

**QWIKLOAN LOANLINER® CREDIT AGREEMENT/LINE
OF CREDIT AND TRUTH IN LENDING DISCLOSURE**

CREDIT AND SECURITY AGREEMENT

This LOANLINER Credit Agreement and Line of Credit Agreement and Truth in Lending Disclosure will be referred to as this Plan. You and your mean each person who signs this Plan or the application for this Plan. The credit union means Corning Credit Union or anyone to whom the credit union transfers its rights under this Plan.

HOW THIS PLAN WORKS - The credit union anticipates that you will borrow money (called advances) under this Plan from time to time. The credit union, however, is not required to make advances to you under this Plan and can refuse a request for an advance at any time. The Addendum describes the different categories of credit (called subaccounts) available under this Plan. The Addendum also describes the types of advances that can be available under each subaccount. In its letter approving your application, the credit union will state the credit limit for each subaccount. If the credit union does not give you a specific dollar limit, it will determine the amount you will be permitted to borrow each time you request an advance. If the credit union does not give you a specific dollar limit, it will determine the amount you will be permitted to borrow each time your request an advance. Any offer of credit made to you will expire 30 days after the offer is made.

PROMISE TO PAY - You promise to repay to the credit union all advances made to you under this Plan and any applicable charges described in this Agreement and the Addendum together with interest on what you owe until the total amount has been repaid including during the period after a judgment has been rendered against you for the amount due until paid in full. The interest rate depends on the type of advance you receive. The Addendum shows the current interest rates as daily periodic rates and their corresponding annual percentage rates. If the interest rate for any or all advances is a variable interest rate, the Addendum explains how the variable interest rate works.

AUTHORIZED USERS - Each member that is a joint owner on any Share Savings Account to which an Unsecured Line of Credit is tied is an authorized user with the ability to request loan advances through transfers using the audio response system, through the use of an ATM Card or Check Card, or through Home Banking. This includes joint members/owners presently on the account and joint members/owners added in the future.

ADVANCES - Advance checks may be sent by mail or advances may be made by a draft issued on your behalf and payable to a third party, or may be deposited in your share or share draft account at the credit union's option. Each advance must be at least \$200. When you request an advance, you are agreeing that the advance will be covered by this Agreement and will be repaid according to its terms. If you request a secured advance, you will provide the credit union with all documents necessary for it to legally perfect its security interest.

ADVANCES FOR CREDIT INSURANCE - If you elect optional credit accident and health insurance and/or optional credit life insurance, a separate monthly insurance premium will be calculated and due for each subaccount for which you elect insurance. The credit union will make an advance to pay each premium and add that advance to the principal amount outstanding under the applicable loan number. A FINANCE CHARGE will be imposed on the advance at the ANNUAL PERCENTAGE RATE applicable to the type of advance to which the loan number applies. You understand that the insurance company may change the amount of the premium from time to time.

PAYMENTS - Your minimum monthly payment will consist of any amount past due, any amount by which you have exceeded any credit limit you have been given for a subaccount, all outstanding finance charges, the premium for any monthly insurance coverage you have elected, and a portion of the principal you owe. The amount of your payment for an advance is determined according to the payment schedule in the Addendum. If the Addendum has no payment schedule for the type of advance you receive, the amount and due date of the payments will be determined at the time of the advance. Payments are due on the last day of each month unless a different date is set by the credit union at the time of an advance. You may prepay all or part of what you owe at any time without any prepayment penalty.

Monthly Payments: When you request an advance which the credit union requires that you repay in monthly payments, the credit union will inform you on the Advance Request Voucher or similar document of the minimum monthly payment you will have to make to repay the advance. Your minimum monthly payment will be the amount necessary to repay that advance, plus FINANCE CHARGES, plus the premium for any insurance coverage you have elected, in equal monthly payments over the time allowed by the credit union for that advance. Your acceptance of that advance will constitute your agreement to repay that advance and to make the minimum monthly payment. If you have more than one unpaid advance which you are repaying on a monthly basis, your minimum monthly payment will be the total of the payments due on each advance.

If you take an advance under your unsecured line of credit subaccount, the credit union will inform you of your minimum payment on your monthly account statement. You must make a minimum monthly payment to the credit union of at least the following: all past due amounts, plus the greater of (a) 2% of the total outstanding principal balance as of the date of your last advance, rounded to the nearest whole dollar amount, or (b) the minimum monthly payment. If your remaining balance is less than the amounts calculated using (a) or (b) in the previous sentence, you must pay off the remaining balance. Your acceptance of the funds advanced constitutes your agreement to repay the advance and make the minimum monthly payment.

Other Than Monthly Payments: When you receive an advance that the credit union is willing to permit you to repay in other than monthly payments, the credit union will describe on the Advance Request Voucher or similar document the date or dates on which your payment(s) will be due and the amount of your payment(s). Your acceptance of that advance will constitute your agreement to repay the advance and to make the payment(s) in accordance with the terms established by the credit union.

APPLICATION OF PAYMENTS - Your payments may be applied by the credit union to meet your obligations to it in any order it chooses as long as it complies with the law. If your payment is more than your minimum monthly payment plus any non-monthly payment then due, the excess will be deposited in your share account. However, you may direct the credit union in writing to apply any part of the excess of cash payment to repay your loans.

COST OF CREDIT - The dollar amount you pay for money borrowed is called a finance charge, and begins on the date of each advance. To compute the finance charge, the

(Continued on next page)

CREDIT AND SECURITY AGREEMENT

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 new advances have been added. A finance charge will be computed separately for each separate balance under this Plan.

