



## Loan Disclosures

### LOANLINER® CREDIT AND SECURITY AGREEMENT

This LOANLINER® Credit and Security Agreement, which includes the Truth in Lending Disclosures, will be referred to as the **Plan**. The Plan documents include this agreement and an Addendum. **You, your** and **borrower** mean any person who signs the Plan. **Credit union, we, our** and **us** mean PSECU or anyone to whom the Credit Union transfers its rights under the Plan.

**HOW THIS PLAN WORKS** — This is an open-end, multi-featured credit plan. We anticipate that, from time to time, you will borrow money (called “advances”) under the Plan. **We are not required to make advances to you under the Plan and can refuse a request for an advance at any time.** The Addendum describes the different types of credit (called “subaccounts”) available under the Plan, the current interest rate for each subaccount expressed as a daily periodic rate and corresponding annual percentage rate and other charges. It may also have other terms and a schedule for determining the payment amounts.

**CREDIT LIMIT** — We may, but do not have to, establish a credit limit on certain subaccounts. If a credit limit is set for a subaccount, you promise not to exceed the established credit limit. If you exceed the credit limit, you promise to repay immediately the amount which exceeds the credit limit.

**REPAYMENT** — You promise to repay all amounts you owe under the Plan plus interest. Payments are due on the last day of the month unless we set a different day at the time of an advance. If the Addendum has no payment schedule for a subaccount, your payment will be determined at the time of each advance. Payments must include any amount past due and any amount by which you have exceeded any credit limit you have been given for a subaccount. You may repay all or part of what you owe at any time without any prepayment penalty. Even if you prepay, you will still be required to make the regularly scheduled payments unless we agree in writing to a change in the payment schedule. If you have a joint sharedraft account, you will be responsible for paying all overdraft advances obtained by a joint holder of the sharedraft account. Unless otherwise required by law, payments will be applied to amounts owed under the Plan, in the manner the Credit Union chooses.

**PLAN ACCESS** — You can obtain credit advances in any manner authorized by us. If we allow you to use your ATM/Debit card to access the Plan, you may be liable for the unauthorized use of your ATM/Debit card. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. If you believe your ATM/Debit card has been lost or stolen, immediately inform the Credit Union by calling or writing us at the telephone number or address that appears elsewhere in the Plan. If the card is used to obtain unauthorized advances directly from the Plan, your liability will not exceed \$50. If the unauthorized withdrawal is from a sharedraft account, your liability is governed by the Regulation E disclosures you received at the time you received your ATM/Debit card, even if the withdrawal results in an advance being made from your overdraft subaccount.

**FINANCE CHARGE** — The dollar amount you pay for money borrowed is called a “finance charge” and begins on the date of each advance. A finance charge will be computed separately for each separate balance under the Plan. To compute the finance charge, the unpaid balance for each day since your last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable daily periodic rate. The sum of these amounts is the finance charge owed. The balance used to compute the finance charge is the unpaid balance each day after payments and credits to that balance have been subtracted and any additions to the balance have been made. In addition to interest, we may charge other finance charges which are disclosed on the Addendum. If the interest rate is a variable interest rate, the Addendum explains how the variable interest rate works.

**SECURITY** — You pledge as security for the Plan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with us now and in the future. If a specific dollar amount is pledged for an advance, we will freeze shares in that account to the extent of the outstanding balance for the advance. Otherwise, your pledged shares may be withdrawn unless you are in default. In addition to your pledge of shares, we may also have what is known as a statutory lien on all individual and joint accounts you have with us. A statutory lien means we have the right under federal law and many state laws to claim an interest in your accounts. We can enforce a statutory lien against your shares and dividends, and if any, interest and deposits, in all individual and joint accounts you have with us to satisfy any outstanding financial obligation that is due and payable to us. We may exercise our right to enforce this lien without further notice to you, to the extent permitted by law. **For all borrowers: The statutory lien and/or your pledge will allow us to apply the funds in your account(s) to what you owe when you are in default.** The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

Additional security for the Plan may be required at the time of an advance. If a subaccount identifies a type of property (such as “New Cars”) you must give that type of property as security when you get an advance under that subaccount. A subaccount name such as “Other Secured” means you must provide security acceptable to us when you obtain an advance under that subaccount. Property you give as security will secure all amounts owed under the Plan and all other loans you

have with us now or in the future, except any loan secured by your principal dwelling. Property securing other loans you have with us may also secure the Plan.

