

**CREDITS.** If a merchant who honors Your Card gives You credit for returns or adjustments, the merchant will do so by sending Us a slip which will be posted to Your Account. If Your credits and payments exceed what You owe Us, We will hold and apply this credit against future purchases and cash advances, or if it is \$1.00 or more, refund it on Your written request or automatically deposit it to Your Share Account after six months.

**DEFAULT.** You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any insolvency, receivership or custodial proceeding brought by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (d) judgment or tax lien should be filed against You or an attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

If You are in default, We may, to the extent permitted by law, cancel Your rights under this Agreement, declare the entire unpaid balance of Your Account immediately due and payable and require the return of all access devices. If immediate payment is demanded, You will continue to pay interest at the applicable interest rates in effect under Your Account until what You owe has been repaid.

**COLLECTION COSTS.** To the extent permitted by law, You will reimburse Us for ALL of Our costs and expenses, including reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or for the recovery of any collateral.

In the event Your Account is referred for collection to an attorney who is not our salaried employee and suit is brought, You will also be required to pay attorneys' fees not to exceed 15% of the amount due and payable under this Agreement, together with any court costs assessed.

**CREDIT INSURANCE.** Credit insurance is not required for any extension of credit under this Agreement. However, You may purchase any credit insurance available through Us and have the premiums added to the outstanding balance. If You elect to do so, You will be given the necessary disclosures and documents separately. Any credit insurance premiums will be charged to Your Account as a purchase.

**ENFORCEMENT.** We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments, or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

**UNAUTHORIZED USE.** You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us orally and in writing at the address or telephone number shown in this Agreement, of the loss, theft, or possible unauthorized use. In any case, Your liability will not exceed \$50.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly if You move or otherwise have a change of address.

**CHANGE IN TERMS.** We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-in-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

**REFUSAL TO HONOR CARDS OR CONVENIENCE CHECKS.** We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Cards or Convenience Checks, or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of the Cards or Convenience Checks.

**LOST OR STOLEN CARDS AND/OR CONVENIENCE CHECKS.** To report a lost or stolen Card or Convenience Check, You will immediately call Us at (877) 325-2848 or (800) 556-5678 after hours, on weekends or holidays.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) 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 (b) the government-mandated rate in effect for the applicable central processing date. For transactions occurring in foreign countries or foreign currencies, You will be charged 1.00% calculated on the final settlement amount.

**EFFECT OF AGREEMENT.** Even though the sales, cash advance, credit or other slips You may sign or receive when using the Card contain terms, this Agreement is the contract which solely applies to all transactions involving the Card.

**CONSENT TO AGREEMENT.** You acknowledge receipt of a copy of this Agreement and Disclosure. By signing the Application and Your Credit Card, by using the Card, by using Your Account or by authorizing another to use Your Account, You agree to accept its terms.

**INTEGRATED DOCUMENTS.** Any separate sheet of paper labeled "Additional Disclosure—Federal Truth-in-Lending Act" which is delivered to You and relates to this Agreement is an integrated part of this Agreement and Disclosure.

**UPDATING AND DISCLOSING FINANCIAL INFORMATION.** You will provide facts to update personal information or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, a prospective employer or insurer, or a state or federal licensing agency having any apparent legitimate business need for such information.

**TERMINATION.** Subject to applicable law, either You or We may cancel Your Account at any time whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of this Agreement.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of Missouri including Section 408.145 RSMO except to the extent that such laws are inconsistent with controlling federal law.

**ORAL AGREEMENTS.** Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect You (borrower(s)) and Us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between Us, except as We may later agree in writing to modify it.

#### 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 Our address shown in this Agreement. 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.

#### What Will Happen After We Receive Your Letter

When We receive Your letter, We must do two things:

- 1) Within 30 days of receiving Your letter, We must tell You that We received Your letter. We will also tell You if We have already corrected the error.
- 2) Within 90 days of receiving Your letter, We must either correct the error or explain to You why We believe the bill is correct.