SECURITY INTEREST - You pledge as security for the Plan all shares and dividends and, if any, all deposits and interests 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. **Statutory Lien** - if you are in default on a financial obligation to us, federal law gives us the right to apply the balance of shares and dividends in all individual and joint accounts you have with us to satisfy that obligation. After you are in default, we may exercise this right without further notice to you. 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.

RELEASE OF SECURITY - After all of your obligations to the credit union which are secured by collateral are paid in full, you may request in writing that the credit union release its security interest and it will do so.

DEFAULT - You will be in default if you do not make a payment of an amount required when it is due. You will be in default if you break any promise you made in connection with this Plan or any advance. 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 update of credit information. You will be in default if anyone who has signed a security agreement in connection with this loan is in default. You will also be in default if something happens which the credit union believes may substantially reduce your ability to repay what you owe. You will be in default if you do not make any payment on time for any loan that you have with the credit union. You will be in default if you fail to keep in your share account, at all times, the amount required by the credit union for you to remain a member in good standing. You will be in default if any person tries by legal means to take any of your money held by the credit union or any legal judgment is entered against you. You will be in default if you fail to have the credit union listed as lienholder on the Certificate of Title for any motor vehicle that is subject to a Security Agreement between you and the credit union. You will be in default if the property covered by your security agreements with the credit union does not fully protect the credit union or is in any way endangered. If anyone who is obligated to make payments under this Agreement is in default, everyone obligated to make payments is in default.

When you are in default, the credit union can demand immediate payment of the unpaid balance of all advances made under this Agreement without giving you advance notice. If the credit union demands immediate payment of the unpaid balance, you will continue to pay interest at the same interest rate as specified in this Agreement until what you owe has been repaid in full including during the period after judgment has been rendered against you for the amount due until paid in full. If the credit union has demanded immediate payment of the unpaid balance, the credit union can apply the shares and deposits that you have given as security under this Agreement towards what you owe. The credit union can also exercise any other rights the law gives the credit union when you are in default.

INCREASED INTEREST RATE UPON SOME DEFAULTS - If you default under this Agreement or the Security Agreement by doing something which materially deprives the credit union of, or decreases the value of, the collateral given the credit union when you received a secured advance (such as failing to list the credit union as a lienholder on a motor vehicle Certificate of Title, failing to insure or maintain the secured property, etc.), the credit union may increase the interest rate on the advance to the interest rate the credit union is then charging on unsecured loans (but not higher than 18% or the maximum rate allowed by law, whichever is less). The credit union may also increase your minimum monthly payment. These rights are in addition to any other rights the credit union may have, including the rights to declare a default and to demand immediate payment in full of all amounts you owe.

LATE CHARGES - If you are 15 or more days late in making a payment, you will pay a late charge of 2% of the past due payment with a minimum of \$5.00 and a maximum of \$15.00.

COLLECTION COSTS - You promise to pay all costs of collecting the amounts you owe the credit union under this Agreement, including court costs and reasonable attorney's fees. The credit union may use your loan payments to cover these expenses.

PROPERTY INSURANCE - You will be required to purchase property insurance on certain types of security that you give for advances. You may purchase the property insurance from anyone you choose that is acceptable to the credit union.

"PAID IN FULL" CHECKS - The credit union may accept checks marked "Paid in Full, Accord and Satisfaction" or words of similar import, without giving up the credit union's rights to collect the balance owed.

CANCELLING OR CHANGING THIS PLAN - The credit union has the right to change the terms of this Plan from time to time after giving you any advance notice required by law. Any change will apply to future advances, and at the discretion of the credit union, and subject to any requirements of the applicable law, will also apply to unpaid balances. An increase in the daily periodic rate under a variable interest rate is not considered a change in terms under this Plan.

The credit union can cancel the entire Plan or any part of this Plan at any time. You can cancel this Plan at any time. Your obligation to pay the unpaid balances under the terms of this Plan continues whether you or the credit union cancel this Plan or any part of this Plan.

STATEMENTS AND NOTICES - On a regular basis you will receive a statement showing all transactions under this Plan during the period covered by the statement. Statements and

(Continued on next page)

CREDIT AND SECURITY AGREEMENT

notices will be mailed to you at the most recent address you have given the credit union in writing. Notice to any one of you will be notice to all.

JOINT ACCOUNTS - If this is a joint account, each of you authorizes the other(s) to get advances individually under this Plan. That means an advance can be made upon the request of only one of you and that an advance check can be issued to only one of you or the advance can be deposited into an account at the credit union owned by any one of you.

If you give inconsistent instructions the credit union can refuse to follow your instructions. Each of those who sign this Plan will be individually and jointly responsible for paying the entire amount owed under this Plan. That means the credit union can enforce its rights under this Plan against any one of you individually or against all of you together.

RELEASE OF CO-BORROWERS - A co-borrower may give the credit union written notice that he or she is not responsible for future obligations under this Agreement. The co-borrower, however, is still responsible for all obligations which exist at the time the credit union receives written notice of termination.

UPDATING INFORMATION - You promise that you will promptly give the credit union written notice if you move, change your name or employment, or if any other information you provided to the credit union changes. You also agree to provide the credit union updated financial information about yourself upon request.

