



Platinum/Gold/Classic/Gonzaga Student/Gonzaga Friends & Family



Standard

VISA/MASTERCARD CREDIT CARD AGREEMENT

In this Agreement the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; "card" means the Visa/MasterCard credit card and any duplicates, renewals, or substitutions the Credit Union issues to you; "account" means your Visa/MasterCard credit card line of credit account with the Credit Union, and "Credit Union" means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement.

1. 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, finance charges, plus "other charges") which 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.

2. USING YOUR CARD - You understand that the use of your credit card will constitute acknowledgement of receipt and agreement to the terms of the Credit Card Agreement. You may use your card to make purchases from merchants and others who accept Visa/MasterCard. However, you may not use your card to initiate any type of electronic gambling transaction through the Internet. 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/MasterCard, and from some automated teller machines (ATMs). (Not all ATMs accept Visa/MasterCard.) To obtain cash advances from an ATM, you must use the personal identification number (PIN) issued to you for use with your card. You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law.

3. RESPONSIBILITY - You agree to pay all charges (purchases and cash advances) made to your account by you or anyone you authorize to use your account. You also agree to pay all finance charges and other 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, Section 17 also applies to your account.

4. FINANCE CHARGES - New purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero or credit balance at the beginning of that billing cycle, or you paid the entire new balance on the previous cycle's billing statement by the payment due date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to your account. To avoid an additional finance charge on the balance of purchases, you must pay the entire new balance on the billing statement by the payment due date of that statement. A finance charge begins to accrue on cash advances from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later.

The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the monthly periodic rate to the average daily balance of purchases. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of purchases. Then, we add all the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases.

For cash advances, the finance charge is computed by applying the monthly periodic rate to the average daily balance of cash advances. To get the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. Then, we add all the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances. Balance transfers are calculated in the same manner as cash advances.

For our Visa Platinum card, the monthly periodic rate for purchases, cash advances and balance transfers is 0.7417% which is an ANNUAL PERCENTAGE RATE of 8.9%.

For our Visa Gold card, the monthly periodic rate for purchases, cash advances and balance transfers is 0.825% which is an ANNUAL PERCENTAGE RATE of 9.9%.

For our Visa Classic card, the monthly periodic rate for purchases, cash advances and balance transfers is 1.1600% which is an ANNUAL PERCENTAGE RATE of 13.92%.

For our Standard MasterCard, the monthly periodic rate for purchases, cash advances and balance transfers is 1.3300% which is an ANNUAL PERCENTAGE RATE of 15.96%.

For our Gonzaga Student Visa, the monthly periodic rate for purchases, cash advances and balance transfers is 1.1600% which is an ANNUAL PERCENTAGE RATE of 13.92%.

For our Gonzaga Friends & Family Visa, the monthly periodic rate for purchases, cash advances and balance transfers is 0.7417% which is an ANNUAL PERCENTAGE RATE of 8.9%.

Balance transfer ANNUAL PERCENTAGE RATE will continue until the balance is paid off.

5. **OTHER CHARGES** - The following other charges (fees) will be added to your account, as applicable:

- a. **Annual Fee.** For our Visa Platinum card, you will be charged an annual fee of \$20.00 on the first statement you receive after your account is opened. Each year following, the annual fee will be added to your account during the same month that you were first charged the fee. The fee will be charged each year until your account is closed and paid in full.
- b. **Annual Fee.** For Visa Classic card, you will be charged an annual fee of \$12.00 on the first statement you receive after you account is opened. Each year following, the annual fee will be added to your account during the same month that you were first charged the fee. The fee will be charged each year until your account is closed and paid in full.
- c. **Annual Fee.** For our Standard MasterCard, you will be charged an annual fee of \$18.00 on the first statement you receive after your account is opened. Each year following, the annual fee will be added to your account during the same month that you were first charged the fee. The fee will be charged each year until your account is closed and paid in full.
- d. **Over-the-Credit-Limit Fee.** You may be charged a fee of \$25.00 on a statement date if your new balance on that date, less any fees imposed during the cycle, is over your credit limit. You will be charged the fee each subsequent month until your new balance on the statement date, less any fees imposed during the cycle, is BELOW your credit limit.
- e. **Return Check Fee.** If a check or share draft used to make a payment on your account is returned unpaid, you will be charged a fee of \$25.00 for each item returned.
- f. **Card Replacement Fee.** You will be charged \$6.00 for each replacement card that is issued to you for any reason.
- g. **Document Copy Fee.** You will be charged \$5.00 for each copy of a sales draft or statement that you request (except when the request is made in connection with a billing error made by the Credit Union).
- h. **PIN Replacement Fee.** You will be charged \$2.00 for each replacement PIN that is issued to you for any reason.
- i. **Rush Fee.** You will be charged \$25.00 for each rush card that you request.
- j. **Collection Costs.**

For Iowa, West Virginia and Wisconsin Members. Collections costs are not permitted on your credit card account.

