the billing cycle by the number of days in the cycle. Each daily balance of purchases is determined by subtracting from the outstanding unpaid balance of purchases at the beginning of the billing cycle any payments as received and credits as posted to your account, but excluding any unpaid finance charges.

8. Default.

(a) Default. You will be in default if you fail to make any Minimum Payment within 25 days after your monthly statement closing date. You will also be in default if your ability to repay 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. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. The Credit Union may exercise the right to suspend all Credit Union services until such default has been resolved.

(b) Penalty Rate. TruChoice Federal Credit Union will adjust the interest rate on your account whenever your account is 60 days past due. We will change the interest rate to a fixed rate as high as 18% ANN UAL PER CEN TAGE RATE, which is a monthly periodic rate of 1.50%, on the first day of the billing cycle following the cycle that was 60 days past due.

9. Using the Card. To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the card to a participating Visa Credit Card merchant, to us, or to another financial institution, and sign the sales or cash advance draft which is imprinted with your card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card in an Automated Teller Machine or other type of electronic terminal that provides access to the Visa Credit Card system. 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. The Credit Union may make a reasonable charge for photocopies of slips you request.

10. 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 six (6) months.

11. Foreign Transactions. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the International Transaction Fee on your account statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements. Visa charges 0.8% for international transactions that do not involve currency conversions. 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. This rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date plus the 1% International Transaction Fee.

Visa assessed surcharge/access fee for ATM or manual cash disbursement transactions initiated outside of the U.S. region.* Visa assesses a cash disbursement fee of U.S. \$1.25 on inter-national ATM transactions where a surcharge fee has not been assessed. Visa assesses a cash disbursement fee of U.S. \$0.50 on international ATM transactions where a surcharge fee has been assessed. *Except in Visa Europe Region.

12. 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 to you, or we own or operate the merchant; 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.

13. Security Agreement. In consideration for and as a condition of the Credit Union making open-end loan advances available to you via the Account and to secure all of your obligations to us on your Account:

- (a) You grant us a purchase money security interest in any goods you purchase through the Account;
- (b) You grant to us a consensual security interest in all of your Credit Union shares (deposits), both now existing and in the future created, to secure your Account. You authorize us to apply your shares to pay any amounts due under this agreement if you should default;
- (c) You acknowledge our statutory lien rights under the Federal Credit Union Act and agree that such a lien is impressed as of the date that this Account is opened; and,
- (d) You agree that your Account will also be secured by the property described in any other security agreements signed with us, whether now owned or acquired in the future, except for your primary residence.

“Shares” as used in this section means presently existing or in the future deposited funds in any jointly or individually owned share, share draft, club, certificate, PO D, revocable trust, custodial or any other form of account maintained with us, but shall exclude any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested interest.

If you default in your obligations to us under this agreement, as may be amended from time to time, we will have the right to exercise all of the rights granted hereunder and all other rights of a secured party under Article 9 of the Uniform Commercial Code and as otherwise permitted by law.

14. 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 the advance written notice 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.

15. Joint Liability. If this is a joint account, each person on the account must sign the agreement. Each person who has signed the application or applied for a card will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the account and the termination will be effective as to all of you.

16. Other Charges. The following charges will be added to your account, as applicable: a rush order fee of \$10.00; a late fee of \$25.00 (over 20 days); a copy of statement fee of \$5.00; a copy of a sales draft fee of \$5.00; a returned payment fee of \$25.00; a card replacement fee of \$10.00; an inactivity fee of \$25.00 for no transactions in a 12 month period.

17. Copy Received. You acknowledge receipt of a copy of this Agreement.

18. Signatures. By signing in the Signature area of the application form that was attached to this Agreement when you received it, you agree to the terms of this Agreement. You should detach this Agreement from the application and retain it for your records.

19. Binding Arbitration. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION PROVISION SUBSTANTIALLY LIMITS OR AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY. NEITHER PARTY WILL HAVE A RIGHT TO HAVE A JURY DECIDE ANY CLAIM OR DISPUTE, AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER. FURTHER NEITHER PARTY OR ANYONE ON THEIR BEHALF CAN PURSUE A CLAIM OR DISPUTE IN A CLASS OR REPRESENTATIVE ACTION.

