

**University of Nebraska Federal Credit Union**  
**Visa Credit Card Agreement**  
**Revised September 21, 2010**

This Agreement covers your credit card account with us, University of Nebraska Federal Credit Union ("Issuer" or "us"). The person ("Account Holder" or "You") whose name is embossed on the face of the Visa credit card ("Card") provided to Account Holder and issued by us and each Account Holder, by signing or using the Card, agrees with Issuer to the following terms:

1. **YOUR ACCOUNT.** If you have a joint account, each Account Holder has the right to use the account up to the extended credit limit as described below. Each Account Holder is bound by these terms and each, individually, will be liable for all charges, even if only one of you uses the account. For joint accounts, each individual separately, and both individuals together, are referred to in this Agreement as ("You").
2. **CREDIT CARD ACCOUNT SERVICES.** These services are available through your Card account, up to the amount of your credit limit.
  - a. **Credit Purchases.** You can use your account to purchase goods and services wherever VISA credit cards are accepted (referred to in this Agreement as "Credit Purchases").
  - b. **Cash Advances.** You can get a Cash Advance (referred to in this Agreement as a "Cash Advance") from your account by presenting your Card at a financial institution that accepts VISA. You can also use your Card at some Automated Teller Machines (ATMs). (Not all ATMs accept VISA Cards.) You may not obtain a Cash Advance if your account is delinquent, closed or the amount of the advance would cause your balance to go over your credit limit.
3. **YOU PROMISE TO PAY.** You promise to pay us, when due, the total of all Credit Purchases and Cash Advances you make on your account. You also promise to pay the total of any Finance Charge and other charges due on the account. You also promise to pay all costs and expenses, including reasonable attorneys' fees that we incur in enforcing this Agreement. You may pay your entire balance at any time.
4. **ADDITIONAL CARDHOLDERS OR OTHERS USING YOUR ACCOUNT.** You may authorize others to use your account. You may add additional cardholders to your account at no extra charge. Each additional cardholder will receive a credit card with his or her individual name embossed. You promise to pay for all Credit Purchases and Cash Advances made by anyone you authorize to use your account, with or without a card, and whether or not you notify us that he or she will be using it. If another person has use of your account and you want to end that person's privilege, you must recover and return that person's credit card, if any. If you are unable to recover and return the card, you will continue to be liable for any charges made unless you tell us to cancel all cards and establish a new account for you, which will be done automatically if you notify us of unauthorized use under Paragraph 22 of this Agreement. We may request written verification from you regarding any change or cancellation to your account.
5. **FOREIGN TRANSACTION FEE.** If you make a Credit Purchase, Cash Advance or receive a credit voucher in a foreign currency the transaction will be converted into U.S. dollars by VISA. To the extent that you have used your VISA card to purchase goods or services, or obtain cash in another country, your statement may reflect the conversion into U.S. dollars of transactions which occurred, initially, in a different currency. 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, which rate may vary from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date plus a 1% foreign transaction fee. The current foreign transaction fee of 1% of the transaction amount will be displayed as a separate transaction on your monthly statement. The foreign transaction fee is a finance charge which is imposed from the date of the transaction. Interest does not accrue on the foreign transaction fee.
6. **YOUR CREDIT LIMIT.** Your credit limit is shown on each of your billing statements. You agree not to use your account in any way that will cause your balance to go over your limit. If you do, we may at our option, close your account, and/or exercise any of our other remedies under this Agreement or at law. You must pay the full amount of your balance which is over the credit limit. The fact that we do not ask you for that amount as part of the Minimum Payment shown on your billing statement does not relieve you of your obligation to pay it immediately. We will not authorize any new Credit Purchases or Cash Advances if our records show that doing so will cause your balance to go over your limit. If we do authorize any such Credit Purchases or Cash Advances, such authorization will not result in any waiver of our rights under this section. If we increase your credit limit, we will notify you.
7. **LAW GOVERNING THIS AGREEMENT.** To the extent not expressly prohibited by applicable law, this Agreement and your account, as well as our rights and duties and your rights and duties regarding this Agreement and your account, will be governed by and interpreted in accordance with the laws of the State of Nebraska and the United States, regardless of where you may reside or use your account at any time. This choice of law is made because of a strong relationship between this Agreement and your account to University of Nebraska Federal Credit Union, because Issuer is located in Nebraska, and to insure uniform procedures and interpretation for all of our customers, no matter where they reside or use their accounts. If any term or provision of this Agreement is found to be unenforceable, this will not make any other terms or provisions unenforceable.
8. **LIMITATION ON LAWSUITS.** You agree that any lawsuit based on any cause of action which you may have against us must be filed within one year from the date that it arises or you will be barred from filing a lawsuit. This limitation is intended to include tort, contract, and all other causes of action for which you and we may lawfully contract to set limitations for bringing suit.
9. **HONORING YOUR CARD.** We will not have any responsibility to you if anyone refuses to honor a Card issued on your account. Any refund, adjustment or credit allowed by a Seller shall not be by cash but rather by a

credit advice to us, which shall be shown as a credit on your account statement.

