



Credit Card Agreement & Disclosure Effective: April 1, 2020

(503) 227-5571 or 1-800-452-0900

www.unitusccu.com

This VISA Credit Card Agreement (Agreement) and the Account Disclosures accompanying this Agreement will govern your Classic VISA, Secured VISA, and Platinum Rewards VISA Card and account issued by Unitus Community Credit Union. In this Agreement the words "you," "your," "yours," "applicant," and "Borrowers" mean any person who signs the application for this Account, any joint obligor, guarantor, authorized user, or the person whose name is embossed on the Card. The words "we," "us," "our," and "Credit Union" mean Unitus Community Credit Union. The word "Card" means any one or more credit cards issued under this Account. If you sign an application for this Account or sign or use any Card or PIN, or allow others to use the Card or PIN, you and they will have accepted this Agreement just as if you and they signed it, and you and they, jointly and severally, will be bound by the following terms and conditions which will govern this Account.

1. Payment

You promise to pay us all amounts, plus any Interest Charges, which arise from use of the Card or Account by you or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and you received no benefit from the use. You promise to pay us either by direct payment or by automatic transfers from shares or by payroll deduction. If you request closure of your Account and return all of your Visa Credit Cards we will restrict your account and decline authorization requests for new transactions; however, you cannot disclaim or avoid responsibility for payment by requesting that we close your account.

Authorized Users/Designated Agents: If you give your Card or your Account number to another person and authorize that person to make charges against your Account, you are liable for all purchases and cash advances made by that person, even if you did not anticipate or specifically approve of the charges. If you request Unitus to provide a Card to another person as an Authorized User/Designated Agent, we will authorize charges made on the Authorized User's Card until you notify us in writing that the person is no longer authorized to make charges and we have sufficient time to act on your written notice.

2. Purchases And Cash Advances

You must sign the Card to use it. Once you have signed the Card, you can use it to buy or lease goods, services, or insurance wherever the Card is honored, up to the full amount of your Credit Line not to exceed the daily limit. You may use your Account to get cash advances from us. Upon your oral or written direction, cash advances may be made against your VISA Account and applied to any of your Credit Union Accounts or other accounts in the same manner as if the cash advances were paid to you. You may also use your Card to get a cash advance from participating financial institutions and to access your line of credit at automatic teller machines (ATM's) up to the daily limit within the VISA network or any other ATM's we designate.

3. Balance Transfers

Please allow up to 6 weeks before payments to your other accounts are made. You should continue to make all required payments until you confirm that the balance transfers were made. The Credit Union is not responsible for any merchant delays in processing transactions. Balance transfers may not be used to pay any Unitus Community Credit Union accounts. Balance transfers do not earn Unitus Reward Points.

4. Credit Line

If we approve your application, this Agreement will constitute a revolving line of credit for an amount, which will be the Credit Line under your Account. We will advise you of the amount of your Credit Line. That amount will be the maximum amount you may have outstanding at any one time. You agree not to attempt to obtain more credit than the amount of your credit line. If you temporarily exceed your credit line, you agree to pay any over-limit fees and repay the excess immediately. Obtaining such credit does not increase your Credit Line. We retain the right to increase or decrease your Credit Line at any time. Any increase or reduction in the amount of your Credit Line will be shown on your monthly statement or by separate notice together with any changes in the applicable Minimum Monthly Payments. Your eligibility for this Credit Line is determined by our loan policy and may be terminated at our sole discretion, without demand or notice. You may close your Credit Line at any time by notifying us in writing. If you terminate this Agreement or if we terminate or suspend your credit privileges, the provisions of this Agreement and your liability hereunder shall otherwise remain in full force and effect until you have paid us all sums due us under this Agreement and returned all Cards.

