

## Consolidated Community Credit Union

### Visa Credit Card Agreement

1. **Introduction:** This Agreement covers your Visa Signature Rewards Credit Card, Visa Classic Credit Card or the Visa Clear Credit Card issued through the Consolidated Community Credit Union (CCCU), an assumed business name of Consolidated Federal Credit Union. In this Agreement the words you, your, yours, applicant, and borrower mean any person who signs the application for this Credit Line, any joint obligor, guarantor, authorized user, or the person whose name is embossed on the Card. The words we, us, our, and Lender mean the CCCU. The word Card means any one or more credit cards issued under this Credit Line. If you sign an application for this Credit Line or sign or use the Card, or allow others to use the Card, 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 that will govern this Credit Line.
2. **You Promise to Pay:** You promise to pay us in United States Dollars, by cash, check, draft, or money order as provided by this Agreement, all such amounts, plus any **FINANCE CHARGES**, which arise from use of the Card 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.
3. **Credit Limit:** If your application is approved by us, this Agreement will constitute a revolving line of credit for an amount that will be your Credit Limit under this Agreement. For the Visa Signature Rewards Cards, the minimum credit limit is \$5,000 and the maximum credit limit is \$50,000. For the Visa Classic Cards, the minimum credit limit is \$500 and the maximum credit limit is \$25,000. For the Visa Clear Cards, the minimum credit limit is \$500 and the maximum credit limit is \$50,000. We will advise you of your Credit Limit, which 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 Limit. However, if you temporarily exceed your Credit Limit, you agree to repay the excess immediately, even if we have not yet billed you. Obtaining such credit does not increase your Credit Limit. We retain the right to increase or decrease your Credit Limit at any time for any reason. Any increase or reduction of your Credit Limit will be shown on your monthly statement or by separate notice, together with any changes in the applicable MINIMUM MONTHLY PAYMENTS.
4. **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, but Cash Advances will not exceed 50% of your Credit Line. You may use your card to get a Cash Advance from participating financial institutions. Upon your direction, oral or written 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 Advance were paid to you. Deposit of the Cash Advance to any of your Credit Union accounts obligates you to cover any overdraft activity of your share draft account. You may not use the card for any illegal or unlawful transactions. We may decline to authorize any transaction that we believe may be illegal or unlawful or might be uncollectible for any reason.
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, and the minimum payment. The minimum payment will be the greater of \$25 or 3% of your new balance plus any amount that exceeds your credit limit or is past due. If your outstanding balance is \$25 or less, you agree to pay the balance in full. 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 any accrued FINANCE CHARGES and the remainder, if any, to the principal balance.
6. **Receipt of Payments:** All payments should be mailed to us at the remittance address shown on your monthly statements. Payments received at that address will be credited to your Credit Line as of the date received. Payments can be made over the phone from a checking or savings account as well as with a debit card. Any payment made over the phone will be subject to a processing fee as outlined below in section 13 h & i of this disclosure.
7. **Eligibility:** 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 and returning all Cards cut in half. 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.
8. **Monthly Statements:** Each month we will send you a statement showing purchases, cash advances, payments, and credits made to your Credit Line account during the billing cycle, as well as your New Balance, any **FINANCE CHARGE**, and any late charge or other charges. Your statement also will identify the MINIMUM MONTHLY PAYMENT you must make for that billing period and the date it is due.
9. **Circumstances Under Which a FINANCE CHARGE Will Be Imposed:** The total outstanding balance of purchases and cash advances in the account on the closing date of any 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 of the cash advance transaction. There is no time period within which to pay to avoid a periodic **FINANCE CHARGE** on cash advances.
  - b. **Purchases:** Your due date will be at least 23 days after the closing date. A **FINANCE CHARGE** will be imposed on the unpaid portion of purchases included in the new balance when the entire new balance is not paid in full by the due date shown on the statement. This "grace period" allows you to avoid a **FINANCE CHARGE** on purchases for a billing cycle (if there is no unpaid purchase balance from the prior cycle). If you do not pay within the grace period, your **FINANCE CHARGE** will accrue from the first day of the billing cycle in which payment is due, and will accrue on new purchases from the date of purchase.
10. **Method Used to Determine the Balance on Which the FINANCE CHARGE May be Computed:** We figure the periodic **FINANCE CHARGE** on your Account by applying the Periodic Rate to the "Average Daily Balance" of new and previous unpaid purchases and cash advances for your Account. To get the "Average Daily Balance" we take the beginning purchase and cash advance balances of your Account each day, add any new purchases and cash advances, insurance premiums and adjustments or charges and subtract any payments or credits, unpaid **FINANCE CHARGES** and unpaid late charges, and the amount that is subject to the grace period. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide by the number of days in the billing cycle. This gives us the Average Daily Balance for purchases and for cash advances.
