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# CREDIT CARD ACCOUNT AGREEMENT AND FEDERAL DISCLOSURE STATEMENT

THIS IS YOUR CREDIT CARD ACCOUNT AGREEMENT AND IT INCLUDES NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, VISA LOW RATE PLATINUM, VISA SHARE SECURED, VISA SIGNATURE, VISA DRESS FOR SUCCESS, VISA YOUTH AND VISA CASH BACK AGREEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR VISA LOW RATE PLATINUM, VISA SHARE SECURED, VISA SIGNATURE, VISA DRESS FOR SUCCESS, VISA YOUTH AND/OR VISA CASH BACK CREDIT CARD, AND/OR ANY OTHER ACCOUNT ACCESS DEVICE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Member Name:	Account Number:	Application Number:
<b>Interest Rate and Interest Charges</b>		
<b>Annual Percentage Rate (APR) For Purchases</b>	VISA Low Rate Platinum: <b>4.99%</b> Introductory APR for 6 months. After that Your APR will be: <b>13.75-22.99 %</b> . This APR will change with the Prime Rate.	
	VISA Share Secured: <b>4.99 %</b> Introductory APR for 6 months. After that Your APR will be: <b>22.99 %</b>	
	VISA Signature: <b>N/A %</b> Introductory APR for 6 months. After that Your APR will be: <b>N/A %</b> . This APR will change with the Prime Rate.	
	VISA Dress For Success: <b>N/A %</b>	
	VISA Youth: <b>4.99 %</b> Introductory APR for 6 months. After that Your APR will be: <b>18.00 %</b>	
	VISA Cash Back: <b>4.99 %</b> Introductory APR for 6 months. After that Your APR will be: <b>16.75-22.99 %</b> . This APR will change with the Prime Rate.	
<b>APR For Balance Transfers</b>	VISA Low Rate Platinum: <b>N/A %</b> Introductory APR for 12 months. After that, Your APR will be <b>16.75-22.99 %</b> . This APR will change with the Prime Rate.	
	VISA Share Secured: <b>N/A %</b> Introductory APR for 12 months. After that, Your APR will be <b>22.99 %</b> .	
	VISA Signature: <b>N/A %</b> Introductory APR for 12 months. After that, Your APR will be <b>N/A %</b> . This APR will change with the Prime Rate.	
	VISA Dress For Success: <b>N/A %</b>	
	VISA Youth: <b>18.00 %</b>	
	VISA Cash Back: <b>N/A %</b> Introductory APR for 12 months. After that, Your APR will be <b>19.75-22.99 %</b> . This APR will change with the Prime Rate.	

**SEE PAGE 2 For More Important Information Regarding Your Account**

## Interest Rate and Interest Charges (continued)

<b>APR For Cash Advances</b>	<p>VISA Low Rate Platinum: <u>16.75-22.99 %</u>  This APR will change with the market based on the Prime Rate.</p> <p>VISA Share Secured: <u>22.99 %</u></p> <p>VISA Signature: <u>N/A %</u>  This APR will change with the market based on the Prime Rate.</p> <p>VISA Dress For Success: <u>N/A %</u></p> <p>VISA Youth: <u>18.00 %</u></p> <p>VISA Cash Back: <u>19.75-22.99 %</u>  This APR will change with the market based on the Prime Rate.</p>
<b>Penalty APR and When it Applies</b>	<p><b>22.99%</b></p> <p>This APR may be applied if:</p> <ol style="list-style-type: none"> <li>1) You make a late payment</li> </ol> <p><b>How Long Will The Penalty APR Apply?</b> If Your APRs are increased for this reason, the Penalty APR applied to transactions that occur after the increase may be applied indefinitely. For transactions that occurred prior to the effective date of the increase, the increase will apply indefinitely unless 6 consecutive payments are received on or before the due date during the six-month period following such increase.</p>
<b>Paying Interest</b>	<p>We will not charge You interest on purchases 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 and balance transfers on the transaction date.</p>
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<p><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></p>
<b>Fees</b>	
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• Cash Advance</li> <li>• Balance Transfer</li> <li>• Foreign Transaction</li> </ul>	<p><b>3.00% of each cash advance (\$5.00 Minimum)</b>  <b>3.00% of each balance transfer (\$5.00 Minimum)</b>  <b>2.00% of each foreign currency transaction in U.S. Dollars.</b>  <b>2.00% of each U.S. Dollar transaction that occurs in a foreign country.</b></p>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Returned Payment</li> <li>• Late Payment</li> </ul>	<p>Up to <b>\$20.00</b>  Up to <b>\$25.00</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.

