

In this Agreement the words "you" and "your" mean each and all of those who apply for the card or who sign this Agreement. "Card" means the VISA credit card and any duplicates and renewals we issue. Everyone who receives, signs or uses a card issued under this Agreement must be a member of this Credit Union. "Account" means your VISA credit card Line of Credit account with us. "We", "us" and "ours" means this Credit Union.

## VISA CREDIT CARD AGREEMENT

**Using Your Account.** If you are approved for an Account, the Credit Union will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (purchases, cash advances, Interest Charges, plus fees and other charges) that you will have outstanding on your Account at any time. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.

**Notification Address For Information Reported to Consumer Reporting Agencies.** We may report the status and payment history of your Account to credit reporting agencies each month. If you believe that the information we have reported is inaccurate or incomplete, please notify us in writing at the address shown above in this Agreement. Please include your name, address, home telephone number and Account number.

**Using Your Card.** By using your Card, you agree to all terms and conditions contained in this Agreement. You may use your Card to make purchases from merchants and others who accept VISA Cards. However, you may not use your Card to initiate any type of gambling transaction. 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. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept VISA Cards, and from some automated teller machines (ATMs). (Not all ATMs accept VISA Cards.) To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your Card.

**Illegal Transactions.** You may not use your Card for any illegal transaction. You agree that we may decline to process any transaction which we believe in good faith to be for an illegal purpose. You agree that we will not be liable for declining to process any such transaction. If we do process any transaction which ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the Card will be deemed an act of default under this Agreement. You further agree to waive any right to take legal action against us for your illegal use of the Card and to indemnify and hold us, harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

**Convenience Checks.** We may, at our discretion, issue checks to you which may be used for any purpose other than making a payment for credit to your Account. By signing such checks, you authorize us to pay the item for the amount indicated and post such amount as a cash advance to your Account. We do not have to pay any item which would cause the outstanding balance in your Account to exceed your credit limit.

**Responsibility.** You agree to pay all charges (purchases and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. You also agree to pay all Interest Charges and other fees and charges added to your Account under the terms of this Agreement or another agreement you made with the Credit Union. If this is a joint Account, the "Joint Accounts" paragraph also applies to your Account.

**Promise to Pay.** You promise to pay us in U.S. dollars for (a) all purchases, cash advances, and balance transfers made by you or anyone whom you authorize to use the Card or Account; (b) Interest Charges and other charges or fees; (c) collection costs and attorney's fees as permitted by applicable law, and any costs incurred in the recovery of the Card; and (d) credit in excess of your credit limit that we may extend to you. At the end of each monthly billing cycle for which you have a balance on your Account, you will be furnished with a periodic statement showing (i) the "Previous Balance" (the outstanding balance in the Account at the beginning of the billing cycle), (ii) the amount of all cash advances, purchases, balance transfers, Over-the-Limit Fees, Late Charges, Annual Fees, Interest Charges, and other charges or fees posted to your Account during the billing cycle, (iii) the amount of all payments and credits posted to your Account during the billing cycle, and (iv) the "New Balance" which is the sum of (i) and (ii) minus (iii).

You agree to pay on or before the "Payment Due Date" shown on the monthly periodic statement the entire New Balance or a Minimum Payment as set forth on your Truth-in-Lending Statement. You may make extra payments in advance of the due date without a penalty, and you may repay any funds advanced, credit extended, or amount outstanding at any time without a penalty for early payment. Regardless of the amount of any extra payment during a given month, a monthly payment will be required the following month if a balance remains in your Account.

**Interest Charge.** You will pay an Interest Charge for all advances made against your Account. Interest Charges for cash advances and balance transfers begin to accrue on the date of the advance. New purchases will not incur an Interest Charge on the date they are posted to your Account if you have paid the Account in full by the Payment Due Date shown on your previous monthly statement, or if there was no previous balance.

The periodic rate used to compute the Interest Charge and the corresponding Annual Percentage Rate depends on your creditworthiness. Your Annual Percentage Rate is variable and will increase or decrease if the Prime Rate as published in the Wall Street Journal ("Index") increases or decreases. To determine your Annual Percentage Rate, we add a margin based on your creditworthiness to the Index. Your margin is based on your creditworthiness and provided to you in writing when your application is approved.