5. Minimum Monthly Payment

You agree that you will pay each month not less than the minimum monthly payment on or before the scheduled monthly due date. The minimum monthly payment will be 2% of your outstanding balance ("New Balance") or \$20.00, whichever is greater. If your outstanding balance is \$20.00 or less, you agree to pay the balance in full. The total minimum payment due each month is the minimum monthly payment, any amounts past due and any over-limit amounts. You may pay in full for all your purchases and cash advances each month, or you may repay in monthly installments. We can accept late payments or partial payments, or checks, drafts, or money orders marked "payment in full" without prejudice to our rights under this Agreement, which are hereby explicitly reserved. A credit posting from a merchant or reversal of fees do not constitute a minimum monthly payment. Your payments may be allocated at the Credit Union's discretion to pay off lower rate balances, such as promotional offers, before higher rate balances, such as cash advances or purchases. Payments in excess of the minimum payment will be allocated first to higher rate balances, as applicable. From time to time, we may allow you to skip your minimum monthly payment due. If you choose to skip that payment, Interest Charges will continue to accrue in accordance with this Agreement. Payments received at: Unitus Community Credit Union, P.O. Box 1937, Portland, Oregon 97207, at or before 5:00 PM Pacific Time on any business day will be credited to your Account as of that date; payments received by mail at that address after 5:00 PM Pacific Time, on a weekend or federal holiday will be posted to your Account as of the next business day. Payment crediting to your Account may be delayed up to five days if your payment is received by mail at any other address or not accompanied by the remittance portion of your Account statement.

6. Security Interest

To secure your Account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through your Account. If you default, we will have the right to recover any of these goods, which have not been paid for through application of your payments in the manner described in Section 5. Collateral securing other loans with the Credit Union, in the past and in the future, (except loans secured by real property) also secures this Account.

7. Pledge Of Shares

By signing the Application, you pledge all of your present and future shares and any earnings thereon. You understand that if you default on your VISA Account, we may apply all that is pledged to your VISA Account (IRA and Keogh accounts are excluded from the Pledge of Shares).

8. Periodic Statements

Each month we will send you a statement showing new purchases, cash advances, payments, and credits made to your Account during the billing cycle, your Previous Balance, your "Total New Balance," any Interest Charge, and any other charges. Your statement also will identify the remaining credit limit available and the Minimum Monthly Payment you must make for that billing period and the date it is due. You agree to notify us immediately if you do not receive a monthly statement. You agree to retain for statement verification copies of transaction slips resulting from each purchase, each advance, and other transactions on your Account. Unless you notify us of a billing error as described below, you accept your monthly statement as an accurate statement of your Account with us.

9. Circumstances Under Which An Interest Charge Will Be Imposed

Your Account will be subject to an interest charge, which will be calculated based upon a variable interest rate. The total outstanding balance of purchases and cash advances in the Account on the closing date of a billing cycle, including any Interest Charge will be shown on the Periodic Statement for that billing cycle as the "New Balance."

- Cash Advances. Interest will be imposed on cash advances from the date each cash advance is made. There is no grace period within which to pay to avoid interest on cash advances.
- Balance Transfers. Interest will be imposed on balance transfers from the date each balance transfer is made. There is no grace period within which to pay to avoid interest on balance transfers.
- Purchases. Interest will be imposed on the portion of purchases included in the new balance that remains unpaid after the date that payment is due. This "grace period" allows you to avoid interest on purchases for a billing cycle. However, to the extent you do not pay your purchase transactions within the grace period, interest will accrue from the first day of the billing cycle in which payment was due, and on new purchases from the date such purchases are posted to your account.

10. Method Used To Determine The Balance On Which The Interest Charge May Be Computed And Amount Of Interest Charge

We figure the Interest Charge on your Account by applying the Periodic Rate to the "Average Daily Balance" of purchases, balance transfers and cash advances for your Account (including current transactions) and multiplying the result by the number of days in the billing cycle. To get the "Average Daily Balance" we take the beginning balance of your Account each day, add any new purchases, balance transfers or cash advances, and subtract any payments or credits, unpaid Interest Charges and unpaid late charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance."

11. Periodic Rate And Corresponding Annual Percentage Rate

The Daily Periodic Rate and corresponding Annual Percentage Rate is calculated by adding or subtracting a margin to the U.S. Prime Rate published in The Wall Street Journal (Western Edition) on the third (3rd) Tuesday of March, June, September, and December of each calendar year. If the third (3rd) Tuesday is a holiday, we will use the Prime Rate published the next day. The Annual Percentage Rate may vary each quarter. If more than one Prime Rate is published, we may choose the highest rate. If The Wall Street Journal (Western edition) ceases publication or ceases to publish the Prime Rate, we reserve the right to use the Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference at our sole discretion. Any increase or decrease in a variable Annual Percentage Rate takes effect on the first day of the billing period directly following the month in which we calculate the rate. We then add a margin to the Index. The margin is based on your credit profile and other factors we deem appropriate, and will be disclosed at the time you open your Account. The total of the Index plus the margin amount added is your Annual Percentage Rate. Divide the Annual Percentage Rate by 365 to

produce your Daily Periodic Rate. The maximum Annual Percentage Rate is 18%. Any increase or decrease in the Annual Percentage Rate will affect the number and amount of monthly payments. The Daily Periodic Rate and corresponding Annual Percentage Rate will be shown on your monthly statement.