**Loss of Introductory Rate:** We may end Your introductory rate and apply the Penalty APR if You make a late payment.

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

**SEE PAGE 1 For More Important Information Regarding Your Account**

**DEFINITIONS.** In this Agreement, the reference to "We", "Us", "Our" and "Credit Union" mean HAPO COMMUNITY CREDIT UNION. The words "You" and "Your" mean each person accepting this Agreement. If this is a joint Account, read singular pronouns in the plural. The words "Card" and "Credit Card" mean any VISA Low Rate Platinum, VISA Share Secured, VISA Signature, VISA Dress For Success, VISA Youth, and/or VISA Cash Back Credit Card issued to You by Us and any duplicates or renewals. The word "Account" means the VISA Low Rate Platinum, VISA Share Secured, VISA Signature, VISA Dress For Success, VISA Youth, and/or VISA Cash Back Credit Card Account established for You under this Agreement. "Convenience Check" means 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.

**PROMISE TO PAY.** You understand that the following terms and conditions constitute Our Agreement with You. Your account may be accessible through a variety of means which could include, but may not be limited to, requests by phone, online banking advances, convenience checks, Credit Cards 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.

Credit Card Type	Variable Rate Index	Margin	Daily Periodic Rate for Purchases	ANNUAL PERCENTAGE RATE for Purchases
<b>VISA Low Rate Platinum</b>	_____	_____	_____	<b>13.75-22.99</b>
<b>VISA Share Secured</b>	_____	_____	_____	<b>22.99</b>
<b>VISA Signature</b>	_____	_____	_____	<b>N/A</b>
<b>VISA Dress For Success</b>	_____	_____	_____	<b>N/A</b>
<b>VISA Youth</b>	_____	_____	_____	<b>18.00</b>
<b>VISA Cash Back</b>	_____	_____	_____	<b>16.75-22.99</b>
Credit Card Type	Variable Rate Index	Margin	Daily Periodic Rate for Balance Transfers	ANNUAL PERCENTAGE RATE for Balance Transfers
<b>VISA Low Rate Platinum</b>	_____	_____	_____	<b>16.75-22.99</b>
<b>VISA Share Secured</b>	_____	_____	_____	<b>22.99</b>
<b>VISA Signature</b>	_____	_____	_____	<b>N/A</b>
<b>VISA Dress For Success</b>	_____	_____	_____	<b>N/A</b>
<b>VISA Youth</b>	_____	_____	_____	<b>18.00</b>
<b>VISA Cash Back</b>	_____	_____	_____	<b>19.75-22.99</b>
Credit Card Type	Variable Rate Index	Margin	Daily Periodic Rate for Cash Advances	ANNUAL PERCENTAGE RATE for Cash Advances
<b>VISA Low Rate Platinum</b>	_____	_____	_____	<b>16.75-22.99</b>
<b>VISA Share Secured</b>	_____	_____	_____	<b>22.99</b>
<b>VISA Signature</b>	_____	_____	_____	<b>N/A</b>
<b>VISA Dress For Success</b>	_____	_____	_____	<b>N/A</b>
<b>VISA Youth</b>	_____	_____	_____	<b>18.00</b>
<b>VISA Cash Back</b>	_____	_____	_____	<b>19.75-22.99</b>

**USE OF YOUR CARD.** You may use Your Card (for personal, family, or household purposes) to buy goods and services in any place that it is honored and to get cash advances at participating financial institutions. You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law.

