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# CREDIT LINE ACCOUNT AGREEMENT AND DISCLOSURE

THIS IS YOUR CREDIT LINE ACCOUNT AGREEMENT AND IT INCLUDES NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, VISA CRIMSON, VISA CRIMSON (INTRODUCTORY RATE), VISA CRIMSON REWARDS, VISA CRIMSON REWARDS (INTRODUCTORY RATE), VISA STUDENT REWARDS, VISA STUDENT REWARDS (INTRODUCTORY RATE), VISA SECURED AND VISA SECURED (INTRODUCTORY RATE) AGREEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR VISA CRIMSON, VISA CRIMSON (INTRODUCTORY RATE), VISA CRIMSON REWARDS, VISA CRIMSON REWARDS (INTRODUCTORY RATE), VISA STUDENT REWARDS, VISA STUDENT REWARDS (INTRODUCTORY RATE), VISA SECURED AND VISA SECURED (INTRODUCTORY RATE) CREDIT CARDS, AND/OR ANY OTHER ACCOUNT ACCESS DEVICE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

## Interest Rate and Interest Charges

### Annual Percentage Rate (APR) For Purchases

VISA Crimson: \_\_\_\_\_ %  
 This APR will vary with the market based on the Prime Rate.

VISA Crimson (Introductory Rate): \_\_\_\_\_ % introductory APR for \_\_\_\_ months.  
 After that, Your APR will be \_\_\_\_\_ % and will vary with the market based on the Prime Rate.

VISA Crimson Rewards: \_\_\_\_\_ %  
 This APR will vary with the market based on the Prime Rate.

VISA Crimson Rewards (Introductory Rate): \_\_\_\_\_ % introductory APR for \_\_\_\_ months.  
 After that, Your APR will be \_\_\_\_\_ % and will vary with the market based on the Prime Rate.

VISA Student Rewards: \_\_\_\_\_ %  
 This APR will vary with the market based on the Prime Rate.

VISA Student Rewards (Introductory Rate): \_\_\_\_\_ % introductory APR for \_\_\_\_ months.  
 After that, Your APR will be \_\_\_\_\_ % and will vary with the market based on the Prime Rate.

VISA Secured: \_\_\_\_\_ %

VISA Secured (Introductory Rate): \_\_\_\_\_ % introductory APR for \_\_\_\_ months.  
 After that, Your APR will be \_\_\_\_\_ %

### Annual Percentage Rate (APR) For Balance Transfers

VISA Crimson: \_\_\_\_\_ %  
 This APR will vary with the market based on the Prime Rate.

VISA Crimson (Introductory Rate): \_\_\_\_\_ % introductory APR for \_\_\_\_ months.  
 After that, Your APR will be \_\_\_\_\_ % and will vary with the market based on the Prime Rate.

VISA Crimson Rewards: \_\_\_\_\_ %  
 This APR will vary with the market based on the Prime Rate.

VISA Crimson Rewards (Introductory Rate): \_\_\_\_\_ % introductory APR for \_\_\_\_ months.  
 After that, Your APR will be \_\_\_\_\_ % and will vary with the market based on the Prime Rate.

VISA Student Rewards: \_\_\_\_\_ %  
 This APR will vary with the market based on the Prime Rate.

VISA Student Rewards (Introductory Rate): \_\_\_\_\_ % introductory APR for \_\_\_\_ months.  
 After that, Your APR will be \_\_\_\_\_ % and will vary with the market based on the Prime Rate.

VISA Secured: \_\_\_\_\_ %

VISA Secured (Introductory Rate): \_\_\_\_\_ % introductory APR for \_\_\_\_ months.  
 After that, Your APR will be \_\_\_\_\_ %