CHANGE OF EMPLOYMENT - You agree to notify the credit union within ten (10) days after (a) you change or terminate your employment other than for retirement or (b) your income is reduced for any reason other than retirement. Upon receipt of that notice, the credit union will send you an application form for a QwikLoan LOANLINER Credit Agreement/Line of Credit, and you will complete that reapplication and return it to the credit union within fourteen (14) days. The credit union will re-evaluate your application. If it approves your reapplication, the credit union will notify you of your new credit limits. Until the credit union notifies you, you understand and agree that no

further advances will be made under this Plan, but you will continue to be obligated to make payments as required under this Plan. By signing the reapplication, you agree to be bound by all the terms contained in this Agreement.

DELAY IN USING RIGHTS - The credit union can delay enforcing any of its rights any number of times without losing its rights. If the law makes any term(s) of this Plan unenforceable, the other terms will remain in effect.

DIRECT DEPOSIT/SPLIT DIRECT DEPOSIT/AUTOMATIC PAYMENT - You may voluntarily elect direct deposit or split direct deposit by completing a direct deposit authorization form from your employer. Under the split direct deposit option, your employer will send all or a portion of your net pay to the credit union. Under the direct deposit option, your employer will send to the credit union the portion of your net pay that you designate. The credit union will deposit the amount it receives from your employer under either option to your share or share draft account as you direct. Your employer will be acting on your behalf. If for any reason your employer fails to make a payment to the credit union as requested, the credit union will have no liability or responsibility for the failure, and need not notify you that it did not receive the expected payment. Your direct deposit or split direct deposit amount is not insured by the NCUA until it is posted to your share or share draft account.

You may also elect by verbal or written instruction to the credit union to make some or all of your loan payments automatically by the transfer of shares from your share or share draft account. On the dates that payment is due for the advances you have elected to pay by automatic payment, the credit union will remove from your share or share draft account sufficient funds to pay the amount due. You are free to withdraw funds from your share or share draft account at any time.

This document does not reduce or otherwise change the credit union's rights under the Section above called "Security Interest". Your voluntary payroll elections do not change your contractual obligations to the credit union. You can change or terminate your elections at any time by verbal or written notice to the credit union.

LINE OF CREDIT PERMANENT SECURITY AGREEMENT

In this Agreement, the words, "you" and "your" refer to all those persons signing this Agreement or any document incorporating this Agreement, including all borrowers and co-borrowers. The words "credit union" refer to Corning Credit Union.

SECURITY - To protect the credit union if you default on any debt you at any time owe the credit union, you give the credit union what is known as a security interest in any property listed on any check or draft constituting or receipt evidencing a secured advance made under the QwikLoan LOANLINER Credit Agreement/Line of Credit or listed on an Advance Request Voucher and Security Agreement you sign. This Agreement and the check, draft, receipt or Advance Request Voucher and Security Agreement together make up your entire security agreement with the credit union. When you sign the check, the draft, or Advance Request Voucher, or withdraw all or part of the advance from your account, you agree to the grant of the security interest.

The debts secured by the security interest you are giving the credit union include all debts you currently owe the credit union including credit card loan(s), and all debts you may owe the credit union in the future, whether or not the debts arise under this QwikLoan Agreement and whether or not you expressly refer to this security interest when you incur the debt. However, a security interest in your dwelling

or household goods, if any, secures only the advance for which it is given. This security interest covers the Secured Property together with any additions to it or replacements for it acquired within 10 days of the advance, and proceeds from any sale or other disposition of it.

OWNERSHIP OF SECURED PROPERTY - You promise that you are the only owner of the Secured Property. No security interests or other interest such as mortgages exist against the Secured Property except for those you give the credit union by this Agreement. If the loan advance is made to provide you with funds to purchase the Secured Property, you promise to use the advance for that purpose. You own the Secured Property free and clear and will not allow anyone else to obtain any interest in it. You will pay all costs and expenses, including reasonable attorney fees, necessary to assure that no one else can make any claim to the Secured Property.

PROTECTION OF THE CREDIT UNION'S SECURED INTEREST - You authorize the credit union to take any action the credit union decides is necessary to protect the credit union's security interest. The credit union may file financing statements and other official documents relating to the Secured Property in any appropriate public office. The credit union may file such financing statements without

(Continued on next page)

LINE OF CREDIT PERMANENT SECURITY AGREEMENT

your signature on them. You will make sure that no financing statements or other notices of interest in the Secured Property will be on file at any public office except those the credit union files. You will make sure that the credit union is listed as the only lienholder on any Certificate of Title to a motor vehicle which is collateral under this Agreement. You will provide the credit union with all documents necessary to create and protect its security interest.

TRANSFERS OF SECURED PROPERTY - You will not sell, transfer or offer to sell or transfer the Secured Property without first getting the credit union's written consent.

INSURANCE - You will keep insurance the credit union approves on the Secured Property. You may obtain insurance from anyone you want that is acceptable to the credit union. The insurance will cover normal risks such as fire, theft, and so-called extended coverage. If the Secured Property includes motor vehicles, you will obtain collision insurance. Your insurance will show the credit union's interest in the property. The insurance will provide for payment to the credit union in the amount of your debt. You authorize the credit union to make settlements with the insurance company and to take any money paid by it. You will give the credit union 10 days written notice before the insurance policies are cancelled.

MAINTENANCE - You will keep the Secured Property in good order and repair. You will not do anything to decrease the value of the Secured Property. You will not violate any laws in using the Secured Property. The credit union may inspect the Secured Property at any time no matter where it is located.

TAXES - You will pay all taxes related to the Secured Property or this Agreement.