For all Cards, cash advances obtained at ATM machines may not at any time exceed the lesser of \$505.00 or Your available Credit Limit, and such transactions may not exceed a sum total of two per calendar day.

For VISA Dress For Success and VISA Youth cash advances involving a teller are limited to \$500.00 per day.

For VISA Low Rate Platinum, VISA Share Secured, VISA Signature and VISA Cash Back cash advances involving a teller are limited to \$5,000.00 per day, whereas cash advances made through online banking are limited to \$2,500.00 per day.

**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.

**SECURITY.** As permitted by law, to secure all transactions under this Agreement in either joint or individual Accounts, We have the right to impress and enforce a statutory lien against Your shares on deposit with Us (other than those deposits established under a governmental approved tax deferral plan such as an IRA or Keogh Account), and any dividends due or to become due to You from Us to the extent that You owe on any unpaid balance on Your Account and We may enforce Our right to do so without further notice to You. Additionally, You agree that We may set-off any mutual indebtedness.

**OTHER SECURITY.** Collateral (other than household goods or any dwelling) given as security for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the "Truth-in-Lending Disclosure" in any particular Agreement evidencing such debt.

**CONSENSUAL LIEN ON SHARES.** You grant and consent to a lien on Your shares with Us (except for IRA and Keogh accounts) and any dividends due or to become due to You from Us to the extent You owe on any unpaid Credit Card balance.

**ACCOUNT RESTRICTIONS.** In order to receive and maintain a VISA Share Secured Credit Card, You agree to give Us a specific pledge of shares which will be a sum

equal to 110% of Your approved Credit Limit. In the event that You default on Your Account, We may apply these shares toward the repayment of any amount owed on Your VISA Share Secured Credit Card. You may cancel Your VISA Share Secured Credit Card at any time by paying any amounts owed on such Account. To be certain that Your entire balance and all advances are paid, any shares pledged may not be available to You for 30 days after You have cancelled and any outstanding balance is paid in full.

**LINE OF CREDIT LIMITS.** You will be notified of Your specific Credit Limits for advances which are made under Your Account. Unless You are in default, Your Credit Limit will generally be self-replenishing as You make payments on Your Account. Subject to applicable law, We may increase or decrease Your credit limit, and if we do, such change will be reflected in the periodic statement and/or other separate notice.

You will keep Your unpaid balance within Your Credit Limit, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advances which caused You to exceed Your 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.

**JOINT ACCOUNTS.** Each Borrower will be responsible, individually and together, for the repayment of any amounts owed. If any Account access device, such as a Personal Identification Number (PIN) is requested and approved, You understand that any such Account access device(s) will be mailed only to the primary Borrower at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

**MINIMUM MONTHLY PAYMENTS (PAYMENT SCHEDULE).** Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay at any time without penalty. You also understand that You will only be charged periodic Finance Charges to the date You repay Your entire balance. You may make larger payments without penalty.

Payments will be applied first to any administrative charges owing (i.e. Late Charge), then to Finance Charges due, then to the outstanding principal balance. Any unpaid Finance Charges will be paid by subsequent payments and will not be added to the principal. 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.

Any unpaid portion of the Finance Charge will be paid by subsequent payments and will not be added to Your principal balance. You understand that any delay in the repayment of Your unpaid balance will increase Your periodic Finance Charges and any acceleration in the repayment of Your unpaid balance will decrease Your periodic Finance Charges.

VISA Low Rate Platinum, VISA Share Secured, VISA Signature, VISA Dress For Success, VISA Youth, and/or VISA Cash Back Minimum Payments will be established at the close of each billing cycle at an amount equal to 2.00% of Your new unpaid balance, subject to the lesser of \$25.00 or Your balance, plus any portion of the Minimum Payments shown on prior statement(s) which remains unpaid, plus any amount that exceeds Your approved Credit Limit.