SEE PAGE 2 for more important information about Your Account

## Interest Rate and Interest Charges (continued)

|  |  |
|--|--|
| <p><b>Annual Percentage Rate (APR) For Cash Advances</b></p>                     | <p>VISA Crimson: _____%<br/>This APR will vary with the market based on the Prime Rate.</p> <p>VISA Crimson (Introductory Rate): _____% introductory APR for ____ months.<br/>After that, Your APR will be _____% and will vary with the market based on the Prime Rate.</p> <p>VISA Crimson Rewards: _____%<br/>This APR will vary with the market based on the Prime Rate.</p> <p>VISA Crimson Rewards (Introductory Rate): _____% introductory APR for ____ months.<br/>After that, Your APR will be _____% and will vary with the market based on the Prime Rate.</p> <p>VISA Student Rewards: _____%<br/>This APR will vary with the market based on the Prime Rate.</p> <p>VISA Student Rewards (Introductory Rate): _____% introductory APR for ____ months.<br/>After that, Your APR will be _____% and will vary with the market based on the Prime Rate.</p> <p>VISA Secured: _____%</p> <p>VISA Secured (Introductory Rate): _____% introductory APR for ____ months.<br/>After that, Your APR will be _____%</p> <p>Overdraft Line of Credit: _____%</p> |
| <p><b>Paying Interest</b></p>  | <p>For VISA, We will not charge You interest on purchases if You pay Your entire balance owed each month within 25 days of Your statement closing date.</p> <p>For all Feature Categories, We will begin charging interest on cash advances and balance transfers on the transaction date.</p>   |
| <p><b>For Credit Card Tips from the Consumer Financial Protection Bureau</b></p> | <p><b>To learn more about factors to consider when applying for or using a Credit Card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b></p>  |

## Fees

|  |   |
|--|---|
| <p><b>Transaction Fees</b></p> <ul style="list-style-type: none"> <li>Cash Advance</li> <li>Foreign Transaction</li> </ul>                         | <p>For VISA, <b>1.50%</b> of each cash advance.</p> <p>For VISA, <b>1.00%</b> of each foreign currency transaction in U.S. Dollars.</p> <p>For VISA, <b>1.00%</b> of each U.S. Dollar transaction that occurs in a foreign country.</p> |
| <p><b>Penalty Fees</b></p> <ul style="list-style-type: none"> <li>Late Payment</li> <li>Over-The-Credit Limit</li> <li>Returned Payment</li> </ul> | <p>Up to <b>\$25.00</b></p> <p>For Overdraft Line of Credit, <b>\$10.00</b></p> <p>For VISA, up to <b>\$10.00</b></p> <p>For Overdraft Line of Credit, <b>\$10.00</b></p>   |

**How We Will Calculate Your Balance:** For Overdraft Line of Credit, We use a method called "daily balance." For VISA, We use a method called "average daily balance (including new purchases)." See Your Account Agreement for details.

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

SEE PAGE 1 for more important information about Your Account

**DEFINITIONS.** In this Agreement, the reference to "We," "Us," "Our," and "Credit Union" mean CANYON VIEW FEDERAL CREDIT UNION Doing Business As CANYON VIEW CREDIT UNION. The words "You" and "Your" mean each person accepting this Agreement. If this is a joint Account, read singular pronouns in the plural. The words "Card" and "Credit Card" mean any VISA Crimson, VISA Crimson (Introductory Rate), VISA Crimson Rewards, VISA Crimson Rewards (Introductory Rate), VISA Student Rewards, VISA Student Rewards (Introductory Rate), VISA Secured or VISA Secured (Introductory Rate) Credit Card issued to You by Us and any duplicates or renewals. "Convenience Checks" mean the special Account access devices that We may provide for Your use from time to time.

You, as the Borrower, under a Credit Line Account ("Account"), understand that the following Federal Disclosure Statement and the terms and conditions found herein constitute Our Agreement with You. You may request advances on Your Account through a variety of means which could include (but may not be limited to) telephonic requests, advance request forms, vouchers, checks, charge slips, Convenience Checks, debit cards, ATM cards, Credit Cards, wire transfers, direct transfers and/or wire transfers to specific payees identified by You, direct transfers to Your share/share draft or other Credit Union account and the like. Regardless of the means by which any advance is made, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

**FEATURE CATEGORIES.** Your Account has Feature Categories which may include Overdraft Line of Credit, VISA Crimson, VISA Crimson (Introductory Rate), VISA Crimson Rewards, VISA Crimson Rewards (Introductory Rate), VISA Student Rewards, VISA Student Rewards (Introductory Rate), VISA Secured or VISA Secured (Introductory Rate).

