

CREDIT CARD BILLING RIGHTS — TERMS AND CONDITIONS

Your Billing Rights — Keep this notice for future use.

This notice contains important information about your rights and the responsibilities of Fox Communities Credit Union 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 at:

Fox Communities Credit Union
3401 E. Calumet Street
Appleton, WI 54915

Contact us as soon as possible, we must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us at 920-993-9000, but doing so will not preserve your rights.

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 tell us about your dispute orally, we may require that you send us your complaint or question in writing within 10 business days.

If you have authorized Fox Communities to pay your Credit Card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your request 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.

Fox Communities must acknowledge your request 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 any 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 10 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 reported 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 of the questioned amount, even if your bill was correct.

SPECIAL RULES FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchased with the Card, and you have tried in good faith to correct the problem with the merchant, you 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 billing address; and
- (b) The purchase must have been more than \$50.

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

TERMS AND CONDITIONS

The purpose of this agreement is to establish the terms and conditions of a Line of Credit. In this Agreement, the words "I", "my", or "Cardholder" mean each person who applies for the Credit Card or who signs this Agreement or who uses the Credit Card or duplicates the Credit Card. The word "Card" means your Credit Card and duplicates of said Card. The word "account" means the Credit Card revolving credit account with Fox Communities Credit Union ("FCCU" or "Issuer"). Signing this Agreement establishes my request for the issuance of a Credit Card. The credit limit approved will be established by the credit union. Cardholder agrees not to let the account balance exceed this amount.

1. Responsibility. Prior to the use of the Card that may be issued (and any renewals thereof) I agree that I will comply with all of the terms and conditions established by FCCU pertaining to the use of said Card. The terms and conditions referred to herein are those that are provided with this application or communicated in the future. In the event that I do not wish to comply with the terms and conditions for any reason, I understand that I may terminate this Agreement and return the Card(s) to FCCU. I promise to pay any and all charges incurred by me or any person whom I authorize to use the Card issued to me. FCCU reserves the right to revoke the Card, without affecting my obligation to pay the account balance. The Cards remain Issuer's property, and if Issuer requests I must recover and surrender to FCCU all Cards issued on my account.

2. Convenience Checks. FCCU may, from time to time, supply Cardholder with personalized Convenience Checks that are subject to the following conditions. Only the person whose name is printed on a Convenience Check may sign it. All Convenience Checks must be written in U.S. dollars. Any Convenience Check that Issuer pays will be posted to my account as a cash advance and will be subject to all the terms in this agreement that apply to cash advances. The Wisconsin Uniform Commercial Code, as well as applicable FCCU policies and fees, will apply to Convenience Checks as if they were drawn on a share draft account.

3. Finance Charges. My account will be subject to a finance charge during any statement period during which I (a) received, or had outstanding, a cash advance, or (b) failed to pay in full the previous balance shown on the statement during the first 27 days of the statement period. The interest portion of the finance charge is calculated at a monthly rate on the amount subject to interest. The interest rate shall be established by Issuer from time to time, but shall never exceed the maximum rate permitted by law. *Actual method used to get the finance charge is disclosed at the time you receive your first statement.*

4. Monthly payment. The line of credit will be repaid as follows: either the full amount billed shall be paid, or at my option, an installment equal to at least the required minimum payment. If the outstanding balance of my account is \$20.00 or less, it will be payable in full. The required minimum monthly payment shall be the greater of (i) \$20.00 or (ii) 3% of that portion of the outstanding balance which does not exceed my credit limit, plus any amount past due or above my credit limit. I may, of course, pay more than the minimum payment or pay the new balance in full and therefore reduce or avoid the finance charge by doing so. A minimum payment is required for every statement period and any additional amount paid, while reducing my balance, will not prepay any future minimum payments.

5. Credit Information. I understand that FCCU may obtain a consumer report from consumer reporting agencies in considering this application and that FCCU may periodically review my Credit Card file and I hereby give my permission to and authorize FCCU to investigate and re-assess my creditworthiness. I promise not to submit false or inaccurate information or willfully conceal information regarding my creditworthiness, credit standing, or credit capacity.

6. Change of Address. FCCU will send all statements or other correspondence regarding my account to the address shown in its records. I promise to notify FCCU of any change in my name and address.