For Alaska, Arizona, California, Delaware, Florida, Hawaii, Louisiana, Maryland, Massachusetts, Minnesota, Mississippi, Missouri, Montana, New Hampshire, New Mexico, New York, North Carolina, Pennsylvania, Rhode Island, Tennessee, Texas, Utah, Vermont, Virginia, and Washington Members Collection Costs. You agree to pay all costs of collecting the amount you owe under this agreement, including court costs and reasonable attorney's fees.

For Alabama Members. After default and upon referral to an attorney, who is not an employee of the credit union, you agree to pay all costs of collecting the amount you owe under this agreement, including, if the unpaid balance under this plan is greater than \$300 at the time of collection, reasonable attorney's fees.

For Arkansas Members. You agree to pay all costs of collecting the amount you owe under this agreement, including attorney's fees not to exceed 10% of the amount of principal plus interest and all court costs.

For Colorado Members. You agree to pay all costs of collecting the amount you owe under this agreement, including court costs and reasonable attorney's fees paid to an individual who is not an employee of the credit union. The attorney's fees you pay will not exceed 15% of the unpaid debt after default.

For Connecticut Members. You agree to pay all costs of collecting the amount you owe under this agreement, including reasonable attorney's fees not in excess of 15% of any judgement and all court costs.

For District of Columbia Members. You agree to pay all costs of collecting the amount you owe under this agreement, including reasonable attorney's fees not in excess of 15% of the unpaid debt and all court costs.

For Georgia Members. You agree to pay all costs of collecting the amount you owe under this agreement, including reasonable attorney's fees not in excess of 15% of the unpaid debt and all court costs.

For Idaho Members. You agree to pay all costs of collecting the amount you owe under this agreement, including court costs and, if the amount you borrowed was greater than \$1,000, reasonable attorney's fees.

For Illinois Members. You promise to pay, subject to applicable law, all costs of collecting what you owe under this agreement and all costs of realizing on any security for the plan, including court costs, collection agency fees and reasonable attorney's fees. We may enter into a contingent or hourly fee arrangement with an attorney or collection agency and you agree that such an agreement is reasonable. This provision also applies to bankruptcy, appeals or postjudgment proceedings.

For Kansas Members. You agree to pay all costs of collecting the amount you owe under this agreement, including court costs and reasonable attorney's fees paid to an individual who is not an employee of the credit union. The attorney's fees you pay will not exceed 15% of the unpaid debt after default.

For Kentucky Members. You promise to pay all costs of collecting the amount you owe under this agreement, including reasonable attorney's fees to the extent permitted by state law.

For Maine Members. For loans with an interest rate less than or equal to 12¼%:

Attorney's fees-If the credit union hires an attorney to collect the amount you owe under this agreement, you agree to pay reasonable attorney's fees not to exceed 15% of the unpaid debt.

For loans with an interest rate over 12¼%: no attorney's fees.

For Michigan Members. You promise to pay all costs of collecting the amount you owe under this agreement to the extent permitted by state law.

For Nebraska Members. You promise to pay all costs of collecting the amount you owe under this agreement to the extent permitted by state law.

For New Hampshire Members. You agree to pay all costs of collecting what you owe under this agreement and reasonable attorney's fees. If you win in any action, suit or proceeding brought by the credit union or in any action you bring against the credit union, you will be awarded reasonable attorney's fees. If you successfully assert a partial defense or set-off, recoupment or counterclaim, the court may withhold from the credit union the entire amount or such portion of the attorney's fees as the court considers equitable.

For New Jersey Members. You agree to pay all costs of collecting the amount you owe under this agreement, including reasonable attorney's fees not exceeding 20% of the principal and interest due and all court costs.

For North Dakota Members. You promise to pay all costs of collecting the amount you owe under this agreement to the extent permitted by state law.

For Ohio Members. You promise to pay all costs of collecting the amount you owe under this agreement to the extent permitted by state law.

For Oklahoma Members. You promise to pay all costs of collecting the amount you owe under this agreement. These costs include reasonable attorney's fees not in excess of 15% of the unpaid debt after default and referral to an attorney, not a salaried employee of the credit union, unless you borrowed \$1,000 or less at an interest rate greater than 10% per year.