You may, by separate agreement, authorize Us to charge Your payment directly to Your share or share draft Account.

**FINANCE CHARGES.** In the case of any transactions under Your Account, the balances subject to the periodic Finance Charge are the average daily transactions balances outstanding during the month (including new transactions).

To get the average daily balance for purchases, We take the beginning balance of purchases for Your Account each day, add any new purchases, debit adjustments or other charges and subtract any payments, credits and unpaid Finance Charges. This gives Us the daily balance for purchases. Then, We add up each of the daily balances for purchases for the billing cycle and divide them by the number of days in the billing cycle. The result is the average daily balance for purchases. The Finance Charge for a billing cycle for purchases is computed by multiplying the average daily balance subject to a Finance Charge by the Daily Periodic Rate times the number of days in the billing cycle. You can avoid Finance Charges on purchases 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, and subsequent purchases from the date they are posted to Your Account, will be subject to a Finance Charge.

To get the average daily balance for balance transfers, We take the beginning balance of balance transfers on Your Account each day, add any new balance transfers, debit adjustments or other charges and subtract any payments, credits and unpaid Finance Charges. This gives Us the daily balance for balance transfers. Then, We add up all these daily balances for the billing cycle and divide them by the number of days in the billing cycle. The result is the average daily balance for balance transfers. The Finance Charge for a billing cycle is then computed by multiplying the average daily balance subject to a Finance Charge by the Daily

Periodic Rate times the number of days in the billing cycle. Balance transfers are always subject to a Finance Charge from the later of the date they are posted to Your Account or from the first day of the billing cycle in which the balance transfer is posted to Your Account.

To get the average daily balance for cash advances, We take the beginning balance of cash advances on Your Account each day, add any new cash advances, debit adjustments or other charges and subtract any payments, credits and unpaid Finance Charges. This gives Us the daily balance for cash advances. Then, We add up all these daily balances for the billing cycle and divide them by the number of days in the billing cycle. The result is the average daily balance for cash advances. The Finance Charge for a billing cycle is then computed by multiplying the average daily balance subject to a Finance Charge by the Daily Periodic Rate times the number of days in the billing cycle. Cash advances are always subject to a Finance Charge from the later of the date they are posted to Your Account or from the first day of the billing cycle in which the cash advance is posted to Your Account.

For VISA Low Rate Platinum, the balance for purchases is subject to an introductory Daily Periodic Rate of \_\_\_\_\_% (corresponding **ANNUAL PERCENTAGE RATE** \_\_\_\_\_ 4.99%) for the initial 6 month period. Upon the expiration of the introductory rate period, the entire balance of purchases existing at that time and in the future will be subject to the non-introductory rate disclosed elsewhere in this Agreement. The balances for balance transfers and cash advances will be subject to the rates disclosed elsewhere in this Agreement.

For VISA Share Secured, the balance for purchases is subject to an introductory Daily Periodic Rate of \_\_\_\_\_% (corresponding **ANNUAL PERCENTAGE RATE** \_\_\_\_\_ 4.99%) for the initial 6 month period. Upon the expiration of the introductory rate period, the entire balance of purchases existing at that time and in the future will be subject to the non-introductory rate disclosed elsewhere in this Agreement. The balances for balance transfers and cash advances will be subject to the rates disclosed elsewhere in this Agreement.

For VISA Signature, the balance for purchases is subject to an introductory Daily Periodic Rate of \_\_\_\_\_% (corresponding **ANNUAL PERCENTAGE RATE** \_\_\_\_\_ 4.99%) for the initial 6 month period. Upon the expiration of the introductory rate period, the entire balance of purchases existing at that time and in the future will be subject to the non-introductory rate disclosed elsewhere in this Agreement. The balances for balance transfers and cash advances will be subject to the rates disclosed elsewhere in this Agreement.