7. Default. Cardholder will be in default if Cardholder fails to make the minimum payment on time two times during any 12 month period. Cardholder will also be in default if the ability to repay FCCU, or the value to FCCU of its security interest, is materially reduced by a change in my employment, an increase in my obligations, my failure to abide by these regulations, or the fact that my spouse dies, changes in domicile or marital status, or I become the subject of bankruptcy or insolvency proceedings. FCCU has the right to demand immediate payment of my full account balance if I do not cure any default within 15 days after FCCU sent me a written default notice. FCCU has this right, without notice, if the default is my third within 12 months and FCCU notified Cardholder of the prior two. In addition, if I am a resident of Wisconsin FCCU may declare the account balance due and payable if FCCU receives written notice from my spouse terminating the account. I (and my spouse to the extent not prohibited by law) remain responsible for all amounts charged to my account both before and after receipt of such notice. In the event of suit to collect unpaid balances, all costs, including attorney's fees as may be reasonable and just, and the cost, expenses incurred in appellate, bankruptcy and post-judgment proceedings, shall be imposed, except to the extent such costs, fees or expenses are prohibited by law.

8. Security Interest. To secure each purchase loan, I grant FCCU a security interest under the Uniform Commercial Code in any goods I purchase with my Card. If I default, FCCU will have the right to recover any of these goods which have not been fully paid for through the application of payments. If I have given FCCU any other security interests for all my debts, my Card account will also be secured by the property described in these security agreements (except for my home, home furnishings, appliances and clothing) whenever my account balance exceeds \$1,000. If I have executed a written agreement granting a security interest in any deposit accounts (checking or savings) or other funds held by FCCU to secure my obligations under this Credit Card plan, such account and/or funds are additional security for my obligations to Issuer arising from the use of my Card.

9. Foreign Transactions. When I use my Card for a transaction denominated in a currency other than U.S. dollars, the transaction amount will be converted into U.S. dollars by applying an exchange rate selected by VISA from among the range of rates available in wholesale currency markets or the government-mandated rate on the date the transaction is processed. The rate chosen may vary from the rate VISA itself receives. In each instance, an International Service Assessment equal to one percent of the amount of the transaction (expressed as a positive number) will be assessed against my account.

10. Illegal Use. I agree that illegal use of the Card will be deemed an action of default and/or breach of contract and the line of credit and other related services may be terminated at FCCU's discretion. I further agree, should illegal use occur, to waive any rights to sue FCCU for such illegal use or any activity directly or indirectly related to illegal use and additionally agree to indemnify and hold FCCU harmless from any suits or legal action or liability resulting from such illegal use. FCCU reserves the right to decline to authorize any transaction that may possess an undue risk of illegal activity.

11. Liability for Unauthorized Use—Lost/Stolen Card Notification. I agree to notify FCCU immediately, orally or in writing at 3401 E. Calumet Street, Appleton, WI 54915 or telephone 920-993-9000, or 1-866-333-4740, of the loss, theft, or unauthorized use of my Credit Card. I will not be liable for unauthorized purchases made with my Credit Card, unless I am grossly negligent in the handling of my Card. In any case, my liability will not exceed \$50. If 10 or more Cards are issued for use by employees of a single business or other organization, there is no limit to Cardholder's liability for any unauthorized use that occurs before Cardholder notifies Issuer as provided herein, the business or organization may only impose liability on its employees for unauthorized use of a card as permitted by federal law and regulation.

12. Governing Law. To the extent not expressly prohibited by applicable law, this Agreement and my account, as well as, FCCU's rights and duties and my rights and duties regarding this Agreement and my account, will be governed by and interpreted in accordance with the laws of the State of Wisconsin and the United States, regardless of where I may reside or use my account at any time. This choice of law is made because of a strong relationship between this Agreement and my account at FCCU because issuer is located in Wisconsin, and to insure uniform procedures and interpretation for all FCCU members, no matter where they may reside or use their account. If any term or provision of this agreement is found to be unenforceable, this will not make any other terms or provisions unenforceable.

13. Change of Terms. FCCU may change the terms of this Agreement at any time but will give Cardholder a written notice at the Cardholder's last known address of any changes as required by law before the changes take effect.