For Oregon Members. You agree to pay all costs of collecting the amount you owe under this agreement, including court costs, reasonable attorney's fees and the costs of any appeal by the credit union.

For South Carolina Members. You promise to pay all costs of collecting the amount you owe under this agreement, including court costs and reasonable attorney's fees.

For South Dakota Members. You promise to pay all costs of collecting the amount you owe under this agreement to the extent permitted by state law.

For Wyoming Members. You promise to pay all costs of collecting the amount you owe under this agreement. These costs will include reasonable attorney's fees unless you borrowed \$1,000 or less at an interest rate greater the 10% per year.

6. PAYMENTS - Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 25 days from the statement closing date whichever is later. If your statement says the payment is "Now Due," your payment is due no later than 25 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the total new balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your account has a balance (other than a credit balance). For our Visa Platinum card, the minimum payment is 3 percent of your total new balance, or \$20.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. For our Visa Gold card, the minimum payment is 3 percent of your total new balance, or \$20.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. For our Visa Classic card, the minimum payment is 3 percent of your total new balance, or \$20.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. For our Standard MasterCard, the minimum payment is 3 percent of your total new balance, or \$20.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. For our Gonzaga Student Visa card, the minimum payment is 3 percent of your total new balance, or \$20.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. For our Gonzaga Friends & Family Visa Card, the minimum payment is 3 percent of your total new balance, or \$20.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

7. PAYMENT ALLOCATION -

FOR ALL MEMBERS, EXCEPT MEMBERS LOCATED IN PENNSYLVANIA - Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses.

FOR PENNSYLVANIA MEMBERS - Subject to applicable law, your payments may be applied to what you owe the credit union in any manner the credit union chooses. 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.

8. SECURITY INTEREST - If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares, your pledged shares will secure your account. You may not withdraw amounts that have been specifically pledged to secure your account until the Credit Union agrees to release all or part of the pledged amount. In addition, your account is secured by all other shares you have in any individual or joint account with the Credit Union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on your account if you should default. Collateral securing other loans you have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this account, notwithstanding anything to the contrary in any other agreement.

9. DEFAULT -

FOR ALABAMA, ALASKA, ARIZONA, ARKANSAS, CALIFORNIA, COLORADO, CONNECTICUT, DELAWARE, DISTRICT OF COLUMBIA, GEORGIA, HAWAII, IDAHO, ILLINOIS, KANSAS, KENTUCKY, LOUISIANA, MAINE, MICHIGAN, MARYLAND, MINNESOTA, MISSISSIPPI, MONTANA, NEBRASKA, NEW HAMPSHIRE, NEW JERSEY, NEW MEXICO, NEW YORK, NORTH CAROLINA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, PENNSYLVANIA, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, TEXAS, UTAH, VERMONT, VIRGINIA, WASHINGTON, AND WYOMING MEMBERS - 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. You will be in default if you make any false 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.

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 finance 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.

FOR FLORIDA MEMBERS - 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. You will be in default if you make any false 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.

In the event that any suit is filed against the credit union with respect to this agreement, or any credit card issued under this agreement, the suit shall only be brought in the courts of the state of Florida.

FOR IOWA MEMBERS ONLY - 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. You will be in default if you make any false 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.

When you are in default and after expiration of any right you have to cure your default under the applicable state law, the credit union has the right to demand immediate payment of your full account balance. If immediate payment is demanded, you agree to continue paying finance 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.

FOR MASSACHUSETTS MEMBERS - 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. You will be in default if you make any false 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.

When you are in default and after expiration of any right you have under applicable state law to cure your default, the credit union has the right to demand immediate payment of your full account balance. If immediate payment is demanded, you agree to continue paying finance charges at the periodic rate charged before default, until what you owe has been paid. Also, subject to applicable state law, any shares that were given as security for your account may be applied towards what you owe.

FOR MISSOURI MEMBERS - 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. You will be in default if you make any false 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.

When you are in default and after the credit union has given you any notice and a right to cure your default required by state law, the credit union may demand immediate payment of your full account balance. If immediate payment is demanded, you agree to continue paying finance 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.