10. **SECURITY FOR THIS ACCOUNT.** If you have other loans or credit extensions from Issuer, or take out other loans or credit extensions with Issuer in the future, collateral securing those loans or credit extensions will also secure your obligations under this Agreement. However, unless you expressly agree otherwise, your household goods and dwelling will not secure your obligations under this Agreement even if Issuer has or later acquires a security interest in the household goods or a mortgage on the dwelling. If you have executed a written agreement granting a security interest in any deposit accounts (checking, savings, or share accounts) or other funds held by Issuer to secure your obligations under this credit card plan, such accounts and/or funds are additional security for your obligations to Issuer arising from the use of your Card.
11. **PAYMENT PERIOD.** You will receive monthly billing statements from us. The New Balance shown on your statement is the total of unpaid obligations which have been posted to your account as of the statement date. You can either pay the entire New Balance or you can pay in installments, but we must receive at least the Minimum Payment shown on your billing statement by the payment due date. The Minimum Payment is 4% of that portion of the New Balance which does not exceed your credit limit, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, or \$10, whichever is greater.
12. **PAYMENT APPLICATION.** Subject to applicable law, your payments may be applied to what you owe Issuer in any manner the Issuer chooses, in its sole discretion. We may accept checks marked "Payment in Full" or with words of similar effect without losing any of our rights to collect the full balance of your account.
13. **IMMEDIATE REPAYMENT OF YOUR FULL BALANCE.** You will be in default, and we may, without notifying you, temporarily suspend your credit, close your account, cancel all Cards issued on it and require immediate payment of your entire balance if any of the following occurs:
  - a. You fail to make a payment when it is due;
  - b. You do not follow the terms of this Agreement in any way;
  - c. You have made any false or misleading statement on the application for your account;
  - d. You fail to pay any other loans you owe us;
  - e. You become insolvent or die;
  - f. There is an attachment, execution or levy against your property or you make an assignment for the benefit of creditors;
  - g. A bankruptcy petition is filed by or against you or your spouse;
  - h. A guardian, conservator, receiver, custodian, or trustee is appointed for you;
  - i. You are generally not paying your debts as they become due;
  - j. There has been a material adverse change in your financial standing; or
  - k. You terminate your membership in the University of Nebraska Federal Credit Union.
14. **REEVALUATION OF CREDIT.** We can reinvestigate and reevaluate any information you provided on your credit application at any time, and in the course of doing so, we may ask you for additional information, request credit bureau reports and/or otherwise verify your current credit standing.
15. **PERIODIC FINANCE CHARGE.** Interest charges will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25-day period, interest charges will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment, if more than 25 days from the closing date. Interest charges will be imposed on Cash Advances on the transaction date and will continue to accrue until the date of payment.

Separate average daily balances are calculated for Credit Purchases and Cash Advances. The Monthly Periodic Rate for Credit Purchases and Cash Advances is currently 0.5542%, with a corresponding **ANNUAL PERCENTAGE RATE** of 6.65%. Your **ANNUAL PERCENTAGE RATE** may vary and may increase when the Prime Rate increases. The **ANNUAL PERCENTAGE RATE** is determined by adding a margin of 3.4% to the highest Prime Rate as published in *The Wall Street Journal* on the last publication day of March, June, September, and December. The **ANNUAL PERCENTAGE RATE** will change on the first day of the next billing cycle. Any increase in the **ANNUAL PERCENTAGE RATE** may increase your scheduled Minimum Payment amount.

We figure the interest charge on your account for Credit Purchases by applying the Periodic Rate to the "average daily balance" of your Credit Purchases. To get the "average daily balance" we take the beginning balance of your Credit Purchases each day, add any new Credit Purchases posted to your account and subtract any unpaid interest or other Finance Charges and any payments or credits received. This gives us the daily balance. Then we add up all the Credit Purchase daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance".

We figure the interest charge on your account for Cash Advances by applying the Periodic Rate to the "average daily balance" of your Cash Advances. To get the "average daily balance" we take the beginning balance of your Cash Advances each day, add any new Cash Advances posted to your account and subtract any unpaid interest or other Finance Charges and any payments or

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credits received. This gives us the daily balance. Then we add up all the Cash Advance daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance".