While We investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report You as delinquent on that amount.
- The charge in question may remain on Your statement, and We may continue to charge You interest on that amount.
- While You do not have to pay the amount in question, You are responsible for the remainder of Your balance.

- We can apply any unpaid amount against Your Credit Limit.

After We finish Our investigation, one of two things will happen:

- If We made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If We do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send You a statement of the amount You owe and the date payment is due. We may then report You as delinquent if You do not pay the amount We think You owe.

If You receive Our explanation but still believe Your bill is wrong, You must write to Us within 10 days telling Us that You still refuse to pay. If You do so, We cannot report You as delinquent without also reporting that You are questioning Your bill. We must tell You the name of anyone to whom we reported You as delinquent, and We must let those organizations know when the matter has been settled between Us. If We do not follow all of the rules above, You do not have to pay the first \$50 of the amount You question even if Your bill is correct.

#### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If You are dissatisfied with the goods or services that You have purchased with Your 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 purchase. To use this right, all of the following must be true:

- 1) The purchase must have been made in Your home state or within 100 miles of Your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if Your purchase was based on an advertisement We mailed to You, or if We own the company that sold You the goods or services.)
- 2) You must have used Your Credit Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses Your Credit Card account do not qualify.
- 3) You must not yet have fully paid for the purchase.

If all of the criteria above are met and You are still dissatisfied with the purchase, contact Us in writing at Our address shown in this Agreement.

While We investigate, the same rules apply to the disputed amount as discussed above. After We finish Our investigation, We will tell You Our decision. At that point, if We think You owe an amount and You do not pay, We may report You as delinquent.



# Credit Card

## Agreement and

## Disclosure

FEATURING

Preferred Platinum VISA

Platinum Points VISA

Platinum VISA

1001 Lynch Street • St. Louis, MO 63118  
(314) 771-7700 • (800) 325-9905

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**THIS IS YOUR CREDIT CARD AGREEMENT AND DISCLOSURE CONTAINING NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR CREDIT CARD. PLEASE BE SURE TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

**CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT**

Limit set by Us, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advance which caused You to exceed any Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

repay Your entire balance. Any partial payment or prepayment will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States. As permitted by law, We may apply payments in an order of Our choosing. Any unpaid portion of the Finance or Late Charge will be paid by subsequent payments. You understand that any delay in the repayment of Your unpaid balance will increase the amount You will pay in Finance Charges and any acceleration in the reduction of Your unpaid balance will decrease the amount You will pay in Finance Charges.

Your Minimum Monthly Payment will be 3.00% of Your balance at the end of each billing cycle plus other applicable charges, any past due Minimum Monthly Payments and any amount that exceeds Your Credit Limit, subject to the lesser of \$10 or Your balance.

**LATE CHARGES.** If Your payment is five or more days late, You will be charged the lesser of: (a) the amount of the minimum payment due; or (b) 5.00% of the payment due, subject to a minimum of \$5 and a maximum of \$15.

**OVER-THE-CREDIT LIMIT FEE.** If You have affirmatively consented to allow Us to pay a transaction that would exceed Your Credit Limit and We have acknowledged Your consent as required by applicable law, subject to any limitations imposed by applicable law, You will be charged a fee for each billing cycle during which You exceed Your Credit Limit by 5.00% or more. The fee will be an amount equal to the lesser of: (a) \$15.00; or (b) the amount by which You have exceeded Your Credit Limit.

**OTHER FEES AND CHARGES.** You will be charged the following fees and charges associated with Your Account: (a) a cash advance fee **FINANCE CHARGE** of \$2 for each cash or quasi-cash transaction such as teller and ATM cash advances, wire transfer, the purchase of money orders, betting or lottery tickets and other cash-like transactions; and (b) a handling fee equal to the lesser of \$15 or the required minimum payment amount for the returned payment, plus any charges assessed by an institution for processing a refused instrument used for payment on Your Account.