FOR WISCONSIN MEMBERS ONLY - Upon default, the entire outstanding balance due under this agreement shall, unless excused by our Board of Directors, become immediately due and payable, subject only to any right to cure default which you may have under Section 425.105 of the Wisconsin Statutes. A default shall be deemed to have occurred if (a) you fail to make payments when due on two occasions within any 12-month period, or (b) you fail to observe any other covenant of this agreement, you or your spouse die, change marital status, change marital domicile or become insolvent or subject of a bankruptcy or other insolvency proceeding, if such failure, act or occurrence materially impairs your ability to pay the amount due under this agreement or breach of which materially impairs the condition, value or protection of the merchant's rights in any collateral securing the transaction. In addition, notwithstanding Sections 425.103 and 425.105 of the Wisconsin Statutes, in the event we receive a notice of termination of this agreement from the spouse of a borrower pursuant to Section 766.565(5), Wisconsin Statutes, we may declare the entire outstanding balance of the agreement immediately due and payable. If immediate payment is demanded, you agree to continue paying finance charges at the periodic rate charged before the 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.

10. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION -

Visa. You agree to notify us immediately, orally or in writing at 1520 W 3rd Ave., Spokane, WA 99201 or telephone (800) 676-4562 Monday through Friday 7:00 a.m. to 6:00 p.m. or (800) 682-6075 twenty-four (24) hours a day, seven (7) days a week, of the loss, theft, or unauthorized use of your credit card. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your credit card, unless you are grossly negligent in the handling of your card. In any case, your liability will not exceed \$50.

MasterCard. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us at 1520 W 3rd Ave., Spokane, WA 99201 in writing or telephone us at (800) 676-4562 Monday through Friday 7:00 a.m. to 6:00 p.m. or (800) 682-6075 twenty-four (24) hours a day, seven (7) days a week, of the loss, theft, or possible unauthorized use. However, if you exercise reasonable care in safeguarding your card from risk of loss or theft, if you have not reported two (2) or more incidents of unauthorized use in the last 12 months, and if your account is in good standing, you will not be liable for any unauthorized purchase transactions. In any case, your liability will not exceed \$50.

11. CHANGING OR TERMINATING YOUR ACCOUNT (FOR ALL MEMBERS, EXCEPT MEMBERS LOCATED IN WISCONSIN) - The Credit Union may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law and specified in the notice to you, the change will apply to your existing account balance as well as to 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 finance 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, Section 17 of this Agreement also applies to termination of the account.

FOR WISCONSIN MEMBERS - The credit union may change the terms of this agreement from time to time. Notice of any change will be given in accordance with applicable law. To the extent permitted by law, changes to the agreement may apply to your existing account balance as well as to future transactions.

Either you, your spouse or the credit union may terminate this agreement at any time, but termination by you, your spouse or the credit union will not affect your obligation to pay the account balance plus any finance and other charges you or your spouse owe under this agreement.

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.

12. 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).

13. 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 \$1.00 or more, it will be refunded upon your written request or automatically after six (6) months.

14. 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.

15. FOREIGN TRANSACTIONS -

Visa. Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is 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. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A FINANCE CHARGE of 1 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash advances and credits to your account. A FINANCE CHARGE of 0.8 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

MasterCard. Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by MasterCard. The rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account.

A fee of 0.80% will be charged on all transactions completed outside the United States where the cardholder's country code differs from the merchant's country code. In addition, a fee of 0.20% will be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded.

16. MERCHANT DISPUTES - The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

17. JOINT ACCOUNTS - If this is a joint account, each person on the account must sign the Agreement (by signing on the application). 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.

18. 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.

19. NO WAIVER - The Credit Union can delay enforcing any of its rights any number of times without losing them.

20. STATEMENTS AND NOTICES (FOR ALL MEMBERS, EXCEPT MEMBERS LOCATED IN WISCONSIN) - 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.

FOR WISCONSIN MEMBERS - Statements and notices will be mailed to you at the most recent address you have given the credit union. If you both reside at the same address, one copy of any notice required by the Wisconsin Consumer Act will be sent to both of you at that address; otherwise, separate notices will be sent to separate addresses.

21. FINAL EXPRESSION - This Agreement is the final expression of the terms and conditions of this Visa/MasterCard line of credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

22. NOTICE TO CO-SIGNER (FOR VERMONT MEMBERS ONLY) - Your signature on this note means that you are equally liable for repayment of this loan. If the borrower does not pay, the lender has a legal right to collect from you.

23. COPY RECEIVED - You acknowledge that you have received a copy of this Agreement.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL -

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE -

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

NOTICE OF NEGATIVE INFORMATION (FOR CALIFORNIA MEMBERS ONLY) -

Federal law requires us to provide the following notice to members before any "negative information" may be furnished to a nationwide consumer reporting agency. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

SPECIAL RULE FOR CREDIT CARD PURCHASES -

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. : There are two (2) limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