The Interest Charge is figured by applying the periodic rate to the "Balance Subject to Interest Charge" which is the "Average Daily Balance" of your Account, including current transactions. The Average Daily Balance is arrived at by taking the beginning balance of your Account each day, adding in any new cash advances, and unless you pay your Account in full by the Payment Due Date shown on the previous monthly statement or there is no previous balance, adding in new purchases, and subtracting any payments or credits and unpaid Interest Charges. This gives us the daily balance. The daily balances for the billing cycle are then added together and divided by the number of days in the billing cycle. The result is the Average Daily Balance. The Interest Charge is determined by multiplying the Average Daily Balance by the number of days in the billing cycle and applying the periodic rate to the product.

No additional Interest Charges will be imposed on new purchases shown on your statement if the New Balance shown on the statement is paid in full by the Payment Due Date reflected on the statement. The Payment Due Date is not less than 25 days from the billing cycle closing date shown on your statement.

**Fees and Charges.** You agree to pay any and all fees that you incur in connection with your card, in accordance with applicable law, in the amounts set forth on your Truth-in-Lending Statement, which fees and/or amounts may be amended from time to time.

**Crediting of Payments.** All payments made on your Account at the address designated for payment on the monthly periodic statement will be credited to your Account on the date of receipt. If the date of receipt is not a business day, your payment will be credited on the first business day following receipt. All payments on your Account will be applied first to collection costs, then to any Interest Charges and other fees due, and then to the unpaid principal balance. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and in any contingency whatsoever, if we shall receive anything of value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you. We do not charge for payments made by standard mail service or other standard payment methods approved by us. If we charge a fee for any expedited payment service we offer, that fee will be disclosed to you at the time you request the service. We may accept checks marked "payment in full" or with words of similar effect without losing any of our rights to collect the full balance of your account with us.

### THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF CREDIT UNDER THIS AGREEMENT.

YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENDED UNDER THIS AGREEMENT. YOU ALSO AGREE THAT WE HAVE SIMILAR STATUTORY LIEN RIGHTS UNDER STATE AND/OR FEDERAL LAW. IF YOU ARE IN DEFAULT, WE CAN APPLY YOUR SHARES TO THE AMOUNT YOU OWE.

Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given are not subject to this security interest.

If you have other loans with us, collateral securing such loans will also secure your obligations under this Agreement, unless that other collateral is your principal residence or non-purchase money household goods.

**Default; Acceleration.** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. 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, or if anyone attempts to take any of your funds held by us via legal process. You will be in default if you make any false, inaccurate, or misleading statements in any credit application or credit update. You will also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe, or that you are unwilling to pay any amounts owing.

When you are in default, the Credit Union has the right to demand immediate payment of your full Account balance without giving you notice. If immediate payment is demanded, you agree to continue paying Interest Charges, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your Account may be applied towards what you owe.

You agree to pay all costs of collection, including court costs and reasonable attorney fees, and any costs incurred in recovery of the Card.

If Your Card is Lost or Stolen or if an Unauthorized Use Occurs, I agree to notify you immediately if my card is ever lost or stolen or if an unauthorized use may have occurred. The telephone number to call is (800) 449-7728, and I agree to follow up the call with notice in writing to you at: P.O. Box 31112, Tampa, FL 33631-3112. I also agree to assist you in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of my card and comply with such procedures as you may require in connection with your investigation, including filing a police report and otherwise assisting in the prosecution of any unauthorized user. I will be liable for any unauthorized use over the Visa Network only if you can prove that I was grossly negligent in my use or handling of my card, or if you can prove that I used the card fraudulently. My liability for unauthorized use on networks other than the Visa Network will not exceed \$50.00. In any case, I will not be liable for any unauthorized use that occurs after I notify you of the loss, theft, or unauthorized use.