RIGHTS OF THE CREDIT UNION - The credit union may pay any taxes relating to the Secured Property at any time. The credit union may also make payments or take any other steps to remove any other interests in the Secured Property. The credit union may insure or maintain and protect the Secured Property if it believes it to be necessary. You will promptly reimburse the credit union for any costs or payments they make under this section and you will pay interest on those payments at the rate then being charged by the credit union for advances under the "Signature Subaccount" with repayment up to 24 months from the date the credit union makes the payment until the date you reimburse us.

YOUR RIGHTS - You may keep and use the Secured Property unless you default under this Agreement.

FAILURE TO KEEP THE AGREEMENT (DEFAULT) - Without giving you notice, the credit union can require that you repay all your obligations immediately if:

- You do not make any payments on time, or
- You default under or fail to keep any agreement with the credit union, or
- You fail to remain a member in good standing of the credit union due to your failure to maintain at least the minimum amount required in your share account or otherwise, or
- Any bankruptcy petition is filed by or against you or anyone is appointed to take charge of your property for creditors, or
- Any person tries to legally take any of your property in the credit union's possession, or

- You did not tell the entire truth, or did not list all your debts, in obtaining credit from the credit union, or
- You die or become legally unable to handle your affairs, or
- The credit union honestly believes you cannot repay your obligations on time, or
- You fail to give the credit union notice within ten (10) days after you change or terminate your employment or your income is reduced for any reason other than retirement.

These events are called "defaults". The credit union is not required to use any security it has before enforcing its rights against you or any co-borrower.

OUR REMEDIES UPON DEFAULT - If you default, the credit union can demand immediate payment of all your debts to us. The credit union may also exercise any other legal rights such as repossessing the Secured Property and on ten days prior notice, selling it to pay part or all of your debts to the credit union. In the event you default, the credit union may cancel your Member's Choice AutoCare™ Mechanical Repair Agreement and collect any refund due as a result of such cancellation. This right of cancellation shall be in addition to, not lieu of, all other rights of cancellation that may exist. If the advance on which you defaulted was used for the purpose of financing your motor vehicle, this section does not alter any right of redemption you may have under New York Law. If you leave any property that is not covered by this Agreement in the Secured Property, the credit union will not be responsible for that property and if you do not claim it within 10 days of repossession, you will be deemed to have abandoned it. You will have to pay the credit union any amount that remains unpaid after the money from the sale is applied to pay the loans and other amounts you owe the credit union. If there is any money left over after paying all amounts you owe the credit union, the credit union will pay that money to you.

COLLECTION COSTS - If you default and the credit union has to sue you or take other action to collect what you owe, you will pay the credit union's costs and its reasonable attorneys' fees.

FAILURE TO EXERCISE RIGHTS - You understand that the credit union may accept partial or late payments (even marked "Paid in Full, Accord and Satisfaction" or words of similar import) without losing any of its rights on default. The credit union may also delay or fail to exercise any rights under this Agreement without losing its ability to exercise those rights any other time.

SUCCESSORS - Anyone taking your place such as your heirs, legal representatives, successors, or persons taking assignments of your rights under this Agreement, shall have the same obligations as you have under this Agreement.

CO-BORROWERS - If you sign as a co-borrower, you agree to be equally responsible with the borrower. The credit union does not have to notify you if debts are not paid. The credit union can change the terms of any agreement with the borrower and release any Secured Property without notifying you and you will not be released from responsibility.

STATE LAW - This Agreement will be interpreted according to and enforced under New York State and Federal Laws.

(continued on next page)

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 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. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement 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 a credit card account automatically from your share account 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 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.

CERTIFICATE OF INSURANCE
Credit Life/Credit Disability

Within 15 days after you receive this Certificate, you have the right to return the Certificate to the credit union for cancellation and any premium paid by you will be immediately returned.

We certify that while we are paid the premiums for the Group Policy by the credit union as they become due, you are insured for the coverage marked in the Schedule, subject to the terms of the Group Policy issued to the credit union.

BENEFITS

Benefits are paid to your credit union to pay off or reduce your loan. If the benefits are more than the balance of your loan, the difference will be paid to you if you are living or to the Beneficiary named by you, if any, or to your estate.

Death Benefit. If you die while you are insured for life coverage, we will pay the principal balance of your loan on the date of your death, plus not more than six (6) months unpaid interest on your loan to that date, not to exceed the Maximum Amount of Life Insurance.

Joint Insured Death Benefit. If your joint insured dies while insured for life coverage, we will pay on the same basis as above. Only one (1) death benefit, however, is payable under this Certificate.

Total Disability Insurance Benefit. If you are insured for disability coverage, we will pay a benefit if you file written proof that you became totally disabled while insured and continue to be totally disabled for longer than the period stated in the Schedule. Payment will be calculated beginning with the day shown in the Schedule.

The monthly benefit for each month of your disability to be compensated will be equal to the minimum monthly payment required on your loan on the date you became disabled, however if an Advance is not covered due to an exclusion, we will use the minimum monthly payment required on your loan on the date prior to that advance for calculating benefit payments. For a partial month, each daily benefit will be equal to 1/30th of the monthly benefit. Our monthly benefit payment will not exceed the Maximum Monthly Total Disability Benefit stated in the Schedule.

Our benefit payments will stop on the date:

1. you are not totally disabled any more; or
2. the insured portion of your loan has been repaid by benefits from this insurance; or
3. of your death.

Definition of Total Disability. Total Disability means that you are: (a) not able to perform the principal duties of your occupation because of a medically determined sickness or accidental bodily injury, and (b) are under the regular care and treatment of a physician, and (c) are not engaged in any occupation or activity for substantially equal compensation (80% or more of the normal wage).

