

#### 15. FOREIGN TRANSACTIONS —

**Visa.** Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a 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 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.

Effective June 1, 2008, a fee of 1 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

**16. 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, 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 one hundred (100) miles of your home.

**17. JOINT ACCOUNTS —** If this is a joint Account, each person on the Account must sign the Agreement (by signing on the application). Each of you 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.

**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. STATEMENTS AND NOTICES —** Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

**21. FINAL EXPRESSION —** This Agreement is the final expression of the terms and conditions of this VISA line of credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

**22. COPY RECEIVED —** You acknowledge that you have received a copy of this Agreement.

### 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 sixty (60) days after we sent you the first bill on 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 thirty (30) days, unless we have corrected the error by then. Within ninety (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 (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 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 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 (2) limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within one hundred (100) miles of your current mailing address; and
- The purchase price 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 services.

**LOANLINER.**

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ALL RIGHTS RESERVED

TO ORDER  
1-800-356-5012

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03/24/08  
29311

#### VyStar Credit Union

PO Box 45085 • Jacksonville, FL 32232-5085  
(904) 777-6000 • (800) 445-6289

# VISA

### VISA SHARE SECURED CREDIT CARD AGREEMENT

In this Agreement the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; "Card" means the 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 the Credit Union whose name appears on this Agreement 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 Card for you and notify you of your credit limit. You agree that your Credit Card limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") that you will have outstanding on your Account at any time. 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 YOUR CARD —** You understand that the use of your Card will constitute acknowledgement of receipt and agreement to the terms of the Credit Card Agreement. You may use your Card to make purchases from merchants and others who accept Cards. However, you may not use your Card to initiate any type of electronic gambling transaction through the Internet. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept Cards, and from some automated teller machines (ATMs). (Not all ATMs accept 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 that you will not use your Card for any transaction that is illegal under applicable federal, state or local law. There are limits for credit card cash advances. All limits are subject to change. There are daily (per day) limits on teller cash advances and limits based on the credit line of your account that can be used for teller cash advances. Limits do not include credit card convenience checks or balance transfer checks.

We may also supply you with personalized Convenience Checks, which are checks we may make available to you for the purpose of drawing against your Account. Payment of a Check will be treated as a Cash Advance on your Account. In addition to the terms in this Section, these Checks will be subject to the same terms and definitions as Cash Advances. Your Check must be written in U.S. dollars. Only the person whose name appears on the Check may sign it. We are authorized to pay any Check drawn on your Account even if the signature does not correspond exactly to the signature on our records. You agree that Convenience Checks written on your Account will not be returned to you. We are entitled to return your Check unpaid if there is not enough available credit in your Account or if your Account is in default or if your right to obtain further credit under your Account has been terminated. If we honor the Check under these circumstances, the amount in excess of your credit limit will be due immediately.

M-92594

You may not use a Convenience Check to make payments on your Account. We may pay Checks dated more than six months prior to the date they are presented for payment. You may not write a postdated Check, but we may pay a Check regardless of a postdate. We will not certify a Convenience Check.

**3. RESPONSIBILITY** — You agree to pay all charges (purchases and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you made with the Credit Union. If this is a joint Account, Section 17 below also applies to your Account.

**4. FINANCE CHARGES** — Finance Charges will be assessed on your Account for each type of balance (Purchases and Cash Advances) in accordance with this Section. We will compute the total Finance Charges on your Account during any billing cycle by (i) multiplying the Monthly Periodic Rate of 1.125% (corresponding ANNUAL PERCENTAGE RATE of 13.50%) by (a) your Average Daily Balance of Purchases (including new Purchases), and (b) your Average Daily Balance of Cash Advances (including new Cash Advances), and (ii) adding the products together.

No Finance Charge will be imposed on Purchases for any billing cycle if you pay the entire New Balance shown on your monthly statement for the previous billing cycle within twenty-five (25) days from the closing date shown on that statement. If you do not pay the entire New Balance shown on that previous monthly statement within that 25-day period, a Finance Charge will be imposed on the Average Daily Balance of Purchases (including new Purchases) for the current billing cycle. If imposed, the Finance Charge will begin to accrue on each new Purchase from the date posted to your Account.