Arbitration is a method of deciding disputes outside the court system. The parties agree and understand that they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This provision governs when and how any disputes you and we may have will be decided. Unless specifically prohibited by applicable law, all disputes, claims, damages, choses in action, claims for injunctive relief or controversies arising from or relating in any way to the agreements, relationships, accounts, loans, or security agreements between you and us; the relationships which result or arise as a result of this Agreement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in or ancillary to any bankruptcy or other insolvency proceeding; or the validity of this clause (together referred to collectively as Agreement), shall be resolved by binding arbitration by a single arbitrator chosen with the consent of both parties. The arbitrator must be an attorney with more than ten (10) years' experience or a retired judge. If for any reason the parties do not consent to an arbitrator within thirty (30) days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association ("AAA"). This Arbitration Agreement is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act ("FAA") at 9 USC § 1, et seq., as amended from time to time. It is understood and agreed that your Credit Plan Agreement(s), your Accounts, all transactions on your Accounts, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the Maine Uniform Arbitration Act at Me. Rev. Stat. tit. 14, §5927, et seq., as amended from time to time, in which case all references to the FAA herein shall be to said State Act. The parties agree and understand that the arbitrator shall have all power provided by the law and this Agreement to make and enter findings of fact and determination of judgment based on the parties' Agreements and applicable law, including

but not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of the Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the American Arbitration Association, and the Arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or applicable State Law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than \$100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All provisions of this Arbitration Agreement will apply to the panel. Judgment upon the award rendered may be entered in any court having jurisdiction.

THE PARTIES AGREE AND UNDERSTAND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORD WITH THIS AGREEMENT.

Notwithstanding anything hereunto the contrary, the Credit Union retains an option to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the Agreements between the parties, to enforce all monetary obligations by you to the Credit Union so long as there is no dispute, or to foreclose on any collateral securing your obligations to us by way of replevin, claim and delivery, or otherwise. The initiation and maintenance of an action for judicial relief in a court [on the foregoing terms] shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in a suit brought by the Credit Union pursuant to this provision. Any arbitration proceeding will take place in the federal judicial circuit where you live. If you cannot afford to pay the fees charged by the Arbitrator or any panel for an appeal as provided herein, we will consider any reasonable written request by you for us to pay the fees. We will pay any fees or costs specifically required by applicable law. However, each party must bear the expense of that party's attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern.

20. We are required to send you a periodic statement at least 21 days before the payment due date. If you do not receive your statement by the last day of the month, please call 207-772-0808 for a copy of your most recent statement.

21. We are required to give you a 45-day notice before any negative impact to your Visa Credit Card Account.

22. Your Visa Credit Card due date will always be on the same date each month.

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 in 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 share draft account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) 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 an unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

Special rule for credit card purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on 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 mailing address; and
- (b) The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

INTEREST RATES AND INTEREST CHARGES

Annual Percentage Rate (APR) for purchases	Credit Score	A+	A	B	C	D	E
	Annual Percentage Rate	9.90%	10.90%	12.90%	14.90%	16.90%	18.0%
We will tell you in writing which rate applies upon approval of your application. Rate based on credit score.							
APR for Balance Transfers	The same Annual Percentage Rate listed for purchases above.						
APR for Cash Advances	The same Annual Percentage Rate listed for purchases above.						
Penalty APR and When It Applies	<p>18.00% This APR may be applied to your account if you:</p> <ol style="list-style-type: none"> 1. Make a late payment; 2. Go over your credit limit; 3. Make a payment that is returned; or 4. Do any of the above on another account that you have with us. <p>How long will the penalty APR apply? If your APR is increased for any of these reasons, the Penalty APR will apply until you make 6 consecutive minimum payments when due.</p>						
How to Avoid Paying Interest on Purchases	Your due date is 25 days after the close of each billing cycle. We will not charge interest on purchases if you pay your entire balance by the due date each month.						
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.50.						
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about the 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	\$0						
<ul style="list-style-type: none"> ▪ Annual Fee 							
Transaction Fees	1% for currency conversion. 0.8% for non-currency conversion						
<ul style="list-style-type: none"> ▪ Foreign Transaction Fees 	\$1.25 ATM cash disbursement fee at surcharge-free ATMs \$0.50 ATM cash disbursement fee at surcharge ATMs Please refer to Section 11, Foreign Transactions for more information.						
Penalty Fees	\$25 (over 20 days)						
<ul style="list-style-type: none"> ▪ Late Payment 							

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).” The information about the cost of the card described on this application was printed on December 28, 2012 and was accurate as of that date, but is subject to change after that date. You should call the credit union at 207-772-0808 or write to TruChoice Federal Credit Union, PO Box 10659, Portland, ME 04104 for any changes in the information about the cost of the card since the time of printing.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.