If your Total Disability recurs within seven (7) days after you have recovered from that period of Total Disability, we will consider this a continuation of that period of Total Disability. However, if your Total Disability recurs more than seven (7) days after you have recovered, we will consider it a new period of Total Disability.

EXCLUSIONS AND RESTRICTIONS

Misstated Age. If you stated you are under the Maximum Age for Insurance stated in the Schedule, but you are not, we will return your premium when we discover this and will not pay any benefits. This applies to disability coverage as well as life coverage on you and your joint insured.

(Pre-Existing Condition)

Total Disabilities Not Covered. We won't pay a claim for any advance on a loan or return your disability insurance premium if your Total Disability:

begins within six (6) months after the effective date of insurance on the advance and results from any disease (exclusive of acute infectious diseases of the upper respiratory tract and other diseases generally considered medically as not affecting future health) or bodily injury for which you received medical advice, diagnosis or treatment at any time within the six (6) month period immediately preceding the effective date of insurance on the advance.

WHEN INSURANCE STOPS

This insurance automatically stops:

1. on the last day of the month in which we receive your written request to stop the insurance; or if earlier,
2. on the last day of the month in which you withdraw your authorization for the addition of charges for the insurance to your loan; or
3. on the date your loan stops; or
4. on the last day of the month in which you are three (3) months delinquent in any payment on your loan; or
5. on the date the Group Policy stops; or
6. on the date of your death; or
7. on the date your loan is transferred to a creditor other than the credit union; or
8. on the last day of the month during which you reach the Maximum Age for Insurance.

WHAT THE CONTRACT IS AND HOW YOUR STATEMENTS AFFECT IT

The Group Policy, the Application for the Group Policy and the attached Member's Application are the complete contract of insurance. All statements made by you are considered to have been made to the best of your knowledge and belief. No statement can be used to void this insurance or deny a claim unless that statement is signed by you. After two (2) years from the date of insurance, no statement made by you can be used to void this insurance or deny a claim.

HOW TO FILE A LIFE CLAIM

We must be given a claim report, a copy of the member's loan records, insurance application/certificate and a certified copy of the death certificate (or other lawful evidence) as proof of a life insurance claim.

HOW TO FILE A TOTAL DISABILITY CLAIM

You must contact us or your credit union about your Total Disability claim when you are eligible for benefits. Your credit union will provide you with claim forms or you can simply send us written proof of your disability. That proof must show the date and the cause of the Total Disability and how serious it is, and it must be signed by a physician or a chiropractor. The initial proof should be for the initial period of Total Disability, after you have completed the Waiting Period or Elimination Period. After that, we will require proof of your continued disability, from time to time.

You must send proof to us within 90 days after your Total Disability stops. If you cannot send proof to us within 90 days, you must do so as soon as you can. Unless you have been legally incapable of filing proof of Total Disability, we won't accept it if it is filed after one (1) year from the time it should have been filed. You can't start any legal action until 60 days after you send us proof of your Total Disability and you can't start any legal action more than three (3) years after you send the proof.

CONFORMITY WITH STATE STATUTES

Any part of the Group Policy which, on the Effective Date of the Group Policy, conflicts with the statutes of the state where the Group Policy was delivered is changed to conform to the minimum standards of those statutes.

PHYSICAL EXAMINATION

We, at our own expense, have the right, and you must allow us the opportunity, to examine your person as often as is reasonably required while a claim is pending.



One Credit Union Plaza | P.O. Box 1450 | Corning, New York 14830-1050
607-962-3144 or 800-677-8506 | www.corningcu.org

VISA® CLASSIC AND VISA® PLATINUM CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE RETAIL INSTALLMENT CREDIT AGREEMENT

DEFINITIONS – “You” or “your” means each applicant or co-applicant for a VISA Classic or Platinum Card whose application has been accepted by the Credit Union. “Credit Union” or “we” means Corning Credit Union, which is the creditor and Card issuer under this Agreement. “Card” means the VISA Card(s) issued to you or to an authorized user. “Account” means the VISA Account established for you. “Authorized User” means any person to whom you give permission to use your account.

EFFECTIVE DATE OF THIS AGREEMENT – This Agreement shall not become effective with respect to the purchase or lease of property or services unless and until You or an Authorized User signs a sales slip or memorandum evidencing a purchase or lease of property or services by use of the Card or the Card number, or by use of the CU-Extra Check Card to access your overdraft protection. The Agreement is effective with respect to cash advances when You or an Authorized User: sign an advance request or other authorization for a cash advance; use the M.O.M.® Card and Personal Identification Number, or at an Automated Teller Machine, or Point-of-Sale facility to obtain a cash advance; or use your account number and Personal Identification Number to obtain a cash advance through our Home Banking, or our D.A.D.® audio response system. Prior thereto, you will not be responsible for any purchase or lease of property or services or cash advances by use of the Card after its loss or theft.