11. **Method of Determining the Amount of FINANCE CHARGE:** Any **FINANCE CHARGE** shown on your monthly statement is determined as follows: We calculate a portion of the **FINANCE CHARGE** on your account by applying the Periodic Rate to the Average Daily Balance on your account (including current transactions). We also calculate a portion of the **FINANCE CHARGE** on your account by applying a \$2.50 fee per transaction made on cash advances made on ATM equipment, which is not a result of applying a periodic rate. We calculate the **FINANCE CHARGE** by adding together the periodic **FINANCE CHARGE** and the **FINANCE CHARGES** for the cash advance fees to arrive at the "**TOTAL FINANCE CHARGES**" shown on your statement for the billing cycle.
12. **Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE:**
  - a. **Visa Signature Rewards Card (variable rate):** To obtain the periodic Rate, we divide the Annual Percentage Rate by 365. The Annual Percentage Rate may change as of the first day of each billing cycle, based on an index which is The Wall Street Journal Western Edition Prime Rate as of the 10<sup>th</sup> day of the month (or the next business day if the 10<sup>th</sup> falls on a weekend or holiday), plus a margin. If the Prime Rate changes on the 10<sup>th</sup> day of the month, the change will be effective on the first day of your next billing cycle following the change. The margin for your Account depends on your credit profile and will be set forth in the Account Disclosure that is provided when your account is opened, and is incorporated in this agreement.
  - b. **Visa Classic Card (variable rate):** To obtain the periodic Rate, we divide the Annual Percentage Rate by 365. The Annual Percentage Rate may change as of the first day of each billing cycle, based on an index which is The Wall Street Journal Western Edition Prime Rate as of the 10<sup>th</sup> day of the month (or the next business day if the 10<sup>th</sup> falls on a weekend or holiday), plus a margin. If the Prime Rate changes on the 10<sup>th</sup> day of the month, the change will be effective on the first day of your next billing cycle following the change. The margin for your Account depends on your credit profile and will be set forth in the Account Disclosure that is provided when your account is opened, and is incorporated in this agreement.
  - c. **Visa Clear Card (fixed rate):** The periodic rate is 0.663% to 1.496% (ANNUAL PERCENTAGE RATE: 7.95% to 17.95%) based on credit worthiness. This rate will be used to compute the FINANCE CHARGE for both purchases and cash advances. The ANNUAL PERCENTAGE RATE for your Account depends on your credit profile and will be set forth in the Account Disclosure that is provided when your account is opened, and is incorporated in this agreement.
  - d. **Introductory or Promotional Rates:** At our discretion, we may offer you an introductory or promotional Annual Percentage Rate for your Account. Any introductory or promotional Annual Percentage Rate will be subject to the terms of the offer and this Agreement. We will provide you with information on the offer, including the time period the introductory or promotional Annual Percentage Rate is in effect in the Account Disclosure when you open your Account or in other materials that we send to you about the offer after you receive your Credit Card.
13. **Conditions Under Which Other Charges May Be Imposed:** We may impose the following fees and charges under the Credit Line:
  - a. **Annual Card Fee:** The Visa Signature Rewards Card, Visa Classic Card and the Visa Clear Card will not have an Annual Fee.
  - b. **Late Charge:** \$25 if any payment(s) are past due for a period of (15) fifteen or more days.
  - c. **Cash Advance Fee:** 3% of the amount advanced, excluding the Visa Clear Card.
  - d. **Miscellaneous Photocopying:** If you request a copy of a sales draft or other document, we may charge your account \$5 per copy and \$25 per hour for research. These charges cover the costs of locating, copying, and delivering the documents to you. If a request is related to a billing error and an error is found, we will reverse any photocopying charges.
  - e. **Replacement Card Charge:** If your Card is lost or stolen you may be charged \$10 for each replacement card.
  - f. **Return Check Charge:** A charge not to exceed \$10 will be made when a check or draft submitted by you for payment on account is returned to us, regardless of the reason.
  - g. **Replacement Pin (Personal Identification Number):** A \$5 charge will be assessed for each PIN you request.
  - h. **Debit Card Payments:** If you make a payment with a Debit card you will be charged a fee of \$10.
  - i. **Phone Payments:** If you make a payment over the phone from a checking or savings account, you will be charged a fee of \$10.
14. **Transfer of Account:** You cannot transfer your Account to any other person.
15. **Honoring the Card:** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal of anyone to honor the Card or any other credit instrument or device we supply to you.
16. **Refunds:** If a seller agrees to give you a refund or adjustment, you agree to accept a credit to your Credit Line Account in lieu of a cash refund.
17. **Transactions:** You agree to retain for statement verification copies of transaction slips resulting from each purchase, cash advance, and other transaction 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.

