

## IMPORTANT INFORMATION

Annual Fee ..... NONE

### Annual Percentage Rates:

VISA PLATINUM ..... 9.90%  
MASTERCARD GOLD REWARDS ..... 11.50%

### Grace Period for Repayment of Purchases:

You have 25 days to repay your total balance before a finance charge is imposed

### Method for Computing the Balance for Purchase:

Average daily balance, including new purchases

Late Payment Fee ..... \$25.00  
(if payment is received 5 days or more past due date)

Returned Check Fee ..... \$25.00

Transaction Fee for Cash Advances ..... NONE

Replacement Card Fee ..... \$5.00

### Note to MASTERCARD Gold Rewards Cardholders:

Unredeemed points expire after the fifth year on record.  
(Example: If you accumulated 3,000 points in the year 2002 and never redeemed them, 3,000 points would expire in the year 2007.)

MERCK, SHARP & DOHME FCU  
P.O. Box 127  
Chalfont, PA 19454

CREDIT UNION TELEPHONE  
(800) 866-7328

CARDHOLDER CUSTOMER SERVICE  
(800) 654-7728

All charges incurred by use of the charge card are due and payable upon receipt of a periodic statement rendered for such charge card account.

## BILLING RIGHTS SUMMARY

### In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if need more information about your bill, write us at the address listed on your bill, as soon as possible. We must hear from you no later than 60 days after we sent you the first bill (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 unsure about.
- You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

### Special Rule for Credit Card Purchases

If you have a problem with the quality of goods 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 goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address.

## CARDHOLDER AGREEMENT & DISCLOSURE

Effective February 22, 2010

### VISA PLATINUM & MASTERCARD GOLD REWARDS

In this credit card agreement we are Merck, Sharp & Dohme Federal Credit Union ("Issuer"). You are the person or persons who applied to us for a MASTERCARD or VISA ("Issuer"). In this Agreement "card" means any VISA or MASTERCARD credit card issued to you or any authorized user by Issuer. "Cardholder" means each person to whom Issuer has issued a card. "Account" means each account Issuer maintains in Cardholder's name for credit extended under this agreement. Cardholder agrees to be bound by this agreement when he or she signs Issuer's credit card application, signs or uses a card, or permits someone else to use a card.

**1. Use of Card.** Goods and services may be purchased or leased by means of the card ("Credit Purchases") by Cardholder from any retail business establishment ("Seller") who honors the same upon the execution of a sales slip evidencing such Credit Purchase and bearing the same account number of a Cardholder embossed on the face of such card. Additionally, cash advances ("Cash Advances") may be obtained through the use of the card upon execution of a written request of a Cardholder in a form furnished to a Cardholder, from any financial institution that is a member, alone or in association with others of VISA or MASTERCARD.

**2. Promise to Pay.** Cardholder shall be liable and agrees to pay Issuer for Credit Purchases made or for Cash Advance use extended to Cardholder or anyone else using the card unless the use of such card is by a person other than the Cardholder: (a) who does not have actual, implied, or apparent authority for such use; and (b) from which Cardholder receives no benefit.

**3. Authorized Users.** Issuer may at the request of the Cardholder issue additional cards for use by persons designated by such Cardholder as "authorized users." When authorized user signs his or her card, he or she agrees to be bound by the terms of this Agreement. Cardholder should not let anyone else use his or her card. Participating merchants and banks are not required to honor a card unless the person whose name is printed on the card presents it. Cardholder shall be jointly and severally liable and agrees to pay for all Credit Purchases and Cash Advances obtained through the use of any card by an authorized user.

**4. Annual Fee.** There is no annual fee.

**5. Statements.** Issuer will send to Cardholder, at regular intervals determined by Issuer, a statement reflecting all card transactions for the prior period. Such statement shall be deemed to be accepted by Cardholder unless Issuer is notified to the contrary in writing within 60 days of mailing such. Cardholder will pay such statement by remitting to the Issuer within 25 days of the closing date reflected on the statement either the full amount billed or, at Cardholder's option, an installment equal to at least the required minimum payment stated in paragraph six below.

**6. Payment in Installments.** Cardholder may pay the account in periodic installments, but must pay at least the minimum payment shown on each statement by the due date shown on that statement. The minimum periodic payment required is 2% of the total new balance as shown on the Cardholder's monthly billing statement or \$10.00, whichever is greater.

Each payment will be applied first to the finance charge, then to billed Cash Advances, then to billed Credit Purchases, then to unbilled Cash Advances, then to unbilled Credit Purchases. Each credit for returned Credit Purchases will be applied first to unbilled Credit Purchases and then as a payment.

