

ARMY AVIATION CENTER FEDERAL CREDIT UNION MASTERCARD CREDIT CARD AGREEMENT

In this Agreement the words "you" and "your" mean each and all of those who have applied for the Card, signed the Card, used the Card or authorized someone else to use the Card. "Card" means the MasterCard Credit Card and any duplicates and renewals we issue. Everyone who receives, signs or uses a Card issued under this Agreement must be a member of this Credit Union. "Account" means your Army Aviation Center Federal Credit Union MasterCard Credit Card Line of Credit Account with us. "We", "us" and "ours" mean Army Aviation Center Federal Credit Union. If you do not agree to the terms and conditions of this Agreement, you must not use any Card issued to you, and you must cut all Cards issued to you in half and return them to us.

1. Responsibility - If we issue you a Card, you agree to repay all debts and the FINANCE CHARGE arising from the use of this Card and the Account. For example, you are responsible for charges made by yourself, your spouse and minor children. You also agree to be 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 if you 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. Any person using the Card is jointly responsible with you for charges he or she makes, but if that person signs the Card, he or she becomes a party to this Agreement and is also jointly responsible for all charges on the Account, including yours.

2. Lost Card Notification - If you believe the Card has been lost or stolen, you will immediately call us at: 1-800-449-7728. There is a \$15 charge for replacement of a lost or damaged Card. A cardholder has no liability for unauthorized use of a U.S. - issued MasterCard-branded card. If the cardholder meets all of the following conditions: (a) The cardholder demonstrates that he/she has exercised reasonable care with the card, (b) The cardholder has not reported two or more incidents of unauthorized use on his/her account within the preceding twelve months and (c) The cardholder's account is in good standing. If the cardholder does not meet all of the above conditions, the cardholder's liability for unauthorized use of a U.S.-issued MasterCard-branded card is a maximum of \$50.00. The term "unauthorized" use does not include losses that occur due to the following conditions: (a) Use of the Card from which the cardholder received a benefit, or (b) Use of the Card by a person with actual, implied, or apparent authority. These limits of liability may be exceeded to the extent allowed under applicable law if the issuer has determined that the cardholder handled the account in a fraudulent or grossly negligent manner. These rules do not apply to Maestro and Cirrus card transactions.

3. Credit Line - If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the Card. You agree not to let the Account balance exceed this approved Credit Line. Each payment you make on the Account will restore your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our lending manager 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 our adverse reevaluation of your credit worthiness. You may also terminate this Agreement at any time, but termination by either you or us does not affect your obligation to pay the Account balance. The Cards remain our property, and you must recover and surrender to us all Cards upon our request and upon termination of this Agreement.

4. 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, to the extent authorized in our By-Laws.

5. 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, 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. You may, of course, pay more frequently, pay more than the Minimum Payment or pay the Total New Balance in full, and you will reduce the FINANCE CHARGE by doing so. The Minimum Payment will be either (a) 3.0% of your Total New Balance, or \$10.00, whichever is greater, or (b) your Total New Balance, if it is less than \$10.00, plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. 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 your payments first to the previously billed and unpaid FINANCE CHARGE on cash advances; then to the previously billed and unpaid FINANCE CHARGE on purchases; then to previously billed cash advances; then to previously billed purchases; then to new cash advances; then to new purchases.

6. Finance Charges - If you have a zero purchase balance at the beginning of a statement cycle, you can avoid a FINANCE CHARGE on purchases billed during the cycle by paying the full amount of the New Balance on Purchases within 25 days of your statement closing date. Otherwise, purchases will be subject to a FINANCE CHARGE from the date they are posted to your Account. Cash advances are always subject to a FINANCE CHARGE from the date they are posted to your Account. The FINANCE CHARGE (interest) on the PLATINUM CARD is calculated at the current periodic rate of .024384% per day, on the average daily principal balances of purchases and cash advances on the Account. The FINANCE CHARGE (interest) on the PLATINUM CU Rewards™ CARD is calculated at the current periodic rate of .03534% per day, on the average daily principal balances of purchases and cash advances on the Account. Separate Finance Charges for purchases and cash advances are determined by multiplying the periodic rate by the separate average daily balance for purchases and cash advances. Each average daily balance is determined by taking the beginning balance (of cash advances and purchases) in your account each day and adding any payment or credits. The results are the daily balances. The daily balances are totaled, and divided by the number of days in the statement period to produce separate average daily principal balances for purchases and cash advances to which the periodic rate is then applied.

7. Other Charges - A late fee of 10% of the amount past due will be assessed on the first day of the following month if the account is one month or more delinquent. The minimum late charge will be \$5.00. A charge of \$5.00 per copy, plus applicable state sales tax, may be assessed for copies of documents requested by cardholder when the charge is not prohibited by law or regulation.

8. Default - You will be in default if you fail to make any Minimum Payment when due. You will also be in default if (a) 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 the Agreement, (b) you break any promise you have made to us under this Agreement or any other agreement you have with us, (c) any statement you have made in this Agreement in connection with Agreement or in connection with any other agreement you have with us is not true or (d) we should otherwise feel insecure in receiving payment of the Account balance for whatever reason. If you are in default, we have the right to demand immediate payment of your full Account Balance at once, without notice to you. In the event of a default, you agree to pay all costs of collecting the amount you owe under this agreement including, if the unpaid balance under this plan is greater than Three Hundred Dollars (\$300.00) at the time of collection, reasonable attorney's fees if the debt is referred for collection to any attorney who is not our employee and if suit is filed, court costs.