| Feature Categories                       | Variable Rate |         | Daily Periodic Rate | ANNUAL PERCENTAGE RATE |
|--|---------------|---------|---------------------|------------------------|
|  | Index         | Margin  |                     |                        |
| VISA Crimson                             | _____ %       | _____ % | _____ %             | _____ %                |
| VISA Crimson (Introductory Rate)         | _____ %       | _____ % | _____ %             | _____ %                |
| VISA Crimson Rewards                     | _____ %       | _____ % | _____ %             | _____ %                |
| VISA Crimson Rewards (Introductory Rate) | _____ %       | _____ % | _____ %             | _____ %                |
| VISA Student Rewards                     | _____ %       | _____ % | _____ %             | _____ %                |
| VISA Student Rewards (Introductory Rate) | _____ %       | _____ % | _____ %             | _____ %                |
| VISA Secured                             |               |         | _____ %             | _____ %                |
| VISA Secured (Introductory Rate)         |               |         | _____ %             | _____ %                |
| Overdraft Line of Credit                 |               |         | _____ %             | _____ %                |

**ADVANCES.** Whenever You request a transaction, We may require You to prove Your identity. Advances made on Your Account will be processed according to the instructions You give Us (such as by wire transfer, direct transfer to Your Credit Union account or by other such means) and You authorize Us to do this, or We may draw a draft or check made payable to You and mail it to You. When the amount advanced appears on a subsequent statement, that will be conclusive evidence of Your advance request unless You notify Us that You disagree with any such item appearing on Your periodic statement according to the provision of this Agreement titled "Your Billing Rights: Keep this Document for Future Use." You understand that whether or not any specific secured advance request is approved may be determined by how much equity You have or will have in the shares and/or certificates offered as security.

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

You acknowledge that You own any shares and/or certificates pledged as security and that there are no other liens against them other than Ours. You agree to perform all acts which are necessary to make Our security interest in the shares and/or certificates being pledged enforceable.

For advances under any certificate secured Feature Category, all certificates which are pledged as Collateral must be renewed until Your outstanding Account balance is paid in full and Your right to future advances under such Feature Category has been terminated. Failure to renew any certificates securing any advance will cause Your entire outstanding Account balance to become immediately due and payable.

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

**CONSENSUAL LIEN ON SHARES.** If You have been issued a Credit Card, debit card or ATM card, You grant and consent to a lien on Your shares with Us (except for IRA and Keogh accounts) and any dividends due or to become due to You from Us to the extent You owe on any unpaid Credit Card balance and/or Overdraft Line of Credit balance created through the use of Your debit card or ATM card.

**ACCOUNT RESTRICTIONS.** In order to receive and maintain a VISA Secured or VISA Secured (Introductory Rate) Feature Category, You agree to give Us a specific pledge of shares which will be equal to 110% of Your Credit Limit. In the event that You default on Your VISA Secured or VISA Secured (Introductory Rate) Feature Category, We may apply these shares toward the repayment of any amount owed on such Feature Category. You may cancel Your VISA Secured or VISA Secured (Introductory Rate) Feature Category at any time by paying any amounts owed on that Feature Category. To be certain that Your entire balance and all advances are paid, any shares pledged may not be available to You for 30 days after You have cancelled and any outstanding balance is paid in full.

**LINE OF CREDIT LIMITS.** You will be notified of each specific Credit Limit for each Feature Category for which You are approved. Unless You are in default, any Credit Limits established for You will generally be self-replenishing as You make payments.

You will keep Your unpaid balance within Your Credit Limit set by Us, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advances which caused You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

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

**MINIMUM MONTHLY PAYMENTS (PAYMENT SCHEDULE).** Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay at any time without penalty. You also understand that You will only be charged periodic Finance Charges to the date You repay Your entire balance. You may make larger payments without penalty. Any partial payment or prepayment will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States. We may apply each payment to whichever Feature Category We wish. For Overdraft Line of Credit, payments will be applied first to any Late Charges owing, then to the Finance Charge due, then to the outstanding principal balance. As permitted by law, We may apply VISA payments in an order of Our choosing.