USE OF CARD – The Card must be signed to be used. Whether or not you sign the Card, however, you are fully responsible for complying with all the terms of this Agreement, including the obligation to pay all balances due on your account. You may obtain credit by use of the Card in the following ways:

- a. By making purchases of goods or services using your Card or your account number wherever cards are honored.
- b. By obtaining cash advances from any financial institution that accepts the Card.
- c. By obtaining cash advances through the use of the Card or your M.O.M.® Card at automated teller machines or point of sale facilities that permit cash advances.
- d. By someone authorized to draw funds from your share draft account obtaining a cash advance by making a withdrawal in excess of the available balance in your share draft account (called an “overdraft”) if you have elected and been granted either Standard Overdraft Protection or Alternative Overdraft protection as described in the Share Draft Section of the Member Service Guide that you previously received.
- e. By using your Audio Response Personal Identification Number and a touchtone telephone, to obtain a cash advance using our D.A.D.® audio response system. Cash advances obtained through the audio responses system will be disbursed by either crediting the amount to one of your Credit Union accounts under the same member number or sending you a check for the amount of the advance, as the Credit Union may elect.
- f. By using your connection to the Internet, member number, and Personal Identification Number to access the Credit Union’s Home Banking, and obtain a cash advance to one of your Credit union accounts under the same member number

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.

NO USE FOR ILLEGAL TRANSACTIONS – You agree not to use any access device available under this Agreement in connection with any illegal transaction. The Credit Union may assume, without any further inquiry, that all transactions made by you or an Authorized User are legal, even if the credit union has actual or imputed knowledge of information that might reasonably lead it to question whether a particular transaction is legal.

FOREIGN TRANSACTIONS – Electronic fund transfers originated in foreign countries will be billed to you in U.S. dollars. The exchange rate to dollars for transfers originated in a foreign currency will be determined in accordance with the operating regulations established by Visa International from time to time. As of the date these disclosures were published, those regulations established the conversion rate as either the rate selected by Visa from the range of rates available in wholesale currency markets, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing data. The currency conversion rate used on the processing date may differ from the rate that would have been used on the transaction date or statement posting date. You will be required to pay any International Service Assessment or other fee that Visa imposes on you or us in connection with the transaction, which is currently 1% of the transaction amount when the transfer is originated in a foreign currency or 0.8% of the transaction amount when the transfer is originated in U.S. dollars.

CREDIT LIMIT – The maximum credit available for you will be stated by the Credit Union. The amount available may be changed without notice to you. Your monthly statement(s) will show the current credit limit and the amount of credit available. The total amount advanced under this Agreement may not exceed your credit limit no matter how many people may use your VISA card, M.O.M.® card or CU-Extra Check Card, may draw drafts on your share draft account or may request advances through Home Banking. Any credit extended above the credit limit must be repaid by you immediately. The amount of credit available will be replenished by repayment of amounts previously advanced.

CHANGE IN CIRCUMSTANCES – You must notify the Credit union within ten (10) days after (i) you change or terminate your employment other than for retirement or (ii) your income is reduced for any reason other than retirement. Upon receipt of that notice, the Credit Union may send you a new application that will need to be completed by you and returned to the Credit Union within fourteen (14) days. The Credit Union will evaluate your reapplication and will notify you of our decision. Until such notification, your credit limit under this Agreement will be equal to the amount of credit outstanding on the date your employment changed or terminated, or your income was reduced. The Credit Union reserves the right to perform regular, periodic risk reviews on your account and to adjust your credit limit or cancel your Card as it deems appropriate.

RESPONSIBILITY FOR CARD – When the Credit Union issues a Card and/or another type of access device:

- a. You are responsible for use of your VISA Card, and any other access device by any person authorized by you to use it.
- b. The Card and other access devices remain the property of the Credit Union and must be returned upon request of the Credit Union
- c. You will retain a copy of any documents furnished at the time of the transaction, such as sales slips, advance requests, other written authorizations and receipts and the confirmation screen appearing on your computer when using Home Banking, for your own record keeping

purpose. The Credit Union is under no obligation to provide photocopies of such documents for any reason other than in response to a billing error notice. The Credit Union will charge you a fee for all copies ordered other than in response to a billing error notice.

- d. Failure to sign a sales slip, advance request, or other written authorization does not relieve you from liability for use of the Card or any other access device.
- e. You must notify the Credit Union immediately of any change in your name or address.
- f. D.A.D.[®] auto response access – Each member appearing on your share savings account, regardless of whether his or her name appears on your VISA application, is an authorized user with the ability to request VISA Cash Advances through the D.A.D.[®] audio response system and Home Banking. This includes joint members/owners presently on your share savings account and joint members/owners added in the future.

AUTHORIZED USERS – Each member that is a joint owner on any share savings account and/or share draft checking account to which the Visa credit card account is tied is an authorized user with the ability to request Visa Cash Advances by making withdrawals from the share savings or draft checking in excess of the available funds in the share savings or share draft checking account. Such requests may also be made through transfers using the audio response system, through the use of an ATM Card or Check Card, or through Home Banking. This includes joint members/owners presently on your share savings account and joint members/owners added in the future.

LOSS OR UNAUTHORIZED USE OF CARD – You must immediately notify the Credit Union of loss, theft, or unauthorized use of Cards or other access devices. Notice of unauthorized use may be oral, but must be followed by written notice. Notice must be given to the Corning Credit Union, One Credit Union Plaza, P.O. Box 1450, Corning, NY 14830-1050, 607-962-3144 or 800-677-8506. If you tell us within two (2) business days after you learn of the loss or theft of your Card, you will not be liable for any of the losses on your account. If you don't tell us within two (2) business days after you learn of the loss or theft of your Card you may be liable for up to \$50. However, you will not be liable for any 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.

CREDIT UNION'S RESPONSIBILITY IS LIMITED – The Credit Union is not responsible if a purchase or cash advance on your account is not approved, either by us or a third party, even if you have sufficient credit available. We may limit the number of purchases or cash advances which may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity.