**PERIODIC STATEMENT.** On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each billing cycle in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. Each statement is deemed to be a correct statement of account unless You establish a billing error pursuant to the Federal Truth-In-Lending Act.

**OUR RESPONSIBILITIES TO HONOR CONVENIENCE CHECKS.** We are under no obligation to honor Your Convenience Checks if: (1) by paying a Convenience Check, You would exceed Your Credit Limit; (2) Your Cards or Convenience Checks have been reported lost or stolen; (3) Your Account has been canceled or has expired. If a postdated Convenience Check is paid and, as a result, any other Convenience Check is returned unpaid, We are not responsible for any resulting loss.

**TRANSACTION SLIPS.** Your periodic statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advances, credit or other slips will not be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify Your monthly statement.

In this Agreement, the reference to "We," "Us," "Our" and "Credit Union" mean the ANHEUSER-BUSCH EMPLOYEES' CREDIT UNION and its division, American Eagle. The words "You" and "Your" mean each person who accepts this Agreement or uses any Preferred Platinum VISA, Platinum Points VISA or Platinum VISA Credit Card. "Account" means the Preferred Platinum VISA, Platinum Points VISA or Platinum VISA Credit Card Account established for You. The words "Credit Card" or "Card" mean any Preferred Platinum VISA, Platinum Points VISA or Platinum VISA Credit Card issued to You and any duplicates and renewals. "Convenience Checks" mean the special Account access devices that We may provide for Your use from time to time. If this is a joint account, read singular pronouns in the plural.

You understand the following terms constitute the Agreement:

**PROMISE TO PAY.** Your Account may be accessible through a variety of means which could include advance request forms, vouchers, checks, charge slips, Credit Cards, Convenience Checks, PC-CUing online access and the like. Regardless of the access means, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

**JOINT ACCOUNTS.** Each Cardholder will be responsible, jointly and severally, for the repayment of amounts owed. You understand that any Card which is requested and approved will be mailed only to the primary Cardholder at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

**OWNERSHIP.** Your Card remains Our property and may be cancelled by Us at any time without notice. You agree to surrender Your Card and to discontinue its use immediately upon Our request.

**USE OF YOUR CARD.** You may make purchases by presenting the Card to a participating plan merchant or by authorizing a sales draft. You may obtain cash advances by presenting the Card to Us; another financial institution; by authorizing a cash advance draft; or by using Your PIN in conjunction with the Card in an ATM or other type of electronic terminal that honors Your Card. You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purposes of gambling and/or wagering where such practices are in violation of applicable State and/or federal law.

**ISSUANCE OF PERSONAL IDENTIFICATION NUMBER.** We will issue separate Personal Identification Numbers (PINs) for use with participating Automated Teller Machines (ATM). These PINs are confidential and should not be disclosed to anyone. You may use Your PINs to access Your Account and all sums advanced will be added to Your balance. In the event a use of Your PINs constitute an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may also affect Your rights. Your use of these PINs is Your authorization to Us to charge Your Account to cover such transactions.

**CREDIT LIMITS.** If Your application for an Account is approved, You will be notified of Your specific Credit Limit(s) for transactions made under Your Account. Unless You are in default, any Credit Limit established for You will be self-replenishing as You make payments on Your Account. You will keep Your unpaid balance within any Credit

**FINANCE CHARGES.** In the case of any transactions under Your Account, the balances subject to the periodic Finance Charge are the separate average daily transactions balances outstanding during the month (including new transactions) for purchases, cash advances, balance transfers and convenience checks. To get each average daily balance, We take the beginning balance for purchases, cash advances, balance transfers and convenience checks each day, add any new transactions for purchases, cash advances, balance transfers, convenience checks (insurance premiums, debit adjustments or other charges, as applicable), and subtract any payments, credits and unpaid Finance Charges. This gives Us the daily balance(s) for purchases, cash advances, balance transfers and convenience checks. Then, We add up the separate daily balances for purchases, cash advances, balance transfers and convenience checks for the billing cycle and divide them by the number of days in the billing cycle to arrive at the separate average daily transactions balances for purchases, cash advances, balance transfers and convenience checks. The Finance Charge for a billing cycle is computed by multiplying each average daily balance subject to a Finance Charge by the applicable Daily Periodic Rate times the number of days in the billing cycle, and the sum is the amount of the Finance Charge owed for the billing cycle being accounted for.