**VOLUNTARY PAYMENT PROTECTION** — We may offer Voluntary Payment Protection to you. Voluntary Payment Protection is not necessary to obtain credit. If you purchase Voluntary Payment Protection from us, you authorize us to add the fees or insurance charges monthly to your loan balance and charge you interest on the entire balance. At our option we will change your payment or the period of time necessary to repay the loan balance. The rate used to determine the fees or insurance charges may change in the future. If the rate changes, we will provide any notices required by applicable law.

**PERIODIC STATEMENT** — On a regular basis you will receive a statement showing all transactions under the Plan during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

**JOINT ACCOUNTS** — If this is a joint account, each of you is individually and jointly responsible for paying all amounts owed. That means we can enforce our rights under the Plan against any one of you individually or against all of you together. If you give us inconsistent instructions, we can refuse to follow your instructions. Unless our written policy requires all of you to sign for an advance, each of you authorizes the other(s) to obtain advances individually and agrees to repay advances made to the other(s). Any joint account holder may terminate the Plan by giving us prior written notice. If any of you terminate the Plan, the Plan is terminated for all of you. You remain liable individually and jointly for all advances incurred before termination.

**FEES AND CHARGES** — If you give us a security interest in certain types of property, we may charge you a filing fee to perfect our interest in the property. If we do, the amount of the fee will be disclosed to you at the time you obtain an advance. We may also charge you other fees in connection with the Plan. Our current fees are disclosed on the Addendum and will be added to your loan balance unless you pay them in cash.

**UPDATING CREDIT INFORMATION** — You promise that you will promptly give us written notice if you move, change your name or employment, or if any other information you provided to us changes. Upon our request, you also agree to provide us updated financial information.

**DEFAULT** — *The following paragraph applies to borrowers in Idaho, Kansas, Maine and South Carolina:* You will be in default if you do not make a payment of the amount required when it is due. You will also be in default if we believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.

*The following paragraph applies only to borrowers in Wisconsin:* You will be in default if you fail to make a payment when due two times during any 12 month period. You will be in default if breaking any promise made under the Plan materially impairs your ability to repay what you owe or materially impairs the condition, value, or protection of or our right in any property you gave as security.

*The following paragraph applies only to borrowers in Iowa:* You will be in default if you are more than 10 days late in making a payment. You will also be in default if you do not comply with the terms of the Plan and your failure to comply materially impairs any property you gave as security or your ability to repay what you owe under the Plan.

*The following paragraph applies to borrowers in all other states:* You will be in default if you do not make a payment of the amount required when it is due. You will be in default if you break any promise you made under the Plan or if anyone is in default under any security agreement made in connection with an advance under the Plan. You will be in default if you die, file for bankruptcy, become insolvent, if you make any false or misleading statements in any credit application or update of credit information, or if something happens we believe may substantially reduce your ability to repay what you owe. You will be in default if any property you have given us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the property or our security interest in it. You will also be in default under the Plan if you are in default under any other loan agreement with us. You will be in default if any property you have given us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the property or our security interest in it.

**ACTIONS AFTER DEFAULT** — *The following paragraph applies to borrowers in Colorado, District of Columbia, Iowa, Kansas, Maine, Massachusetts, Missouri, Nebraska, South Carolina and West Virginia:* When you are in default and after expiration of any right you have under applicable state law to cure your default, we can demand immediate payment of the entire unpaid balance under the Plan without giving you advance notice.

*The following paragraph applies to borrowers in all other states except Wisconsin and Louisiana:* When you are in default, we can require immediate payment

### ***LOANLINER® Credit and Security Credit Agreement (continued)***

(acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration.

***The following paragraphs apply to borrowers in all states except Wisconsin and Louisiana:*** If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid at the applicable interest rates in effect or, if applicable, at the default rate disclosed on the Addendum. If a demand for immediate payment has been made, your shares and/or deposits can be applied towards what you owe as provided in the section above called "Security." We can also exercise any other rights given by law when you are in default.

You agree the Credit Union has the right to take possession of any property given as security under the Plan, without judicial process, if this can be done without breach of the peace. If we ask, you promise to deliver the property at a time and place we choose. If the property is a motor vehicle or boat, you agree that we may obtain a key or other device necessary to unlock and operate it, when you are in default. We will not be responsible for any other property, not covered by this Agreement, that you leave inside the property or that is attached to the property. We will try to return that property to you or make it available for you to claim.

After we have possession of the property, we can sell it and apply the money to any amounts you owe us. We will give you notice of any public disposition or the date after which a private disposition will be held. Our expenses for taking possession of and selling the property will be deducted from the money received from the sale. Those costs may include the cost of storing the property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code.

