

Town & Country Federal Credit Union Visa CREDIT CARD AGREEMENT

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, and ours* mean this Credit Union.

1. Responsibility. If we issue you a card, you agree to pay all debts and the FINANCE 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.

2. Lost Card Notification. If you believe your credit card has been lost or stolen, you will immediately call the Credit Union at: (207) 773-5656.

3. Liability for Unauthorized Use. You will not be liable to the Credit Union for 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 P.O. Box 9420, South Portland, ME, 04106 and you will not be liable for unauthorized use that occurs after you notify the credit union of possible unauthorized use.

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, which must be approved 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 creditworthiness. 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) 3% of your Total New Balance or \$20.00, whichever is greater, or (b) your Total New Balance if it is less than \$20.00. 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. The Credit Union may apply payments to balances with the lowest Annual Percentage Rate first.

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. You figure the FINANCE CHARGE by multiplying the Average Daily Balance by the number of days in the Billing Cycle by the Periodic Rate and then dividing by 365. This determines your FINANCE

CHARGE for the Billing Cycle. The actual FINANCE CHARGE will be shown on your Monthly Statement. The Average Daily Balance is the sum of the daily balances divided by the number of days in the Billing Cycle. Each daily balance is calculated by adding the amount of each new cash advance, purchases and other debits (subject to the limitations on new purchases below) to the previous daily balance and subtracting the amount of each payment (less any amount paid to FINANCE CHARGE) and other credits. No FINANCE CHARGE will be imposed on new purchases which appear for the first time during a Billing Cycle if the entire New Balance of the account at the beginning of the Billing Cycle (including unpaid FINANCE CHARGE due) is paid in full by the Payment Due Date (at least 25 days from the billing cycle closing date) and there is no cash advance activity. However, any cash advance will incur a daily FINANCE CHARGE for as long as a cash advance balance remains on the account.

(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) 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.

(b) Your account is subject to a default APR of 17.9% when you are 60 or more days delinquent in making a payment or past due twice in a twelve (12) month period. This adjustment would not be considered a "Change in Terms." The adjusted rate will be effective as of the first day in the billing cycle immediately following your second late payment and will remain in effect for no less than twelve full months. If during this period you maintain a positive payment history you may apply to have the APR reevaluated at the end of the period.

However, if at any time we consider your account in default, you understand we may demand full payment and return of your Card(s) and the FINANCE CHARGE will

continue to be calculated at the adjusted rate until you repay your entire loan. You also agree to pay Late Charges, Overlimit Fees, collection costs, reasonable attorney fees, and court costs as applicable.

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 plan 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 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.

Effective April 1, 2008, Visa will charge 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.

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 Interest. You may be giving a security interest in a specific amount of your share or share draft account(s) with the Credit Union by signing a separate pledge of shares agreement. If you give a security interest to the Credit Union, you must maintain the amount of the security given in your account(s) at all times during which you have the right to use your card(s). Other than this security interest, we will not assert any statutory right we may have if you are in default to prevent withdrawal of your Credit Union shares in other accounts or in the secured account(s), above the amount of the security you give. The Credit Union also waives any other security interest it may have for advances or purchases made under this agreement.

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. 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. Charges and Fees. \$22.00 charge on all accounts 5 days past due; \$30.00 charge for returned checks; \$.50 minimum finance charge; \$20.00 over limit fee.

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.

**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 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.

Better Visa Credit Cards for you

Lets face it. Credit cards are an essential when you're traveling or shopping. You need a credit card you can rely on to get those things and more done.

You need a credit card that does not cost you a lot of money. Money you can use on things that really matter.

You need innovative solutions that go beyond the norm. Solutions for your life now and in the future.

You need access to your credit card accounts that's not defined by the hands on a clock. Access that is convenient and easy when you want.

You need a promise of service with a personal touch. A friendly face or a caring voice.

Better Visa Credit Cards at Town & Country provide all of these things and more.

Better Banking means many things to many people and at Town & Country we are committed to providing the things that make banking better.

- No Annual Fee
- No Cash Advance Fee
- No Balance Transfer Fee
- Competitive Rates
- Great Local Service
- Payments can be made online, by phone or any of our convenient locations