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

Minimum payments for each Feature Category will be an amount equal to 2.50% of Your then unpaid balance owed on such Feature Category, subject to the lesser of \$10.00 or Your balance.

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

**LATE CHARGE (OVERDRAFT LINE OF CREDIT).** If Your payment is more than 10 days late, You will be charged the greater of \$10.00 or 5.00% of the payment due, subject to a \$25.00 maximum.

**OTHER FEES AND CHARGES (OVERDRAFT LINE OF CREDIT).** You will be charged the following fees associated with the use of Your Account: (a) \$10.00 for any check (or other negotiable instrument used for payment) which is returned unpaid; and (b) \$10.00 for each billing cycle during which You exceed Your Credit Limit.

**FINANCE CHARGES (OVERDRAFT LINE OF CREDIT).** A Finance Charge will be assessed on any unpaid principal balance of Your Account for the period such balance is outstanding. Balances change each time advances are made, payments are made or credits given. The Finance Charge begins to accrue on the date of each advance and there is no grace period.

**HOW TO DETERMINE THE FINANCE CHARGE (OVERDRAFT LINE OF CREDIT).** For Overdraft Line of Credit, the Finance Charge is determined by multiplying Your unpaid balance at the close of each day in the billing cycle being accounted for by the applicable Daily Periodic Rate. The unpaid balance is the balance each day after payments, credits, and unpaid Finance Charges to that balance have been subtracted and any new advances, insurance premiums or other charges have been added to Your unpaid balance. These daily Finance Charges are then added together and the sum is the amount of the Finance Charge owed for the billing cycle being accounted for. The total Finance Charge You owe on Your Account for each billing cycle is the sum of all the Finance Charges due for all applicable Feature Categories.

**VISA FINANCE CHARGES.** In the case of any transactions under Your VISA Crimson, VISA Crimson (Introductory Rate), VISA Crimson Rewards, VISA Crimson Rewards (Introductory Rate), VISA Student Rewards, VISA Student Rewards (Introductory Rate), VISA Secured or VISA Secured (Introductory Rate) Feature Categories, the balances subject to the periodic Finance Charge are the average daily transactions balances outstanding during the month (including new transactions). To get the average daily balance, We take the beginning balance each day, add any new purchases, balance transfers, cash advances, insurance premiums, debit adjustments or other charges and subtract any payments, credits and unpaid Finance Charges. This gives Us the daily balance. Then, We add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for a billing cycle is computed by multiplying the average daily balance subject to a Finance Charge by the Daily Periodic Rate times the number of days in the billing cycle.

You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month within 25 days of Your statement closing date. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to Your Account, will be subject to a Finance Charge. Balance transfers and cash advances are always subject to a Finance Charge from the later of the date they are posted to Your Account or from the first day of the billing cycle in which the transaction is posted to Your Account.

For VISA Crimson (Introductory Rate), during the \_\_\_\_-month period immediately following the date that Your Account is established, purchase, balance transfer, and cash advance transactions will accrue finance charges at an introductory Daily Periodic Rate of \_\_\_\_\_% (corresponding to an **ANNUAL PERCENTAGE RATE** of \_\_\_\_\_%). Upon the expiration of the introductory rate period, the entire balance of purchases, balance transfers, and cash advances existing at that time and in the future will accrue finance charges at the non-introductory variable rate described elsewhere in this Agreement.

For VISA Crimson Rewards (Introductory Rate), during the \_\_\_\_-month period immediately following the date that Your Account is established, purchase, balance transfer, and cash advance transactions will accrue finance charges at an introductory Daily Periodic Rate of \_\_\_\_\_% (corresponding to an **ANNUAL PERCENTAGE RATE** of \_\_\_\_\_%). Upon the expiration of the introductory rate period, the entire balance of purchases, balance transfers, and cash advances existing at that time and in the future will accrue finance charges at the non-introductory variable rate described elsewhere in this Agreement.