MERCHANT DISPUTES – The Credit Union is not responsible for the quality of any purchases financed through the account except to the extent provided in the Billing Rights statement appearing at the end of this Agreement. Purchases using your VISA Platinum Card will be covered by VISA's Purchase Security and Extended Warranty Protection Program.

ANNUAL FEE – The Credit Union does not charge an annual fee for the use of the VISA Classic or VISA Platinum Card. There may be an annual fee for participation in the Platinum Points Program or similar rewards type programs.

LATE CHARGES – Late charges may be imposed if you are late with a payment.

PAYMENTS – You will pay all obligations arising under this Agreement. The Credit Union will send you a monthly statement for the account. Statements will specify a "billing date." On or before the 25th day after the billing date (called the Payment Due Date), you will make a monthly payment to the Credit Union at the place shown on the statement of at least the total of the following (called the "Minimum Monthly Payment"):

- a. Any past due amounts; plus
- b. 2% of the New Balance shown on the statement, rounded to the next higher dollar amount, but no less than **\$10.00** (or the entire amount of such new Balance if the New Balance is less than **\$10.00**) and
- c. Any amount over your Credit Limit (as defined under the Credit Limit portion of the agreement).

To determine the new Balance, we start with the outstanding balance on your account at the beginning of each billing period (called the "Previous Balance"), add any purchases and/or cash advances, and subtract any credits or payments credited as of that billing period. We then add the appropriate fees and finance charges and make other applicable adjustments.

AUTOMATIC PAYMENT OPTION – You may elect to have your VISA payment made automatically each month. By voluntarily electing this option, you may have either your Minimum Monthly Payment or your total New Balance paid by an automatic withdrawal from either your share savings account or your share draft checking account. The Credit Union will try to make the withdrawal at the close of business on or after the Payment Due Date. If the funds are not sufficient to pay your payment, the Credit Union may keep trying to make transfers of available funds each day until your entire payment is made; however, the Credit Union will not waive any rights to declare a default or impose a late charge by continuing to attempt to make transfers. You may stop the option at any time by giving the Credit Union written notice of your decision.

CREDITING PAYMENTS – The Credit Union credits mailed payments as of the date received, if the payment is: 1) received by 5 p.m. local time at the address shown on the payment coupon on the front of your statement; 2) paid with a check drawn on a U.S. financial institution or a U.S. dollar money order. Payments received by mail after 5 p.m. local time at the remittance address that otherwise meet the above requirements will be credited as of the next day. The Credit Union credits payments made in-person as of the date received, if the payment is: 1) received in-person by a Credit Union representative at a branch office during the normal business hours of that branch; 2) paid with a check drawn on a U.S. financial institution, a U.S. dollar money order, or in U.S. dollars. Credit for any other payments may be delayed up to five days.

USE OF PAYMENTS – The Credit Union may allocate payments to amounts due in any manner chosen by it, provided the Credit Union complies with any applicable laws or regulations.

FINANCE CHARGE – No **FINANCE CHARGE** will be imposed in any billing period with respect to purchases if:

- a. You owed no previous balance for purchases (as shown on the monthly statement), or
- b. Payments and credits with respect to purchases, posted during the billing period at least equal the previous balance for purchases (as shown on the monthly statement).

If a **FINANCE CHARGE** is imposed for purchases, it will begin on the date the transaction is added to the daily balance. No grace period is provided for cash advances. **FINANCE CHARGES** will be computed on the amount of your cash advance starting from the date of the advance.

When a **FINANCE CHARGE** is due, it will be computed on the average daily principal balance using the daily periodic rate and corresponding **ANNUAL PERCENTAGE RATE**.

COMPUTATION OF FINANCE CHARGE – We figure the **FINANCE CHARGE** on your account as follows: The daily periodic rate is multiplied by the number of days in the billing period. The total is multiplied by the “average daily balance” of your account (including current transactions). To get the “average daily balance” we take the beginning balance of your account each day, add any new purchases or advances, and subtract any payments or credits and unpaid finance charges. This gives us the “daily balance.” We then add up all the daily balances for the billing period and divide by the total number of days in the billing period.

EARLY PAYMENT – You may pay more than the Minimum Monthly Payment due, or the entire indebtedness, without penalty, Normal **FINANCE CHARGES** will apply until the date of payment. Paying more than the minimum in one month does not relieve you of your obligation to pay the Minimum Monthly payment every other month.

CREDIT BALANCES – Merchants and other who honor the Card may give credit for returns or adjustments. They will do so by electronically processing a credit, which we will post to your account. If your credits and payments exceed what you owe us, the amount will remain on the account as a credit balance. This credit balance can be used towards new purchases or refunded to you upon written request. Any credit remaining on your account for six months will be deposited to your share account.

IRREGULAR PAYMENTS – The Credit Union does not lose any of its rights by accepting late payments, partial payments, or payments labeled “payment in full.”

EVENTS OF DEFAULT – Without prior notice, the Credit Union may cancel the account and the Card, require immediate payment of all of your obligations, or may use any other legal rights, if any of the following events (called “Events Of Default”) occurs:

- You do not make any payment on time
- You fail to keep any agreement with the Credit Union
- You fail to remain a member in good standing of the Credit Union due to your failure to maintain at least \$5.00 in your share account or otherwise
- You die, file for bankruptcy, anyone is appointed to take charge of your property for creditors, or you become insolvent or legally unable to handle your affairs
- Any person tries to legally take any of your property in the Credit Union’s possession
- You did not tell the entire truth, or did not list all of your debts in obtaining credit from the Credit Union
- The Credit Union honestly believes you cannot repay your obligations on time

If more than one person is liable for the amounts owed under this Agreement, an Event of Default that occurs will respect to one of you will constitute an Event of Default for all of you.