12. Conditions Under Which Other Charges May Be Imposed

We may impose fees and charges on your Account as set forth below. Fee amounts not provided below are disclosed on the Unitus Fee Schedule, available on our website at unitusccu.com. We reserve the right to assess other fees in the future. You will be notified of any new fees as required by law.

- a. Annual Fee. For Visa Cards listed on the Unitus Fee Schedule as having Annual Fees, an Annual Fee in the amount shown on the Fee Schedule may be assessed on your Visa Card on the anniversary of the Account open date. If your Visa Card's Annual Fee is not listed on the Unitus Fee Schedule, there is no Annual Fee.
- b. Late Payment Fee. If your minimum monthly payment is more than 5 days late, your Account will be assessed a late fee of \$20.00.
- c. Account Reconciliation/Research fees. If you request research of any items or documents related to your Visa Account we may charge a fee as set forth on the Unitus Fee Schedule.
- d. Returned Mail Fee. If your periodic statement is returned to Unitus from the U.S. Postal Service as undeliverable, you may be charged a fee as set forth on the Unitus Fee Schedule.
- e. Stop Payment Requests. If you ask us to stop payment on a preauthorized recurring transaction as described in Section 22 of this Agreement, you may be charged a fee as set forth on the Unitus Fee Schedule.
- f. Statement Copy. If you ask for a copy of a periodic statement that has previously been provided to you electronically or via U.S. Mail, you may be charged a fee as set forth on the Unitus Fee Schedule.
- g. ATM Fees. ATM service fees charged by Unitus are set forth on the Unitus Fee Schedule. These fees may vary from time to time. If you use an ATM that is not operated by us, the ATM operator or an ATM network utilized for such transaction may charge you an ATM surcharge. The ATM surcharge will be debited from your Account if you elect to complete the transaction.
- h. Currency Conversion. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars, and you will be charged the Visa Foreign Currency Exchange/Conversion fee as set forth on the Unitus Fee Schedule. The exchange rate between the transaction currency and the billing currency used for processing International transactions is: (i) A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable processing date, which rate may vary from the rate Visa itself receives, plus or minus any adjustment determined by Unitus, or (ii) The government-mandated rate in effect for the applicable central processing date, plus or minus any adjustment determined by Unitus.
- i. Attorney's Fees and Costs. If you default on any part of this Agreement, you agree to pay us all costs to collect your Account, including court costs and reasonable attorney fees whether or not there is a lawsuit, and fees on any appeal and fees for bankruptcy proceedings, appeals, and any post judgment collection services, if applicable. These fees and costs may be added to your Account balance and will bear interest at the Annual Percentage Rate in effect at that time.

13. Conditions of Card Use

The use of your Card and Account are subject to the following conditions:

- a. Ownership of Cards. Any Card or other credit instrument or device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.
- b. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other credit instrument or device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.
- c. Notices and Payments. All notices will be sent to your address as shown in our files. If this is a joint Account, we can send monthly statements and notices to either of you. You agree to advise us promptly if you change your mailing address. All payments should be mailed to us at the remittance address shown on your monthly statements. Payments received at that address would be credited to your Account as of the date received. Written notices and inquiries to us must be sent to:
Unitus Community Credit Union
P.O. Box 1937
Portland, OR 97207
503-227-5571 or 1-800-452-0900
- d. Personal Identification Number. If we issue you a Personal Identification Number ("PIN") for use with your Card in accessing your line of credit at automatic teller machines ("ATM's"), these numbers are issued to you for your security purposes. These numbers are confidential and should not be disclosed to third parties. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make available your PIN to anyone not authorized to sign on your Accounts. If you authorize anyone to use your PIN that authority shall continue until you provide us with express revocation of that authority. If you fail to maintain your PIN security and we sustain a loss, we may terminate all services on your Accounts immediately. To keep your Account secure, do not write your PIN on your Card or keep it in the same place as your Card.
- e. Use of Card. Your Card may not be used to make or facilitate illegal transaction(s) as determined by applicable law. Any such use will constitute an event of default under this Agreement. You agree that we will not be liable for any use by you or any authorized user(s). You further agree to indemnify and hold us harmless from any legal action, liability, damages or adverse action that results directly or indirectly from such illegal use.