For VISA Student Rewards (Introductory Rate), during the \_\_\_\_-month period immediately following the date that Your Account is established, purchase, balance transfer, and cash advance transactions will accrue finance charges at an introductory Daily Periodic Rate of \_\_\_\_\_% (corresponding to an **ANNUAL PERCENTAGE RATE** of \_\_\_\_\_%). Upon the expiration of the introductory rate period, the entire balance of purchases, balance transfers, and cash advances

existing at that time and in the future will accrue finance charges at the non-introductory variable rate described elsewhere in this Agreement.

For VISA Secured (Introductory Rate), during the \_\_\_\_-month period immediately following the date that Your Account is established, purchase, balance transfer, and cash advance transactions will accrue finance charges at an introductory Daily Periodic Rate of \_\_\_\_\_% (corresponding to an **ANNUAL PERCENTAGE RATE** of \_\_\_\_\_%). Upon the expiration of the introductory rate period, the entire balance of purchases, balance transfers, and cash advances existing at that time and in the future will accrue finance charges at the non-introductory variable rate described elsewhere in this Agreement.

**VISA VARIABLE RATE.** For VISA Crimson, VISA Crimson Rewards, and VISA Student Rewards, all advances are subject to a variable rate that is based on an index. The index is the highest Prime Rate as published in the Money Rates section of The Wall Street Journal in effect on the last day of each calendar month ("Index"). To calculate Your interest rate, we add a margin to the index (described elsewhere in this Agreement). The Index plus the Margin equals the Interest Rate. Increases or decreases in the Interest Rate will cause like increases or decreases in the Finance Charge on the 1st day of each calendar month that immediately follows a change in the Index ("Change Date"). Changes in the Interest Rate will affect the number of Your regularly scheduled payments. Your **ANNUAL PERCENTAGE RATE** will never be greater than 18.00% and will apply to Your remaining principal balance.

For VISA Crimson (Introductory Rate), VISA Crimson Rewards (Introductory Rate), and VISA Student Rewards (Introductory Rate), following the expiration of the Introductory Rate period, all advances are subject to a variable rate that is based on an index. The index is the highest Prime Rate as published in the Money Rates section of The Wall Street Journal in effect on the day the Introductory Rate period expires, and subsequently, on the last day of each calendar month ("Index"). To calculate Your interest rate, we add a margin to the index (described elsewhere in this Agreement). The Index plus the Margin equals the Interest Rate. Increases or decreases in the Interest Rate will cause like increases or decreases in the Finance Charge on the day the Introductory Rate period expires, and subsequently, on the 1st day of each calendar month that immediately follows a change in the Index ("Change Date"). Changes in the Interest Rate will affect the number of Your regularly scheduled payments. Your **ANNUAL PERCENTAGE RATE** will never be greater than 18.00% and will apply to Your remaining principal balance.

**OVERDRAFTS.** We may transfer funds in the amount necessary (or in such increments as We may from time to time determine) to Your share draft account by an advance on Your Overdraft Line of Credit Feature Category, subject to this provision, to clear any overdraft on Your share draft account. Whether or not such transfers occur will be controlled by this Agreement. In any event, You hold Us harmless for any and all liability which might otherwise arise if the transfer does not occur. Overdraft protection automatically ceases if this Agreement is ever cancelled or terminated or Your Account is in default.

**PERIODIC STATEMENTS.** On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each month in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. EACH STATEMENT IS DEEMED TO BE A CORRECT STATEMENT OF ACCOUNT UNLESS YOU ESTABLISH A BILLING ERROR PURSUANT TO THE FEDERAL TRUTH-IN-LENDING ACT.

**OUR RESPONSIBILITIES TO HONOR CONVENIENCE CHECKS.** We are under no obligation to honor Your Convenience Checks if: (1) by paying a Convenience Check, You would exceed Your Credit Limit; (2) Your Cards or Convenience Checks have been reported lost or stolen; (3) Your Account has been cancelled or has expired. If a postdated Convenience Check is paid and, as a result, any other Convenience Check is returned unpaid, We are not responsible for any resulting loss or liability.

**DEFAULT.** You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any insolvency, receivership or custodial proceeding brought by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (d) A judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

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

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

**ENFORCEMENT.** We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly if You move or otherwise have a change of address.