If all amounts you owe become due and payable immediately under this paragraph, the **FINANCE CHARGE** will continue to accrue as described above until all amounts are paid in full. This includes during the period after judgment has been rendered against you for the amount due until paid in full.

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 have not been paid for. As a condition for approval of your VISA account you grant us a specific pledge of your Credit Union shares (deposits).

CO-APPLICANT LIABILITY – The co-applicant is equally responsible with the applicant and is intended to be primarily liable under this Agreement. The Credit Union does not have to notify the co-applicant if debts are not paid. We can change the terms of any agreement with the applicant without notifying the co-applicant and without releasing him/her from responsibility.

SUCCESSORS – Anyone taking your place, such as your heirs, legal representatives, successors, or persons taking assignments of your rights under this Agreement, shall have the same obligations as you have under this Agreement (however, this does not give you any right to assign your rights).

COLLECTION EXPENSES – You will pay all reasonable expenses and costs of the Credit Union in collecting amounts for which you are in default, including reasonable attorney’s fees not exceeding 20% of the amount in default, if your account is referred to an attorney for collections.

ADDRESS ON MONTHLY STATEMENT – Your monthly statement will be addressed to all the persons names under the same member number as this Agreement, even if they are not a co-applicant on the VISA account. However, that fact does not change the terms of this Agreement. We will only mail the periodic statement to one address. If we deem your account uncollectible, or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney, we may, in our sole discretion stop sending you monthly statements. However, finance charges and fees will continue to accrue whether or not we send you monthly statements.

CANCELLATION – The Credit Union may cancel your VISA account and the Card and/or your Overdraft Protection at any time without prior notice. You may cancel this Agreement entirely at any time by returning all credit cards issued or used under this Agreement to the Credit Union. You may cancel just the provisions of this Agreement pertaining to Overdraft Protection by notifying the Credit Union. You may remove the authority of someone else to draw funds from the share draft account to which this Agreement applies by returning all unused share drafts and returning all previously issued M.O.M.[®] and CU-Extra Check Cards and terminating your share draft account. The Credit Union will, on your request, open a new share draft account for you and at your expense provide you with share drafts for the new account and a new CU-Extra Check Card. That new account will be subject to this Agreement unless you request in writing that it not be. You must notify us to revoke an authorized user’s permission to use your Account. If you do so, we may close the account and issue a new card or cards with a different account number. Cancellation by either of us will not affect your responsibility to pay all the outstanding indebtedness under this Agreement, or any additional indebtedness, including any indebtedness created by the use of share drafts or M.O.M.[®] or CU-Extra Check Card transactions for the canceled account which you or anyone else fails to return to the Credit Union as required, plus **FINANCE CHARGES** on that indebtedness and to meet all other obligations to the Credit Union.

CREDIT INFORMATION INQUIRIES AND DISCLOSURES – The Credit Union may make inquiries related to your credit worthiness at any time and may request credit reports about you in connection with renewals, updates or later credit extensions. If you ask, the Credit Union will disclose whether it requested a credit report and if so, the name and address of the agency giving it. The Credit Union may report its credit experience with you to credit reporting agencies and may inform merchants and others concerning the status of your account and the Card.

AMENDMENT – The Credit Union may change the terms of this Agreement at any time by sending prior written notice to you. To the extent permitted by law and at the Credit Union's option, amendments will apply to amounts outstanding both before and after the amendment takes effect.

APPLICABLE LAW – New York governs this Agreement except where Federal law may supersede State Law.

NO ASSIGNMENT – You may not assign or transfer any of your rights under this Agreement.

NOTICE TO BUYER: (1) Do not sign this Credit Agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this Credit Agreement. (3) You may pay off your total indebtedness at any time.

BILLING RIGHTS

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 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. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first statement 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 a credit card account automatically from your share account or share draft account, you can stop 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 RESPONSIBILITY AFTER WE RECEIVE YOUR WRITTEN NOTICE. We must acknowledge your letter within thirty (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 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 (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 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 not have 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.

Special Rule for Electronic Fund Transfer Errors. The rules that apply to the investigation of errors involving an overdraft through an electronic fund transfer from your share or share draft account in excess of the amount in that account (such as use of a CU-Extra Check Card at an ATM or a point of sale) are found in the Electronic Fund Transfer disclosures you received when you were given the card.

QwikLoan LOANLINER®/VISA

Addendum

VISA CLASSIC

ANNUAL PERCENTAGE RATE	Annualized Membership Fee	Grace Period for Purchases	Method of Computing the Balances of Purchases	Cash Advance Fee, Transaction Fee, Late Fee & Over the Limit Fee
9.99- 16.99%*	NONE	25 Days from Billing Date	Average Daily Balance Including New Purchases	\$20.00 Late Charge after the 15th Day Delinquent International Service Assessment (ISA) Fee: 1% of transaction amount after it has been converted to U.S. dollars

Information about the costs of the Cards described above is accurate as of 4/18/05. This information may have changed after that date. To find out what may have changed, call us at 962-3144 or 800-677-8506 (outside the Corning-Elmira calling area).

Instructions: This addendum is incorporated into and becomes a part of your QwikLoan LOANLINER Credit Agreement and / or your VISA Retail Installment Credit Agreement. Please keep this attached to your Credit Agreement.