A Finance Charge will be imposed on Cash Advances from the date each Cash Advance is made or from the first day of the billing cycle in which the Cash Advance is posted to your Account, whichever is later. If the New Balance shown on your monthly statement for the previous billing cycle is paid in full within twenty-five (25) days from the closing date shown on that statement, no Finance Charges will be imposed during the current billing cycle for Cash Advances posted to your Account during previous billing cycles.

To get the Average Daily Balance of Purchases (including new Purchases), we take the beginning Purchase balance of your Account each day, excluding any unpaid Finance Charges, add any new Purchases posted to your Account as of that day, and subtract the applicable portion of any payments received and credits posted to your Account as of that day. This gives us the daily balance for Purchases. Then we add all these daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance of Purchases.

To get the Average Daily Balance of Cash Advances (including new Cash Advances), we take the beginning Cash Advance balance of your Account each day, excluding any unpaid Finance Charges (and, if you paid the entire New Balance shown on your monthly statement for the previous billing cycle within twenty-five (25) days from the closing date shown on that statement, we will exclude the unpaid balance of any Cash Advances posted to your Account during previous billing cycles), add any new Cash Advances for that day (we add new Cash Advances as of the date each Cash Advance is made or as of the first day of the billing cycle in which the Cash Advance is posted to your Account, whichever is later), and subtract the applicable portion of any payments received and credits posted to your Account as of that day. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance of Cash Advances.

**5. OTHER CHARGES** — The following other charges (fees) will be added to your Account, as applicable:

**a. Over-the-Credit-Limit Fee.** You may be charged a fee of \$27.00 on a statement date if your New Balance on that date, less any fees imposed during the cycle, is over your credit limit. You will be charged the fee each subsequent month until your New Balance on the statement date, less any fees imposed during the cycle, is BELOW your credit limit.

**b. Late Payment Fee.** If you are ten (10) or more days late in making a payment, a late charge of \$25.00 will be added to your account.

**c. Return Payment Fee.** If a payment on your account is returned unpaid, you will be charged a fee of \$28.00 for each item returned.

**d. Collection Cost Fee.** To the extent permitted by law, you will also be required to pay the Credit Union's collection expenses, including court costs and reasonable attorney's fees.

**6. PAYMENTS** — Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than twenty-five (25) days from the statement closing date, whichever is later. If your statement says the payment is "Now Due," your payment is due no later than twenty-five (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 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 2% of your Total New Balance, or \$10.00, whichever is greater. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

**7. PAYMENT ALLOCATION** — Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses.

**8. SECURITY INTEREST** — If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares, your pledged shares will secure your Account. You may not withdraw amounts that have been specifically pledged to secure your Account until the credit union agrees to release all or part of the pledged amount.

**Your Account is secured by all other shares you have in any individual or joint account with the Credit Union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this agreement. You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on your Account if you should default.**

Collateral securing other loans you have with the Credit Union may also secure this loan, except that your home will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.

**9. DEFAULT** — You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe.

In the event that any suit is filed against the Credit Union with respect to this Agreement, or any credit card issued under this Agreement, the suit shall only be brought in the courts of the state of Florida.

**10. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION** — You agree to notify us immediately, either in writing at PO BOX 45085, JACKSONVILLE, FL 32232-5085 or by telephone at (800) 449-7728 seven (7) days a week twenty-four (24) hours a day, of the loss, theft, or unauthorized use of your Card or Card number. You may be liable for the unauthorized use of your Card or Card number. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your Card, unless you are grossly negligent in the handling of your Card. In any case, your liability will not exceed \$50.00 unless the loss, theft, or unauthorized use was caused by your gross negligence or fraudulent action. If you furnish your Card or Card number and grant authority to make purchases or transfers to a person (such as a family member, friend or co-worker) who exceeds the authority given, this will not be considered unauthorized use and you will be fully liable for the purchases or transfers unless you have notified us that purchases or transfers by that person are no longer authorized.

**11. 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. 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. The Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union. If this is a joint Account, Section 17 of this Agreement also applies to termination of the Account.

**12. CREDIT REVIEW AND RELEASE OF 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. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).

**13. RETURNS AND ADJUSTMENTS** — Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union 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 three (3) months.

**14. ADDITIONAL BENEFITS/CARD ENHANCEMENTS** — The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, 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.