**CHANGE IN TERMS.** We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-In-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

**CREDIT INSURANCE.** Credit insurance is not required for any extension of credit under this Agreement. However, You may purchase any credit insurance available through Us and have the premiums added to Your outstanding balance. If You elect to do so, You will be given the necessary disclosures and documents separately.

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

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

**UPDATING AND DISCLOSING FINANCIAL INFORMATION.** You will provide facts to update information contained in Your original Account application or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, a prospective employer or insurer, or a state or federal licensing agency having any apparent legitimate business need for such information.

**TERMINATION.** Either You or We may cancel Your Account or any particular Feature Category of Your Account, at any time, whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of Your Account.

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

**TERMS APPLICABLE TO YOUR VISA CRIMSON, VISA CRIMSON (INTRODUCTORY RATE), VISA CRIMSON REWARDS, VISA CRIMSON REWARDS (INTRODUCTORY RATE), VISA STUDENT REWARDS, VISA STUDENT REWARDS (INTRODUCTORY RATE), VISA SECURED AND VISA SECURED (INTRODUCTORY RATE) CREDIT CARDS**

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

**OWNERSHIP.** Your Card remains Our property and may be cancelled by Us at any time without notice. You agree to surrender Your Card and to discontinue its use immediately upon Our request.

**ISSUANCE OF A PERSONAL IDENTIFICATION NUMBER.** For Cards involved in the instant-issue process, We will issue, upon Your request, a Personal Identification Number (PIN) for use with participating Automated Teller Machines (ATMs). This PIN is confidential and should not be disclosed to anyone.

For Cards not involved in the instant-issue process, We will issue, automatically, a Personal Identification Number (PIN) for use with participating Automated Teller Machines (ATMs). This PIN is confidential and should not be disclosed to anyone.

You may use Your PIN to access Your Account and all sums advanced will be added to Your Account balance. In the event a use of Your PIN constitutes an Electronic

Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may also affect Your rights.

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

**"ROUND UP" PROGRAM.** If You have elected to participate in the "Round Up" program using Your VISA Credit Card, You must: (i) register Your Credit Card in this program; (ii) You must open and maintain a checking account that participates in the "Round Up" program; and (iii) You must select a savings account that the "Round Up" transfer amounts will be deposited into. The actual amount of each Credit Card transaction will post to Your Credit Card balance. The total "Round Up" portion of the Credit Card transaction(s) for that day will be transferred from Your checking account to Your savings account.

For example, a single VISA Credit Card transaction of \$25.17 would result in \$0.83 being transferred from Your checking account to the savings account that You have selected for this purpose (\$26.00 minus \$25.17 = \$0.83), whereas a subsequent VISA Credit Card transaction that same day of \$26.01 would result in an additional \$0.99 being transferred from Your checking account to the savings account, that You have selected for this purpose (\$27.00 minus \$26.01 = \$0.99). These transactions would then be recorded as follows: (i) the first transaction of \$25.17; (ii) the subsequent transaction of \$26.01; and (iii) the aggregate sum of \$1.82 (\$0.83 + \$0.99 = \$1.82). If the "Round Up" amount(s) will result in a checking account balance below \$10.00, no transfer will occur.

**UNAUTHORIZED USE.** You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us of the loss, theft, or possible unauthorized use by calling Us at (801) 481-8800 or by writing to Us at P.O. Box 58025, Salt Lake City, UT 84158. In any case, Your liability will not exceed \$50.00.

**REFUSAL TO HONOR CARDS OR CONVENIENCE CHECKS.** We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Cards or Convenience Checks, or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of the Cards or Convenience Checks.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. For transactions that are initiated in a foreign currency, You will be charged 1.00% of the final settlement amount. For transactions occurring in foreign countries and initiated in U.S. Dollars, You will be charged 1.00% of the final settlement amount. Transactions initiated via the internet with merchants or other parties located outside of the United States of America are deemed to occur in the foreign country where the merchant or other party is located.

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

**LATE CHARGE.** If Your payment is more than 10 days late, You will be charged the lesser of: (a) the amount of the minimum payment due; or (b) the greater of \$10.00 or 5.00% of the payment due, subject to a \$25.00 maximum.