You must pay any amount that remains unpaid after the sale money has been applied to any unpaid balance under the Plan. You agree to pay interest on that amount at the same rate as the advance, or, if applicable, at the default rate disclosed on the Addendum, until that amount has been paid.

***The following paragraph applies only to Wisconsin borrowers:*** When you are in default and after expiration of any right you have under applicable state law to cure your default, we may require immediate payment of your outstanding loan balance under the Plan and seek possession of property given as security. You may voluntarily give the property to us if you choose, or we may seek to take possession of the property by judicial process or any other method authorized by applicable law. If we repossess the property, you agree to pay reasonable expenses incurred in disposing of the property. If the property is a motor vehicle, mobile home, trailer, snowmobile, boat or aircraft, you will also be required to pay any costs permitted by Section 422.413 of the Wisconsin Statutes. You must pay any amount that remains unpaid after the sale money has been applied to what you owe under the Plan. You agree to pay interest on any unpaid amount at the same rate as the advance, or, if applicable, at the default rate disclosed on the Addendum, until that amount is paid.

If the property is located outside Wisconsin at the time of default, we may take possession of the property without judicial process, if permitted by the state where the property is located.

***The following paragraph applies only to Louisiana borrowers:*** When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration. If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid at the applicable interest rates in effect unless a default rate is disclosed on the Addendum. If a demand for immediate payment has been made, the shares and deposits given as security for the Plan can be applied towards what you owe. We can also exercise any other rights given by law when you are in default and our rights under any security agreements you have with us.

***CANCELLING OR CHANGING THE PLAN — The following paragraph applies only to borrowers in Illinois:*** We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change to the interest rate or other charges will apply to future advances.

***The following paragraph applies only to borrowers in Wisconsin:*** We can change the terms of the Plan from time to time in accordance with Section 422.415 of the Wisconsin Statutes. You will be notified of any change in terms. An increase in the daily periodic rate under a variable rate interest rate is not considered a change in terms under the Plan. We can cancel the entire Plan or any part of the Plan at any time. You may cancel the Plan at any time by giving us prior written notice. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the credit union cancel the Plan, except to the extent that your liability is limited by Section 422.4155 of the Wisconsin Statutes.

***The following paragraph applies only to borrowers in Iowa:*** We can change the terms of the Plan from time to time after giving you any advance notice required by law. A change that increases the rate of finance charge or other charge, that increases the amount of your payments, or that otherwise adversely affects existing balances will apply to existing balances only if you agree to the change or you use the Plan after receiving notice that your use of the Plan means you agree the change applies to existing balances.

***The following paragraph applies to borrowers in all other states:*** We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change in the interest rate will apply to future advances, and at our discretion and subject to any requirements of applicable law, will also apply to unpaid balances.

***The following paragraph applies to all but Wisconsin borrowers:*** An increase in the daily periodic rate under a variable interest rate is not considered a change in

terms under the Plan. We can cancel the entire Plan or any part of the Plan at any time. You may cancel the Plan at any time by giving us prior written notice. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the Credit Union cancel the Plan.

***DELAY IN ENFORCING RIGHTS AND CHANGES IN THE PLAN*** — We can delay enforcing any of our rights under this Plan any number of times without losing the ability to exercise our rights later. We can enforce this Plan against your heirs or legal representatives. If we change the terms of the Plan, you agree that this Plan will continue to protect us.

***CONTINUED EFFECTIVENESS*** — If any part of this Plan is determined by a court to be unenforceable, the rest will remain in effect.

***NOTICE TO UTAH BORROWERS*** — This written agreement is a final expression of the agreement between you and the Credit Union. This written agreement may not be contradicted by evidence of any oral agreement.

***The following is required by Vermont law — NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.***

***USE OF ACCOUNT*** — You promise to use your account for consumer (personal, family or household) purposes, unless the credit union gives you written permission to use the account also for agricultural or commercial purposes.

***The following paragraphs apply if you give security in connection with an advance under the Plan. They apply to borrowers in all states except Louisiana. Louisiana borrowers will execute a separate security agreement. Borrowers in other states may also be asked to execute a separate security agreement.***

***THE SECURITY FOR THE PLAN*** — You give us what is known as a security interest in all property described in any receipt, voucher or other document you receive for an advance ("the Advance"). The security interest you give includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which you buy within 10 days of the Advance or any extensions, renewals or refinancing of the Advance. It also includes any money you receive from selling the property or from insurance you have on the property. If the value of the property declines, you promise to give us more property as security if asked to do so.

***WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS*** — The security interest secures the Advance described in the receipt, voucher or any other document you receive at the time of the Advance and any extensions, renewals or refinancings of the Advance. **It also secures any other advances you have now or receive in the future under the Plan and any other amounts or loans, including any credit card loan, you owe us for any reason now or in the future, except any loan secured by your principal residence.** If the property is household goods as defined by the Federal Trade Commission Credit Practices Rule, the property will secure only the Advance and not other amounts you owe.

***OWNERSHIP OF THE PROPERTY*** — You promise that you own all property you give as security or if the Advance is to buy the property, you promise you will use the Advance for that purpose. You promise that no one else has any interest in or claim against the property that you have not already told us about. You promise not to sell or lease the property or to use it as security for a loan with another creditor until the Advance is repaid. You promise you will allow no other security interest or lien to attach to the property either by your actions or by operation of law.

***PROPERTY INSURANCE, TAXES AND FEES*** — You must maintain property insurance on all property that you give as security under the Plan. You may purchase the property insurance from anyone you choose who is acceptable to the Credit Union. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you already have, or through a policy you get and pay for. You promise to make the insurance policy payable to us and to deliver the policy or proof of coverage to us if asked to do so.

If you cancel your insurance and get a refund, we have a right to the refund. If the property is lost or damaged, we can use the insurance settlement to repair the property or apply it towards what you owe. You authorize us to endorse any draft or check which may be payable to you in order for us to collect any refund or benefits due under your insurance policy. You also promise to pay all taxes and fees (like registration fees) due on the property.

If you do not pay the taxes or fees on the property when due or keep it insured, we may pay these obligations, but we are not required to do so. Any money we spend for taxes, fees or insurance will be added to the unpaid balance of the advance and you will pay interest on those amounts at the same rate you agreed to pay on the advance. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor our loans for the purpose of determining whether you and other borrowers have complied with the insurance requirements of our loan agreements or may engage others to do so. The insurance charge added to an advance may include (1) the insurance company's payments to us and (2) the cost of determining compliance with the insurance requirements. If we add amounts for taxes, fees or insurance to the unpaid balance of an advance, we may increase your payments to pay the amount added within the term of the insurance or approximate term of the advance.

***INSURANCE NOTICE*** — If you do not purchase the required property insurance, the insurance we may purchase and charge you for will cover only our interest in the property. The premium for this insurance may be higher because the insurance

### **LOANLINER® Credit and Security Credit Agreement (continued)**

company may have given us the right to purchase insurance after uninsured collateral is lost or damaged. **The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.**

**PROTECTING THE SECURITY INTEREST** — If your state issues a title for the property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. You irrevocably authorize us to execute (on your behalf), if applicable, and file one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code (UCC) in form satisfactory to us. You also promise to do whatever else we think is necessary to protect our security interest in the property. You promise to pay all costs, including but not limited to any attorney fees, we incur in protecting our security interest and rights in the property, to the extent permitted by applicable law.

**USE OF PROPERTY** — Until the Advance has been paid off, you promise you will: (1) Use the property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the property or changing the address where the property is kept. (3) Inform us in writing before changing your address. (4) Allow us to inspect the property. (5) Promptly notify us if the property is damaged, stolen or abused. (6) Not use the property for any unlawful purpose. (7) Not to retitle property in another state without telling us.

**NOTICE TO NORTH DAKOTA BORROWERS PURCHASING A MOTOR VEHICLE** — THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE,

AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.

**NOTICE FOR ARIZONA OWNERS OF PROPERTY** — It is unlawful for you to fail to return a motor vehicle that is subject to a security interest, within thirty days after you have received notice of default. The notice will be mailed to the address you gave us. It is your responsibility to notify us if your address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year in prison and/or a fine of \$150,000.

**For those members who purchase a vehicle under the DRIVE Program, please review the following FTC Notice:**

#### **NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

### **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. You are advised to read your monthly statement and review it for any error discrepancies or unauthorized transactions.

**NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT.** If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. You are required to notify us in writing within 60 days following the date on which we sent your statement wherein the error or problem first appeared regarding any discrepancy or unauthorized transactions on your account. Failure to notify us may result in your acceptance of any responsibility for payment or reimbursement to us for any such error or discrepancy on your account. Write to us as soon as possible. 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 a credit card account automatically from your share account or checking 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 statement 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 send statements to 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 statement that are not in question.