**Changing or Terminating Your Account.** The Credit Union may change the terms of this Agreement from time to time as permitted by applicable law. Notice of any change will be given in accordance with applicable law. If permitted by law and specified in the notice to you, the

## VISA CREDIT CARD AGREEMENT

change will apply to your existing Account balance as well as to future transactions. If you use your Card after receiving notice of a change in terms, such use is your agreement that those new terms will apply to both existing balances and future transactions.

Either you or the Credit Union may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any Interest and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized.

The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by you or the Credit Union. The Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union. If this is a joint Account, the "Joint Accounts" paragraph of this Agreement also applies to termination of the Account.

**Credit Review and Release of Information.** You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s), including personal data to VISA U.S.A. for the purpose of providing you with VISA Emergency Cash or VISA Emergency Card Replacement services.

**Returns and Adjustments.** Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written or verbal request.

**Additional Benefits/Card Enhancements.** The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

**Important Information for The Money People CashRewards Cardholders:** Cardholders will earn a 1% base cash rebate on all new Net Purchases (less returns, credits, and adjustments). You will earn total cash rebates of 2% (consisting of 1% bonus cash rebate and 1% base cash rebate) for Net Purchases at eligible grocery merchants and 3% (consisting of 2% bonus cash rebate and 1% base cash rebate) for Net Purchases at eligible gas merchants. Eligible merchants and the associated merchant category codes ("MCC") for the Bonus Categories are the following: (a) Grocery (MCC 5411-Grocery Stores, which does not include discount stores or wholesale clubs); and (b) Gas (MCC 5541-Service Stations and 5542-Automated Fuel Dispensers). Cash advances, balance transfers, and convenience checks do not qualify for the cash back rebate. Fees or interest posted to your credit card account, including but not limited to, returned payments fees, late fees, annual fees, disputed and fraud charges do not earn the cash back rebate. CashRewards Rebate is credited in U.S. dollars each quarter in the form of a statement credit. Great River Federal Credit Union does not have the ability to control how a retailer chooses to classify their business. We reserve the right to change program rules, regulations, benefits, conditions or cancel/amend the program without notice and determine which purchases qualify for cash rewards.

**Foreign Transactions; Currency Conversion.** Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States

will be charged a foreign transaction fee in an amount to be determined by the Credit Union, regardless of whether there is a currency conversion associated with the transaction. The conversion rate in dollars will be a rate selected by VISA from a 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 the government-mandated rate in effect for the applicable central processing date in each instance. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands; this may include internet transactions.

**Plan Merchant Disputes.** We are not responsible for the refusal of any plan merchant or financial institution to honor your card. Also, we are not responsible for goods or services you purchase with the card unless (a) your purchase was made in response to an advertisement we sent or participated in sending you; (b) your purchase cost \$50.00 or more and was made from a plan merchant in your state or within 100 miles of your home; and you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant. You must resolve all other disputes directly with the plan merchant. We do not warrant any merchandise or services purchased by you with the Card.

**Joint Accounts.** If this is a joint Account, each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.

**Effect of Agreement.** This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

**No Waiver.** The Credit Union can delay enforcing any of its rights any number of times without losing them.

**Waiver.** You expressly waive presentment for payment, demand, protest, and notice of protest and dishonor of same.

**Statements and Notices.** Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

**Final Expression.** This Agreement is the final expression of the terms and conditions of this VISA line of credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

**Severability.** Each of the provisions contained in this Agreement are considered part of the total Agreement and cannot be severed from it. If any provision, however, is ruled to be unenforceable or void under any applicable law, the remaining provisions, and this Agreement, shall remain valid and enforceable.

**Governing Law.** This Agreement shall be construed under federal law and state law in the state in which we are primarily located. Venue shall be located in the county and state in which we are primarily located.

**Copy Received.** You acknowledge that you have received a copy of this Agreement. You understand that the use of your credit card will constitute acknowledgement of receipt and agreement to the terms of the credit agreement.

**NOTICE TO UTAH BORROWERS:** This written agreement is a final expression of the agreement between you and the Credit Union. This written agreement may not be contradicted by evidence of any oral agreement.

## 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 the address(es) listed on your statement.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. 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 the address(es) listed on your statement.

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.