You can avoid Finance Charges on purchases, balance transfers and convenience checks by paying the full amount of the entire balance owed each month within 25 days of Your statement closing date. Otherwise, the new balance of purchases, balance transfers and convenience checks, and subsequent purchases, balance transfers and convenience checks from the date they are posted to Your Account, will be subject to a Finance Charge. Cash advances are always subject to a Finance Charge from the date of the transaction and are not subject to the 25-day grace period described above.

The minimum **FINANCE CHARGE** that You will be required to pay in any billing cycle that a Finance Charge is due is \$0.50.

**For the applicable Margin and Daily Periodic Rate (and corresponding Annual Percentage Rate), refer to the "Credit Card Approval" that We have provided in conjunction with this Agreement, which You agree is part of this Agreement.**

**VARIABLE RATE.** For Preferred Platinum VISA and Platinum Points VISA Credit Cards, all transactions are subject to a Variable Rate which is based on the highest Prime Rate as published in the Money Rates section of The Wall Street Journal in effect on the 15th day of each calendar month ("Index") plus Our Margin. The Index plus the Margin equals the Interest Rate. Changes in the Index will cause changes in the Interest Rate on the 1st day of the billing cycle in the month that immediately follows a change in the Index. Increases or decreases in the Interest Rate will cause like increases or decreases in the Finance Charge and will affect the number of Your regularly scheduled payments. For all balances Your Interest Rate will never be greater than 25.00%.

**MINIMUM MONTHLY PAYMENT.** Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay or make larger payments at any time without penalty. You will only be charged periodic Finance Charges to the date You

<b>Interest Rate and Interest Charges</b>	
<b>Annual Percentage Rate (APR) For Purchases and Balance Transfers</b>	<p><i>Preferred Platinum VISA: 6.9% – 14.9%</i> based on Your credit-worthiness. These APRs will vary with the market based on the Prime Rate.</p> <p><i>Platinum Points VISA: 8.9% – 16.9%</i> based on Your credit-worthiness. These APRs will vary with the market based on the Prime Rate.</p> <p><i>Platinum VISA: 11.9% – 19.9%</i> based on Your creditworthiness.</p>
<b>Annual Percentage Rate (APR) For Cash Advances</b>	<p><i>Preferred Platinum VISA: 8.9% – 18.9%</i> based on Your creditworthiness. This APR will vary with the market based on the Prime Rate.</p> <p><i>Platinum Points VISA: 10.9% – 20.9%</i> based on Your creditworthiness. This APR will vary with the market based on the Prime Rate.</p> <p><i>Platinum VISA: 13.9% – 23.9%</i> based on Your creditworthiness.</p>
<b>Paying Interest</b>	We will not charge You interest on purchases, balance transfers and convenience checks if You pay Your entire balance owed each month within 25 days of Your statement closing date. We will begin charging interest on cash advances on the transaction date.
<b>Minimum Interest Charge</b>	If You are charged interest, the charge will be no less than \$0.50.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a Credit Card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
<b>Fees</b>	
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>Foreign Transaction</li> <li>Cash Advance</li> </ul>	<p><b>1.0%</b> of each transaction in U.S. dollars.</p> <p><b>\$2.00</b></p>
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>Late Payment</li> <li>Returned Payment</li> <li>Over The Credit Limit</li> </ul>	<p>Up to <b>\$15</b> after 4 days</p> <p>Up to <b>\$15</b></p> <p>Up to <b>\$15</b></p>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See Your Account Agreement for details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in Your Account Agreement.