If we find that we made a mistake on your statement, 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 statement. 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 statement 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.

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

### **VISA® CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE**

In this Agreement, the words **you** and **your** means each and all of those who apply for the card or who signs this Agreement. **Card** means the 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** means this Credit Union.

**1. RESPONSIBILITY** — If we issue you a card, you agree to repay all debts and the Finance Charge arising from the use of the card and the card account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also 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. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of this Agreement.

**2. LOST CARD NOTIFICATION** — If you believe the card has been lost or stolen, you will immediately call the Credit Union at (717) 234-8484 or (800) 237-7328. After hours call (800) 556-5678.

**3. LIABILITY FOR UNAUTHORIZED USE** — You agree to notify us immediately, orally or in writing of the loss, theft or unauthorized use of your Credit Card. You may be liable for the unauthorized use of your Credit Card. 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 Credit Card, unless you are grossly

negligent in the handling of your Card. In any case, your liability will not exceed \$50.

**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 the principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our credit committee or loan officer. 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 any other agreement with us, 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.

**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. MONTHLY PAYMENT** — We will mail you a statement every month showing your Previous Balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the New Balances of purchases and cash advances, the Total New Balance, the Finance Charge due to date, and any other billed fees, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. By separate

## Visa® Credit Card Agreement and Truth In Lending Disclosure (continued)

agreement you may authorize us to charge the minimum payment automatically to your share or checking 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. If your monthly payment exceeds the total credit line balance owed, we will automatically post the credit to your S1 shares.

The minimum payment will be (a) 2% of your Total New Balance, rounded up to the next even dollar, or (b) \$20.00, whichever is greater. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. We will apply payments in the following manner: first to previous late fees, then to previous cash advances finance charges, then to previous purchase finance charges, then to current late fees, then to previous cash advance balances, then to previous purchase balances in the order that they were posted to your account, then to current cash advance balances, and then to current purchase balances.

**7. FINANCE CHARGES** — You can avoid the Finance Charge on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and the subsequent purchases from the date they are posted to your account, will be subject to Finance Charge. Cash advances are always subject to Finance Charge from the date they are posted to your account.

**Purchases:** We calculate your finance charge by multiplying the average adjusted daily balance (see explanation below), including new purchases, for the billing cycle by the monthly periodic purchase rate and corresponding **ANNUAL PERCENTAGE RATE** as disclosed on the Addendum.

**Cash Advances:** We calculate your finance charge on cash advances by multiplying the average adjusted daily balance (see explanation below) for cash advances during the billing cycle by the monthly periodic advance rate and corresponding **ANNUAL PERCENTAGE RATE** as disclosed on the Addendum.

### Balance Computation Method

**Average Daily Balance for Purchases** - The Average Daily Balance for Purchase Transactions is calculated by adding the Daily Balances (Purchase Transaction) for each day in the billing cycle, and then dividing by the number of days in the billing cycle. To calculate the Daily Balance for purchases each day, we take the following steps: We take the outstanding balance (all amounts you owe) at the start of the day. Then, in the sequence in which amounts are posted to your account, we add the amounts of all debits and subtract the amounts of all credits or payments which post to your account that day. After applying payments and credits, we subtract the amount of any unpaid Finance Charges or Late Charges. Then we also subtract the amount of any Cash Advance transactions that posted to your account on that day or in any previous day in the billing cycle. This gives us the Daily Balance for purchases.

**Average Daily Balance for Cash Advances** - Cash Advance Transactions which are posted to your account are not included in the Average Daily Balance calculation for purchases, and are therefore not subject to the monthly periodic rate for purchases. The Average Daily Balance is calculated separately for Cash Advances and is subject to the Cash Advance Monthly Periodic Rate. The Average Daily Balance for Cash Transactions is calculated by adding the Daily Balances (Cash Transaction) for each day in the billing cycle, and then dividing by the number of days in the billing cycle. To calculate the Daily Balance for cash each day, we take the following steps: We take the outstanding balance (all amounts you owe) at the start of the day. Then, in the sequence in which amounts are posted to your account, we add the amounts of all debits and subtract the amounts of all credits or payments which post to your account that day. After applying payments and credits, we subtract the amount of any unpaid Finance Charges or Late Charges. Then we also subtract the amount of any Purchase Transactions that posted to your account on that day or in any previous day in the billing cycle. This gives us the Daily Balance for Cash Advance Transactions. **Note: Cash Advances are always subject to finance charges and from the day they are posted to your account.**

Payments are applied in the following manner: first to previous late fees, then to previous cash advances finance charges, then to previous purchase finance charges, then to current late fees, then to previous cash advance balances, then to previous purchase balances in the order that they were posted to your account, then to current cash advance balances, and then to current purchase balances. Credits are applied first to the particular type of debt which is being credited, if any, and then to the balance of your account.