For VISA Youth, the balance for purchases is subject to an introductory Daily Periodic Rate of \_\_\_\_\_% (corresponding **ANNUAL PERCENTAGE RATE** \_\_\_\_\_ 4.99%) for the initial 6 month period. Upon the expiration of the introductory rate period, the entire balance of purchases existing at that time and in the future will be subject to the non-introductory rate disclosed elsewhere in this Agreement. The balances for balance transfers and cash advances will be subject to the rates disclosed elsewhere in this Agreement.

For VISA Cash Back, the balance for purchases is subject to an introductory Daily Periodic Rate of \_\_\_\_\_% (corresponding **ANNUAL PERCENTAGE RATE** \_\_\_\_\_ 4.99%) for the initial 6 month period. Upon the expiration of the introductory rate period, the entire balance of purchases existing at that time and in the future will be subject to the non-introductory rate disclosed elsewhere in this Agreement. The balances for balance transfers and cash advances will be subject to the rates disclosed elsewhere in this Agreement.

For VISA Low Rate Platinum, balance transfer transactions are subject to an introductory Daily Periodic Rate of \_\_\_\_\_% (corresponding **ANNUAL PERCENTAGE RATE** \_\_\_\_\_%) for the initial 12 month period. Upon the expiration of the introductory rate period, the entire balance of balance transfers existing at that time and in the future will be subject to the non-introductory rate disclosed elsewhere in this Agreement.

For VISA Share Secured, the balance for purchases is subject to an introductory Daily Periodic Rate of \_\_\_\_\_% (corresponding **ANNUAL PERCENTAGE RATE** \_\_\_\_\_%) for the initial 12 month period. Upon the expiration of the introductory rate period, the entire balance of balance transfers existing at that time and in the future will be subject to the non-introductory rate disclosed elsewhere in this Agreement. The balances

For VISA Signature, balance transfer transactions are subject to an introductory Daily Periodic Rate of \_\_\_\_\_% (corresponding **ANNUAL PERCENTAGE RATE** \_\_\_\_\_%) for the initial 12 month period. Upon the expiration of the introductory rate period, the entire balance of balance transfers existing at that time and in the future will be subject to the non-introductory rate disclosed elsewhere in this Agreement.

For VISA Cash Back, balance transfer transactions are subject to an introductory Daily Periodic Rate of \_\_\_\_\_% (corresponding **ANNUAL PERCENTAGE RATE** \_\_\_\_\_%) for the initial 12 month period. Upon the expiration of the introductory rate period, the entire balance of balance transfers existing at that time and in the future will be subject to the non-introductory rate disclosed elsewhere in this Agreement.

The total Finance Charge You owe for each billing cycle is the sum of all the Finance Charges due for the balances of purchases, balance transfers and cash advances.

**PENALTY RATE.** If Your Account is more than 60 days past due, subject to applicable law, the Daily Periodic Rate applicable to Your entire balance existing at that time and in the future will increase to 0.062987% (corresponding **ANNUAL PERCENTAGE RATE** 22.99%). During the six-month period following such an increase, if We receive the first six consecutive required minimum periodic payments when due, the rate applicable to the balance of transactions that occurred prior to such increase will be returned to the standard rate that would have otherwise been in effect.

**VARIABLE RATE.** For VISA Low Rate Platinum, VISA Signature and VISA Cash Back Credit Cards, all non-introductory rate advances 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 5th calendar day that immediately precedes each Change Date ("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 that immediately follows a change in the Index (each a "Change Date"). 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. Your interest rate will never be greater than 22.99%, and will apply to Your remaining balance.

**PERIODIC STATEMENTS.** 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 provide You a statement each month 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 cancelled 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 or liability.

**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) A judgment or tax lien should be filed against You or any 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.

Upon any occurrence of default, We may, to the extent permitted by law, cancel Your rights under this Agreement, require the return of all access devices and declare the entire balance of Your Account immediately due and payable, without prior notice or demand.

**COLLECTION COSTS.** In the event collection efforts are required to obtain payment on this Account, to the extent permitted by law, You agree to pay all court costs, private process server fees, investigation fees or other costs incurred in collection and actual attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any Collateral.