16. **OTHER CHARGES.** The following other charges (fees) will be added to your Account, as applicable:
  - a. **Late Payment Fee.** If we do not receive at least your Minimum Payment within 10 days after the due date indicated on your billing statement, we will impose a Late Fee up to \$20.00.
  - b. **Card Replacement Fee.** We reserve the right to charge you \$5.00 to replace a card.
  - c. **Returned Check Fee.** If a check or share draft used to make a payment on your Account is returned unpaid, you will be charged a fee up to \$10.00 for each returned item.
  - d. **Document Copy Fees.** We may charge you reasonable fees for copies of sales drafts or statements that you request (except when the request is made in connection with a billing error made by the Issuer).
  - e. **Other Fees.** We may charge you fees assessed by other merchants or financial institutions for your usage of the Card, PIN number, account number, or any combination of the three, including, but not limited to, Telex charges.
17. **IF YOU CHANGE YOUR NAME OR ADDRESS.** You agree to notify us in writing within twenty days if you change your name, your home or mailing address, or home or business telephone number.
18. **OUR RIGHT TO CANCEL YOUR ACCOUNT.** We can cancel your account at any time, or reduce the amount of your credit line, without notice to you, except in those situations where notice is required by law. If we cancel your account, you agree to destroy all Cards issued on your account by cutting them in half and returning them to us. You will continue to be responsible for full payment of the balance on your account and all charges to your account, including those not yet received by us, as well as subsequent Finance Charge and other charges. Each Card is our property, and you agree that the Cards are not transferable and to surrender any Card upon demand.
19. **CHANGE IN TERMS OF YOUR ACCOUNT.** We can change any terms of your account at any time. We will provide you with such notice as is required.
20. **IF YOUR CARD IS LOST OR STOLEN OR IF AN UNAUTHORIZED USE MAY OCCUR.** You agree to notify us immediately if your Card is ever lost or stolen or if an unauthorized use may have occurred. You can notify us by calling 402-472-2087 during regular business hours. After hours or weekends, call (800) 682-6075, internationally, call collect at (206) 352-3482. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your Card and to comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user.

21. **LIABILITY FOR UNAUTHORIZED USE OF CARD.** We may hold you liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.
22. **CREDIT INFORMATION.** You agree that we may release information to others, such as credit bureaus, regarding the status and history of your account. However, we are not obligated to release any such information to anyone unless we are required by law to do so.
23. **WAIVERS.** If, for any reason, we do not make use of any of our rights under this Agreement on a particular occasion, that will not limit our rights in the future in any way.
24. **OUR ADDRESS.** Send payments to the address listed on the front of the billing statement. To inquire or send correspondence, write us at the address indicated on the front of the billing statement.
25. **IMPORTANT NOTICE TO CARDHOLDER WHO CONTACTS US BY PHONE.** Cardholder agrees that Issuer, its agents and service companies may, without the need to seek additional confirmation from Cardholder, monitor and/or record any telephone communications with Cardholder to insure that inquiries from you are handled promptly, courteously, and accurately.
26. **VISA RULES AND REGULATIONS.** The services being provided to you under this Agreement are made possible by issuer's status as a licensee of VISA USA. You recognize Issuer's responsibility to comply with the current VISA USA rules and regulations and changes to them in order to continue to provide these services.
27. **REGULATION Z INITIAL DISCLOSURES.** By using your Card, you acknowledge receipt from us of the Initial Disclosures required by Regulation Z of the Truth-In-Lending Act and that the terms contained in the Initial Disclosures apply to you and your use of the Card and are incorporated in full into this Agreement. The information about the terms and costs of the Card described in this Agreement is accurate as of the Revised Date. This information may have changed after that date. To find out what may have changed, call us at (402) 472-2087 or write to us at University of Nebraska Federal Credit Union, 1630 Q Street, P.O. Box 82847, Lincoln, NE 68501-2847.
28. **ILLEGAL TRANSACTIONS.** Any financial service provided by University of Nebraska Federal Credit Union may be used for any transaction permitted by law. I agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at University of Nebraska Federal Credit Union's discretion. I further agree, should illegal use occur, to waive the right to sue University of Nebraska Federal Credit Union for such illegal activity directly or indirectly related to it. I also agree to indemnify and hold University of Nebraska Federal Credit Union harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

#### **YOUR BILLING RIGHTS: KEEP THIS NOTICE FOR FUTURE USE**

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.**

##### **What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at:

University of Nebraska Federal Credit Union  
1630 Q Street  
P.O. Box 82847  
Lincoln, NE 68501-2847

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.