Note also that if the total of the payments and credits which are posted to your account by the Payment Due Date shown on a statement is equal to or exceeds the New Balance shown on that statement, we will not apply the Monthly Periodic Rate to your Account on your next statement.

**8. DEFAULT** — You will be in default if you fail to make any Minimum Payment within 25 days after your monthly statement closing date. You authorize us to transfer funds sufficient to make the minimum payment due if your Visa loan is in default. You will also be in default if your ability to repay us 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, or if the value of our security interest materially declines. 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. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney fees.

**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 plan merchant, or another financial institution, and sign the sales

or cash advance draft which will be 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 system. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sale, cash advance, credit or other slips cannot be returned with the statement. You will retain a 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 may request.

**10. OVERDRAFT OPTION** — If you elect to overdraft to your PSECU Visa Credit Card, that election is subject to the existing credit limit and the agreement it represents and the current loan policy at the time of the overdraft. You also understand that an overdraft will be considered the same as a cash advance on your PSECU Visa Credit Card and that the current Annual Percentage Rate for cash advances will apply.

**11. RETURNS AND ADJUSTMENTS** — Merchants and others who honor the card may give credit for returns and adjustments, and they will do so by sending us a credit slip which we will post to your Visa line of credit. If your credit and payments exceed what you owe us, we will automatically post the excess credit balance to your S1 Shares within 75 days. If the balance is one dollar or more, upon your written request, we will refund the credit balance to you.

**12. FOREIGN TRANSACTIONS** — The exchange rate between the transaction currency and the billing currency used for processing international transactions is 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 a government-mandated rate in effect for the applicable central processing date. In each instance, an adjustment may be assessed based on the ISA fee imposed by Visa. This fee generally totals 1% of the transaction amount. In all cases, we will assess 1% on all transaction amounts where the merchant country differs from the country of the card issuer.

**13. DISPUTED TRANSACTIONS** — If you disagree or find an error with a Visa transaction, and have tried in good faith to correct the problem with the merchant or the charges are the result of unauthorized or fraudulent use, or your purchase cost more than \$50 and was made from a plan merchant in your state within 100 miles of your home, contact PSECU. You are required to notify PSECU in writing within 60 days following the date on which we sent your statement wherein the error or problem first appeared regarding any discrepancy or unauthorized transaction on your account. Telephoning PSECU does not preserve your dispute rights. You may be required to provide us with documentation to support your dispute claims. In addition, you may be required to complete a standard dispute form outlining the details of your dispute. In cases of fraudulent card use, PSECU will also require a notarized affidavit. In some cases we may ask you to notify the local authorities.

If we do not receive the proper requested documentation in the time specified you may be held responsible for the transaction(s) in question. PSECU must adhere to strict dispute timeframes set forth by Visa.

**14. SECURITY INTEREST** — To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which we have not been paid for through our application of your payments in the manner described in the Monthly Payment section. With respect to this account only, we will not assert any statutory right we may have if you are in default to prevent withdrawal of your unpledged credit union shares (Deposits) below the unpaid balance of your account. However, if you give or have given us a specific pledge of your credit union shares (Deposits) by signing the Pledge of Shares or otherwise, or any other security interests for all your debts, your account will be secured by your pledged shares (Deposits) and by the property described in those other security agreements, except for your home.

**15. 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 the 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.

**16. LATE PAYMENT CHARGE** — If your Minimum Payment is not received by the first day of the month following your due date, you will be subject to a \$20 charge.

**17. RUSH FEES** — You may incur additional charges for rush processing and rush delivery of cards and/or PIN mailer.

**18. DRAFT COPIES** — You may incur an additional charge for transaction summary/sale draft documentation.

**19. COPY RECEIVED** — You acknowledge receipt of a copy of this Agreement.

**20. ILLEGAL TRANSACTIONS PROHIBITED** — You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law.

**21. NO USE** — Inactive Visa accounts that have no purchase or cash activity may be closed without notice to you after 18 months of no activity.

**22. NEURAL NETWORK** — PSECU uses neural network systems to predict and prevent unauthorized transactions. There may be occasions when a transaction is declined because it is indicative of possible fraudulent activity.