**OTHER FEES AND CHARGES.** You will be charged the following fees associated with the use of Your Card: (a) the lesser of \$10.00 or the required minimum payment amount for the returned payment for any check (or other negotiable instrument used for payment) which is returned unpaid; (b) a cash advance fee FINANCE CHARGE equal to 1.50% of each such advance You obtain; (c) \$5.00 for each replacement Card You request; (d) \$8.00 for each merchant sales slip copy that You request; (e) \$20.00 per hour each time You request that We perform research on Your Account; (f) \$4.95 each time You request Our assistance via on-line to pay Your payment from an account at another financial institution; (g) \$10.00 each time You request Our assistance via telephone to pay Your payment from an account at another financial institution; (h) \$2.00 for each statement copy (whose original origination date, as of the date requested, precedes that of the prior calendar quarter) that You request; and (i) an expedited delivery charge equal to the actual cost of delivery.

**LOST CARDS OR CONVENIENCE CHECKS.** To report lost or stolen Credit Cards or Convenience Checks, You will immediately call Us at (801) 481-8800 or write to Us at P.O. Box 58025, Salt Lake City, UT 84158.

**CREDITS.** If a merchant who honors Your Card gives You credit for returns or adjustments, they will do so by sending Us a slip which will be posted to Your Account. If Your credits and payments exceed what You owe Us, We will hold and

apply this credit against future purchases and cash advances, or if it is \$1.00 or more refund it on Your written request or automatically deposit it to Your Share Account after 6 months.

### **Your Billing Rights: Keep this Document for Future Use**

**This notice tells You about Your rights and Our responsibilities under the Fair Credit Billing Act.**

#### **What To Do If You Find A Mistake On Your Statement**

If You think there is an error on Your statement, write to Us at Our address shown in this Agreement. In Your letter, give Us the following information:

- **Account information:** Your name and Account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If You think there is an error on Your bill, describe what You believe is wrong and why You believe it is a mistake.

You must contact Us:

- Within 60 days after the error appeared on Your statement.
- At least 3 business days before an automated payment is scheduled, if You want to stop payment on the amount You think is wrong.

You must notify Us of any potential errors in writing. You may call Us, but if You do We are not required to investigate any potential errors and You may have to pay the amount in question.

#### **What Will Happen After We Receive Your Letter**

**When We receive Your letter, We must do two things:**

- 1) Within 30 days of receiving Your letter, We must tell You that We received Your letter. We will also tell You if We have already corrected the error.
- 2) Within 90 days of receiving Your letter, We must either correct the error or explain to You why We believe the bill is correct.

**While We investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report You as delinquent on that amount.
- The charge in question may remain on Your statement, and We may continue to charge You interest on that amount.

- While You do not have to pay the amount in question, You are responsible for the remainder of Your balance.
- We can apply any unpaid amount against Your Credit Limit.

**After We finish Our investigation, one of two things will happen:**

- **If We made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If We do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send You a statement of the amount You owe and the date payment is due. We may then report You as delinquent if You do not pay the amount We think You owe.

If You receive Our explanation but still believe Your bill is wrong, You must write to Us within 10 days telling Us that You still refuse to pay. If You do so, We cannot report You as delinquent without also reporting that You are questioning Your bill. We must tell You the name of anyone to whom we reported You as delinquent, and We must let those organizations know when the matter has been settled between Us. If We do not follow all of the rules above, You do not have to pay the first \$50.00 of the amount You question even if Your bill is correct.

#### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If You are dissatisfied with the goods or services that You have purchased with Your Credit Card, and You have tried in good faith to correct the problem with the merchant, You may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- 1) The purchase must have been made in Your home state or within 100 miles of Your current mailing address, and the purchase price must have been more than \$50.00 (Note: Neither of these are necessary if Your purchase was based on an advertisement We mailed to You, or if We own the company that sold You the goods or services.)
- 2) You must have used Your Credit Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses Your Credit Card account do not qualify.
- 3) You must not yet have fully paid for the purchase.

If all of the criteria above are met and You are still dissatisfied with the purchase, contact Us in writing at P.O. Box 58025, Salt Lake City, UT 84158.

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.