**7. Method of Computing the Finance Charges.** The total finance charge for a billing cycle is the finance charge imposed on Credit Purchases plus the finance charge imposed on Cash Advances.

a) *Cash Advances - Average Daily Balance (Including New Balance)* - A finance charge will be imposed on Cash Advances from the transaction date. We figure the finance charge on your account by applying the periodic rate to 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 advances, and subtract any payments or credits, and unpaid finance charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of the days in the billing cycle. This gives us the "average daily balance."

b) *Credit Purchases- Average Daily Balance (Including New Purchases)* - Cardholder has a grace period for repayment of balance of Credit Purchases. This means if Cardholder pays the entire new balance (Cash Advance plus Credit Purchases) that is shown on that periodic statement by the due date shown on that statement, the Issuer will not charge a finance charge on the average daily balance of the new Credit Purchases. The due date will be 25 days from the closing date of that statement. If the entire new balance shown is not paid within that 25-day period, a

finance charge will be imposed on the average daily balance of Credit Purchases (including new Credit Purchases from the date of posting to the account.)

We figure the finance charge on your account by applying the periodic rate to 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, and subtract any payments or credits, and unpaid finance charge. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

**8. Periodic Rate.** The periodic rate used to compute the finance charge on Credit Purchases and Cash Advances for MASTERCARD GOLD REWARDS is .9583%. VISA PLATINUM periodic rate for Credit Purchases and Cash Advances is .825%.

**9. "PIN"** - A personal identification number is assigned to you to make Cash Advances.

**10. Credit Limit.** Cardholder shall not use card to obtain Credit Purchases or loans that will increase the account's indebtedness to Issuer to an amount in excess of the limit established by Issuer. The limit established by Issuer is shown on the periodic statement.

**11. Termination.** Issuer may terminate Cardholder's privileges under this agreement at any time for any reason. Issuer will promptly send a written notice of termination to the address that it sends the periodic statements. Cardholder may terminate his or her privileges under this Agreement at any time by giving the Issuer written notice of termination and returning all cards (including authorized users cards) or checks he or she might have. Cardholder also remains obligated to pay all amounts owed on the account, including any amounts not yet billed.

**12. Attorney's Fees and Costs.** In the event of suit to collect unpaid balances, all costs including reasonable attorney's fees will be imposed, except such costs, fees or expenses that are prohibited by law.

**13. Additional Charges.** Additional charges may also be assessed if the Cardholder pays Issuer with a check not honored by a financial institution. Additional charges may be applied for late payments, replacement cards and requests for copies of documentation. All such charges shall be treated as Credit Purchases for purpose of calculating finance charge unless prohibited by law or regulation.

**14. Default.** Issuer may elect to declare all amounts owed without any notice or demand of any kind. If Cardholder is in default, Issuer also, at its option at any time, may do one or more of the following:

- Terminate or suspended Cardholder's privileges.
- Refuse to make or authorize any Cash Advances or credit card purchases.
- Refuse to honor and return any checks drawn on Cardholder's account.
- Sue Cardholder or take any other action to collect Cardholder's account.
- Charge Cardholder's account with all reasonable costs incurred in trying to collect any amount owed under this Agreement, including reasonable attorney's fees and court costs.

**15. Bankruptcy.** Cardholder agrees that Cardholder will not use his or her card unless he or she honestly intends to repay Issuer in full the amount due under this Agreement. Upon the filing of a petition (voluntary or involuntary) under any chapter of the United States Bankruptcy Code, Cardholder agrees that he or she will not make any further use of his or her card and will promptly return all cards and checks that Issuer has provided to Cardholder.

**16. Change of Terms.** Issuer can change any of the terms in this Agreement, including, but not limited to, the maximum periodic rate, at any time. If Issuer does change the terms, Issuer will send a written notice of the change to the address to which Issuer sends Cardholder's statements. The change in terms will not apply to Cardholder if Cardholder cancels the account before the effective date of the change. Issuer can change the terms of the account to reduce the minimum monthly payment or the finance charge on Cardholder's account at any time without giving Cardholder notice.

**17. Other Terms.** Issuer may, in Issuer's sole discretion, on any default, extend the time for payment of any installments and reduce the amount of any installments. If Cardholder is in default, no partial payments or performance by Cardholder will cure Cardholder's default or restore Cardholder's rights and privileges under this Agreement.

**18. Liability for Unauthorized Use.** You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after the Issuer is notified, orally or in writing, of loss, theft or possible authorized use of a card at:

Credit Card Customer Service  
P.O Box 31112  
Tampa, FL 33631-3112  
1-800-449-7728

In any case, your liability will not exceed \$50.00.