**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.

**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.

**DEBT PROTECTION.** Debt protection is not required for any extension of credit under this Agreement. However, You may purchase any debt protection available through Us and have the costs added to Your outstanding balance. If You elect to do so, You will be given the necessary disclosures and documents separately.

**INTEGRATED DOCUMENTS.** Any separate sheet of paper labeled "Additional Disclosure - Federal Truth-in-Lending Act," and/or "Credit Card Account and Security Agreement" which is delivered together with this Agreement or at a later date becomes an integrated part of this Agreement and Disclosure.

**CONSENT TO AGREEMENT.** You acknowledge receipt of a copy of this Agreement. By signing the application; or by using Your Account or any Account access device; or by authorizing another to use Your Account, You agree to and accept its terms.

**UPDATING AND DISCLOSING FINANCIAL INFORMATION.** You will provide facts to update information contained in Your original Account application 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.** 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 Your Account.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of Washington, except to the extent that such laws are inconsistent with controlling federal law.

**ISSUANCE OF A PERSONAL IDENTIFICATION NUMBER.** We will issue, upon Your request, a Personal Identification Number (PIN) for use with participating Automated Teller Machines (ATMs). This PIN is confidential and should not be disclosed to anyone. You may use Your PIN to access Your Account and all sums advanced will be added to Your Account balance. In the event a use of Your PIN constitutes an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may also affect Your rights.

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

**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 of the loss, theft, or possible unauthorized use by calling Us at (800) 654-7728, or by writing to Us at P.O. Box 31216, Tampa, FL 33631-3281. In any case, Your liability will not exceed \$50.00.

**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.

**TRANSACTION SLIPS.** Your monthly statement will identify that merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement.

**LATE PAYMENT (EXCEPT IDAHO).** Each billing or statement cycle is at least 28 days in duration and You will be assessed a fee if Your payment is not received by the end of the billing cycle in which such payment is due. The amount of the fee will equal the lesser of: (a) \$25.00; or (b) the amount of the minimum payment due.

**LATE PAYMENT (IDAHO).** If Your payment is more than 10 days late, You will be charged a fee which will equal the lesser of: (a) \$15.00 or 5.00% of the payment due, whichever is greater; or (b) the amount of the minimum payment due.

**OTHER FEES AND CHARGES.** You will be charged the following fees associated with the use of Your Card: (a) a cash advance fee FINANCE CHARGE equal to 3.00% of the amount advanced, subject to a minimum of \$5.00; (b) a balance transfer fee FINANCE CHARGE equal to 3.00% of each transfer, subject to a minimum of \$5.00; (c) the lesser of \$20.00 or the required minimum payment amount for the returned payment for each check (or other negotiable instrument used for payment) which is returned unpaid; (d) \$5.00 for each replacement Card You request (such amount will be increased to \$50.00 each time You request the Card be furnished on an expedited basis); (e) \$2.00 for each statement copy that You request; and (f) \$26.00 for each stop payment of a balance transfer check.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign countries and 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 that are initiated in a foreign currency, You will be charged 2.00% of the final settlement amount. For transactions occurring in foreign countries and initiated in U.S. Dollars, You will be charged 2.00% of the final settlement amount. Transactions initiated via the internet with merchants or other parties located outside of the United States of America are deemed to occur in the foreign country where the merchant or other party is located.

**LOST CARDS OR CONVENIENCE CHECKS.** To report lost or stolen Credit Cards or Convenience Checks, You will immediately call Us at (800) 654-7728, or write to Us at P.O. Box 31216, Tampa, FL 33631-3281.

**CREDITS.** If a merchant who honors Your Card gives You credit for returns or adjustments, they 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 6 months.

#### Your Billing Rights: Keep this Document 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 P.O. Box 31216, Tampa, FL 33631-3281. 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 \$50.00 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 \$50.00. (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 P.O. Box 31216, Tampa, FL 33631-3281.

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.

**X**

Signature of Borrower

Date

**X**

Signature of Borrower

Date