9. Using the Card - You may use the Card issued to you to make purchases in person, and by mail or telephone from merchants and others who accept MasterCard cards. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the MasterCard program and from automated teller machines (ATMs), such as MasterCard ATM Network, which provide access to the institutions participating in the MasterCard program and from automated teller machines (ATMs) Network, which provide access to the MasterCard system. (Not all ATMs provide such access). You will need to use the Personal Identification Number (PIN) to obtain a cash advance from an ATM. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of transaction in order to verify the monthly statement. We may make a reasonable charge for photocopies of slips you request.

10. Returns and Adjustments - Merchants and others, who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your Account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1 or more, refund it on your written request or automatically after 6 months.

11. Foreign Transactions - If you effect a transaction with your MasterCard Credit Card in a currency other than U.S. dollars, MasterCard International Incorporated will convert the change into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions generally, is either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

12. Plan Merchant Disputes - We are not responsible for the refusal of any plan merchant or financial institution to honor your Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt but have been unable to obtain satisfaction from the plan merchant, and: (a) your purchase was made in response to an advertisement we sent or participated in sending you or (b) your purchase cost more than \$50 and was made from a plan merchant in your state or within 100 miles from your home. Any other disputes you must resolve directly with the plan merchant.

13. 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 use of the Card. If you default, we will have the right to recover any of these goods which have not been paid for through our application of your payments in the manner described in Paragraph 6. By use of the card, you acknowledge that you have signed and agree to the terms and conditions of a separate security agreement, which is made a part of this Agreement by this reference, granting a security interest in all shares in the Credit Union (except individual Retirement Accounts) including all accounts from which you have a right to withdraw, whether such accounts are held jointly, individually or in trust, as security for any and all monies advanced or purchases made by use of the Card and any interest or fees thereon. Upon default, you authorize us to take what you owe us out of any account you have with us or have an ownership interest in from which you have the right to withdraw. You further acknowledge that this security interest in your shares extends to all money for shares you have with us now or may hereafter have with us and that you understand that such a security interest is a condition of our granting you the Card.

14. Effect of Agreement - This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you any advance written notice required by law. Any amendment to this Agreement will take effect on the day it is mailed unless advance notice is required by law. Your use of the Card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing Account balance as well as to future transactions.

15. Governing Law - The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Alabama and any applicable Federal law.

16. Delay in Enforcement - No delay in enforcement of our rights under this agreement will result in any loss of our rights or relieve you of any of your obligations.

17. Invalidity of Provisions and Captions - If any provision of this Agreement is deemed invalid, the rest of this Agreement will remain in full force and effect. The paragraph headings are for convenience only and do not form a part of this Agreement.

18. Acknowledgement - Use of the Card received herewith serves as your acknowledgement of the terms and conditions set out herein and your agreement to be jointly and severally bound by each of said terms.

19. Use of Copies of Plan Documents - Each of you agree that we are not required to maintain the original of this document or any other document in connection with the Plan. You also agree that no document executed in connection with the Agreement needs to be returned to you after execution of such document.

20. You agree the Card may not be used for any illegal or unlawful activity or transaction including but not limited to, illegal gambling.

IMPORTANT CREDIT CARD DISCLOSURES

The following disclosure represents important details concerning your credit card. The information about costs of the card is accurate as of March 1, 2010. You can contact us toll free at (800) 448-4096 or P.O. Drawer 8, Daleville, AL, 36322 to inquire if any changes occurred since this effective date.

INTEREST RATES AND INTEREST CHARGES:

Annual Percentage Rate (APR) for Purchases, Cash Advances & Balance Transfers	Platinum MasterCard®	Platinum CUREwards™ MasterCard
	8.90% This APR will not vary for the life of the balance.	12.90% This APR will not vary for the life of the balance.
How to Avoid Paying Interest on Purchases	Your due date is at least 21 days after we mail your billing statement. We will not charge you interest on purchases if you pay your entire new purchase balance by the due date each month.	
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard	

FEES:

Fees to Open or Maintain your Account	
- Annual Fee:	None
- Application Fee:	None
- Inactivity Fee:	None
Transaction Fees	
- Balance Transfer:	None
- Cash Advance:	None
- Foreign Transaction:	1% of each transaction in U.S. dollars if the transaction involves a currency conversion 1% of each transaction in U.S. dollars if the transaction does not involve a currency conversion
PENALTY FEES:	
- Late Payment	10% of the amount past due one month or more, minimum \$5.00
- Over-the-Credit Line	None
- Returned Payment	\$25.00 if your payment is returned for any reason

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).”

Notice: The Annual Percentage Rate of 8.90% on Platinum cards has a daily periodic rate of .024384% and the Annual Percentage Rate of 12.90% on Platinum CUREwards cards has a daily periodic rate of .035343%. The regular Annual Percentage Rate on purchases and cash advances remains unchanged.