18. **Currency Conversion/Foreign Transaction Fee:** Purchases and cash advances made in foreign countries will be billed to you in U.S. Dollars. The currency conversion rate for international transactions as established by Visa International, Inc. is 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 the government mandated rate in effect for the applicable central processing date. The transaction amount for foreign transactions will include a foreign transaction fee of up to 2% of the transaction amount.
19. **Ownership of Cards:** Any card or other credit instrument or device we supply to you is our property and must be returned to us, 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 any demand or notice.
20. **Notices:** All notices will be sent to your address as shown in the application. You agree to advise us promptly if you change your mailing address.
21. **Default:** You will be in default under this Agreement if any of the following occur: (a) Any MINIMUM MONTHLY PAYMENT is 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; or (d) If we reasonably deem ourselves insecure on your Credit Line. We will notify you in writing of any such action as soon as practical if it occurs. Subject to any notice and cure provisions required by the South Carolina Consumer Protection Code, if applicable, upon default, we may declare the entire unpaid balance immediately due and payable, and you agree to pay that amount. To the extent permitted by applicable law, you agree to pay reasonable attorney's fees, whether or not there is a lawsuit, including fees on any appeal. If this Agreement is subject to Section 5-19-10, Code of Alabama 1975, as amended, and the original amount financed exceeds \$300, or if this Agreement is subject to Section 37-3-514, Code of Laws of South Carolina, as amended, you agree to pay attorney fees not exceeding 15% of the unpaid debt after termination or acceleration of your Account and referral to an attorney who is not our salaried employee. To the extent permitted by applicable law, you also will pay all collection costs.
22. **Delay in Enforcement:** We can delay enforcing any right under this Agreement without losing that right or any other right.
23. **Acknowledgment and Amendments:** You understand and agree to the terms and conditions in this Agreement. You also understand and agree that you may be subject to other agreements with us regarding transfer instruments or access devices which may access your Credit Line. You acknowledge that you have read this Agreement. We have the right to change any terms and conditions subject to applicable laws of this Agreement at any time.
24. **Governing Law:** This Agreement will not take effect until it is approved by us. This Agreement shall be governed by the laws of the State of Oregon.
25. **Loss or Theft of Card:** You agree to notify us immediately, orally or in writing, at Consolidated Community Credit Union, 1033 NE 6<sup>th</sup> Ave, Portland, OR 97232, or telephone (503) 232-8070 of the loss, theft or unauthorized use of your Credit Card (after business hours and on weekends telephone Visa at (800) 449-7728). If you notify us of your lost or stolen Credit Card, you will not be liable for any losses.
26. **Credit Information/Financial Statements:** You authorize us to release information to others (e.g. credit bureaus, merchants, and other financial institutions) regarding the status and history of your Credit Line. You agree to provide us, at any time we deem necessary, with a current financial statement and/or a new credit application upon request. We may investigate your credit directly or through a credit reporting agency.
27. **Security:** If applicable, you grant us a security interest in all existing and future funds of your share and share draft accounts to secure advances under this agreement. We may apply those funds in any order to pay off your indebtedness without further notice to you.
28. **Illegal Use of Internet Gambling:** You agree that all transactions that you initiate by use of an electronic funds transfer including a Visa Credit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions by use of an electronic funds transfer or Visa Credit Card.
29. **Rewards:** Features and benefits of the rewards program are subject to change without notice. Terms and conditions of the rewards program are posted at [www consolidatedccu.com](http://www consolidatedccu.com).
30. **Billing Error Notice:**

YOUR BILLING RIGHTS, KEEP THIS NOTICE FOR FUTURE USE.

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

In your letter, give us the following information:

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

If you have authorized us to make your credit card payment automatically from your savings or checking account, 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 statement was correct.

After we receive your letter, we cannot try to collect any amount you questioned or report you as delinquent. We can continue to bill you for the amount you question, including the **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 statement that are not in question.

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

If you fail to pay the amount 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 you still refuse to pay, we must tell anyone we report you to that the matter has been settled between us when it finally is.

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

#### Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services 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:

1. 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
2. The purchase price must have been more than \$50.

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

**Consolidated Community Credit Union**  
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