14. Default

You will be in default under this Agreement if any of the following occur: (a) if your payments are not made when due; (b) you become insolvent, bankrupt, or you die; (c) you violate any part of this Agreement, or any other agreement with us; (d) your payment ability is materially impaired including but not limited to changed employment status or increased financial obligations; or (e) if we reasonably deem ourselves insecure with respect to your Account. Upon default, we may declare the entire unpaid balance immediately due and payable, and you agree to pay that amount plus any attorney's fees and costs incurred by us. We can delay enforcing any right under this Agreement without losing that right or any other right. We will notify you in writing of any such action as soon as practical if it occurs.

15. Visa Account Obligations

We are not obligated to authorize a transaction involving your Card or Account if:

- You exceeded your Credit Line limit, or your Credit Line limit would be exceeded by the transaction;
- You failed to pay an amount owed to us when due;
- You failed to follow any term or condition of this Agreement;
- You notified us or we determined your Card may be lost or stolen, or there may be unauthorized access to your account;
- We have revoked your rights under this Agreement because you are in default.

16. Governing Law

This Agreement will not take effect until it is approved by us. The laws of the State of Oregon shall govern this Agreement.

17. Severability

If any provision of this Agreement is held invalid, the remaining provisions that are severable shall remain in effect.

18. Loss, Theft Or Unauthorized Use Of Card

You agree to notify us immediately of the loss, theft or unauthorized use of your Card. Contact us at:

Unitus Community Credit Union
Attn: Contact Center
P.O. Box 1937, Portland, OR 97207
503-227-5571 or 800-452-0900
TDD 503-795-9898

You will not be liable for any losses provided you were not grossly negligent or fraudulent in handling your Card. In any event, your liability for unauthorized VISA credit card transactions shall not exceed \$50.00.

19. Business Days

Our business days are Monday through Friday, except holidays.

20. Preauthorized Recurring Electronic Transactions

If you have arranged in advance to use your credit card to make recurring electronic payment transactions out of your Account(s) for money you owe others, you may stop payment of these pre-authorized transactions from your Account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of an oral notification. If a written confirmation is required, we will disclose this requirement together with the address to which the confirmation should be sent at the time of the oral notification. If we require written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable to you for your losses or damages.

21. Acknowledgment And Amendments

We reserve the right to amend the terms of this Agreement at any time as permitted by and subject to any limitations and notice requirements of applicable law.

22. Military Lending Disclosures. The following disclosures are provided and apply to the borrower who is a Covered Member as described below.

- a. Borrower Certification of Active Duty. By requesting a Credit Card each borrower certifies to the Credit Union that borrower: (i) is a Covered member as a member of the Armed Forces who is currently serving on active duty (under a call or order not less than 30 days) Active Guard or Reserve duty; and (ii) borrower is the Covered Member or is a dependent of the Covered Member. Borrower(s) authorize the Credit Union to verify their status as a Covered Member or dependent by obtaining information from the database of the Department of Defense or from a consumer report obtained from a consumer reporting agency.
- b. Military Annual Percentage Rate. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36%. This rate must include,

as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for a credit card account); and any participation fee charged (other than certain participation fees for a credit card account).

- c. Payment Obligation. Your payment obligation under your Credit Card Account is set forth in Sec. 1 and 5 above in the Credit Card Agreement.
- d. Security Interest. The Credit Union's security interest in all your Credit Union shares or deposits pursuant to the Credit Card Agreement will not apply your Credit Card Account. A security interest in shares or deposits granted in connection with any other credit card account, loan or line of credit does not secure the Credit Card Account identified above, in spite of any provision that collateral securing one loan secures all of your other Credit Union obligations. However, if you establish a deposit or share account specifically in connection with your Credit Card Account, funds deposited in that account after you establish the Credit Card Account are subject to our security interest as set forth above in the Credit Card Agreement.
- e. Credit Union Toll-Free Telephone Number – 800-452-0900. Call this number for verbal information about the Military Annual Percentage Rate and your payment obligation.

Your Credit Card 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: Unitus Community Credit Union, Attn: Contact Center P.O. Box 1937, Portland, OR 97207.

. 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.

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 above address. 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.

Revised 04/01/2020