



invested in you

Credit Card Agreement & Disclosure Effective: August 1, 2008

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

www.unitusccu.com

This Agreement covers the Classic Visa, Secured Visa, and the Platinum Visa Rewards Credit Accounts issued by Unitus Community Credit Union ("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 FINANCE 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.

Warning for Classic Visa accounts: If you authorize another person to use your Classic Visa account by providing them with a Card and your PIN number, that person will be able to access all of your Unitus lines of credit and deposit accounts (i.e. checking, savings, etc.). By authorizing persons who are not joint owners on your Unitus accounts to use your Classic Visa card, you authorize them to conduct transactions on all of your Credit Union accounts. Please refer to the Member and Account Agreement and Electronic Funds Transfer Agreement and Disclosure for additional information on powers of authorized users/designated agents and electronic funds transfers using the Classic Visa card to access your Unitus deposit accounts.

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. 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 (Platinum Rewards Visa) or 1% Cash Back (Classic Visa).

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. However, if you temporarily exceed your Credit Line, you agree to repay the excess immediately, even if we have not yet billed you. Obtaining such credit does not increase your Credit Line. You agree to pay any over limit fees if you exceed 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. Minimum Monthly Payments include all amounts past due, late charges, over limit charges, any balance over the limit, and the minimum regular payment.

Your minimum monthly payment will be:

- The Total New Balance shown on your monthly statement, if less than \$10.00; or
- The greater of \$10.00 or 3% of the Total New Balance shown on your monthly statement, plus any prior monthly payment(s) which remain unpaid on the Classic Visa Card, Secured Visa Card or Platinum Rewards Visa Card.

However, if your minimum monthly payment is not enough to pay the finance charge accrued during any one billing period, we will increase your minimum monthly payment to match the accrued finance charge.

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, and money orders marked "payment in full," without prejudice to our rights under this Agreement, which are hereby explicitly reserved. Payments will be applied first to unpaid amounts previously billed in the following order:

1. Late Charges
2. Promotional Balance interest
3. Cash Advance interest
4. Purchase interest
5. Fees
6. Promotional Balance principal
7. Cash Advance principal
8. Purchase principal

Additional payment amounts will be applied toward unpaid amounts from your current monthly statement, in the same order as listed above.

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 finance 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 A Finance Charge Will Be Imposed

Your Account will be subject to a finance 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 finance charge will be shown on the Periodic Statement for that billing cycle as the "New Balance."

- a. Cash Advances. A finance charge 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 a periodic finance charge on cash advances.
- b. Purchases. A finance charge will be imposed on purchases included in the new balance when the entire new balance is not paid in full within 25 days after the monthly statement date. This schedule applies even if the 25th day after the monthly statement date is a non-business day (a weekend day, holiday, or any other day in which we are not open.) This grace period allows you to avoid a finance charge on purchases for a billing cycle. If you do not pay within the grace period, your finance charge will accrue from the date of purchase.

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

We figure the finance charge on your Account by applying the Periodic Rate to the "Average Daily Balance" of purchases 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 or cash advances, and subtract any payments or credits, unpaid finance 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 Classic Visa and Secured Visa Cards have a minimum **ANNUAL PERCENTAGE RATE** of 9.50% and a maximum of 21%. The Platinum Rewards Card has a minimum **ANNUAL PERCENTAGE RATE** of 7.99% and a maximum of 29%. 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 10 days late, your Account will be assessed a late fee as set forth on the Unitus Fee Schedule.
- c. Credit Over-limit Charge. If your Account balance is above your Credit Line approved as of your monthly statement date, we may charge you a fee as set forth on the Unitus Fee Schedule for each month that you exceed your Credit Line.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.

1. 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) any Minimum Monthly Payment is not made in full 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

You understand and agree to the terms and conditions in this Agreement and the Fair Credit Billing Notice. You acknowledge that you have received a copy of this Agreement and Disclosure and the Fair Credit Billing Notice. We have the right to change any terms or conditions of this Agreement at any time, subject to applicable laws. If we change the periodic rate, and subsequent purchases or advances are made under this Agreement, the entire balance will be subject to the new rate.

22. Fair Credit Billing Errors Notice

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 to us at the address listed above. 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:

- a. Your name and Account number.
- b. The dollar amount of the suspected error.
- c. Describe the error and explain 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 Account bill automatically from your share or share draft, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three 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 charge related to any questioned amount. If we did not 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 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. In addition, we must tell you the name of anyone to whom we reported you. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

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 limitations on this right:

- a. 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
- b. The purchase price must have been more than \$50.00.

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