

VISA CREDIT CARD AGREEMENT

No. 425202
No. 463069

This VISA Credit Card Agreement (Agreement) and the Consumer Loan Agreement Disclosures accompanying this Agreement will govern your VISA Credit Card and account issued by United Advantage NW Federal Credit Union. In this Agreement the words you and your mean each and all of those who apply for or use the Card. Card means the VISA Credit Card and any duplicates and renewals we issue. Account means your VISA Credit Card Line of Credit account with us. We, us and our means United Advantage NW Federal Credit Union.

- 1. RESPONSIBILITY.** If we issue you a Card, you agree to repay all debts and the Interest Charge arising from the use of the card and the Card account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the Card, and this responsibility continues until the Card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all Cards. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgement to which we are not a party that may direct to you or one of the other persons responsible to pay the account. Any person using the Card is jointly responsible for all charges he or she makes, but if that persons sign the Card he or she becomes a party to this Agreement and is also jointly responsible for all charges on the account, including yours. You may not use the card or account for any illegal or unlawful purpose. We may decline any transaction that we believe is illegal or unlawful.
- 2. LOST CARD NOTIFICATION.** You agree to notify us immediately at United Advantage NW Federal Credit Union, P.O. Box 11067, Portland, OR 97211 or telephone (503) 283-5193 or (800) 991-4961, of the loss, theft or unauthorized use of your Card. 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.
- 3. LIABILITY FOR UNAUTHORIZED USE.** You agree to notify us immediately of the loss, or the theft, or use without your permission, of any Card or other credit instrument or device which we supply to you. You may be liable for the unauthorized use which occurs after you notify: United Advantage NW Federal Credit Union, P.O. Box 11067, Portland, OR 97211 or Telephone: (503) 283-5193 or (800) 991-4961, orally or in writing of loss, theft, or possible unauthorized use. If you notify us of your lost or stolen Credit Card after discovery, you may not be liable for any losses related to credit transactions. This zero liability will apply provided you were not grossly negligent or fraudulent in handling your Card, otherwise your liability for unauthorized VISA Credit Card transactions shall not exceed \$50.
- 4. CREDIT LINE.** If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the Card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our loan officer. By giving you written notice our loan officer may reduce your Credit Line from time to time, or with good cause, revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse re-evaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The Cards remain our property and you must recover and surrender to us all Cards upon our request and upon termination of this Agreement.
- 5. CREDIT INFORMATION.** You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized in our By-Laws.
- 6. 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 each month. The minimum payment will be 3% of your outstanding balance ("New Balance") or \$25.00, whichever is greater. If your outstanding balance is \$25.00 or less, you agree to pay the balance in full. The total minimum payment due each month is the minimum monthly payment, and any amounts past due and any over limit amounts ("Required Payment"). 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. 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. A credit posting from a merchant or reversal of fees do not constitute a minimum monthly payment. Your payment may be allocated at the Credit Union's discretion to pay off lower rate balance, 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. Payments received at: United Advantage NW Federal Credit Union, PO Box 11067, Portland OR 97211 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.
- 7. IRREGULAR PAYMENTS.** We reserve the right to accept late payments or checks and money orders marked "payment in full", without any prejudice to our rights under this agreement.
- 8. INTEREST CHARGES.**
 - A. Conditions Under Which Interest Charges 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 Interest Charge will be shown on the periodic statement for the Billing Cycle as the "New Balance". In order to avoid a Interest Charge on purchases made since your last statement date, you must pay the Total New Balance shown on your statement within 25 days, the "Free Period," of the statement closing date. Otherwise a Interest Charges will be imposed on that portion of the purchases balance that is not paid within the "Free Period": This "Free Period" allows you to avoid Interest Charge on purchase for a billing cycle.
 - B. Method of Determining the Balance Upon Which a Interest Charge May Be Imposed.**
 - 1. Credit Purchases:** The average daily balance is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of credit purchases is determined by subtracting from the outstanding unpaid balance of credit purchases at the beginning of the billing cycle any payments as received and credits as posted to your account, but excluding any unpaid Interest Charges.
 - 2. Cash Advances:** The average daily balance is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance for cash advances (the outstanding cash advance balance of your account at the beginning of the billing cycle) any new cash advances received and subtracting any payments are received or credits as posted to your account, but excluding any unpaid Interest Charges.
 - 3.** The only Interest Charges assessed on your account other than those assessed by a periodic rate, will be transaction Interest Charges in connection with Cash Advances, if part of your plan. Transaction Interest Charges for each Cash Advance will be imposed on the date the Cash Advance was posted to your account. No grace period applies on any transaction Interest Charges imposed for Cash Advances.
 - C. Periodic Rate and Corresponding Annual Percentage Rate.**

The Periodic Rate that is used to compute the Interest Charge will be between a range of 0.024384 to .049315% with a corresponding Annual Percentage Rate of 8.90% to 18.00% depending upon your credit qualifications at the time of your account approval and will be disclosed to you on or before the time the card is issued to you.
- 9. THE CONDITIONS UNDER WHICH ANY OTHER CHARGES MAY BE IMPOSED.**
 - A. Late Payment Fee.** If any payment is past due for a period of 10 (ten) or more days, a late charge of **\$25.00** may be imposed.
 - B. Returned Check Charge.** A **\$25.00** charge may be imposed when a check submitted by you for payment on an account is returned to us regardless of the reason.
 - C. Research and Copying.** If you ask us to examine your account or provide copies of documents, except in resolution of a billing error, we may charge you **\$2.00** for a statement copy, **\$8.00** for each draft copy, **\$8.00** for an original draft, **\$27.50** for a copy of original draft of travel and entertainment purchases and **\$25.00** per hour for research.
 - D. New Account Set-up Fee.** Anytime your card is lost or stolen and you request a new account you may be assessed **\$10.00** set-up fee.
 - E. Miscellaneous Fee.** A fee **up to \$18.00** may be assessed if you request any of the following: an on-line status, card replacement (new plastic-existing account), additional card after initial account set-up (per card requested), Personal Identification Number (PIN) replacement, per each draft "charge-back" due to member/merchant dispute, limit increase request.
 - G. ATM Fees.** If you use an ATM to obtain a cash advance and the ATM is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge may be charged to your account if you complete the transaction.
- 10. DEFAULT.** You will be in default if you fail to make any Minimum Payment within 10 days after receipt of your monthly statement. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving your death or your failure to abide by this Agreement, or if the value of our security interest materially declines. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorneys' fees, including any cost and fees on appeal. You will also pay any collection costs, such as repossession fees and court costs. All of these costs and expenses may be added to your present VISA balance and a Interest Charge may be imposed on them at the same rate as your other VISA charges.
- 10.1** We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.
- 11. DELAY IN ENFORCEMENT.** We can delay enforcing any right under this agreement without losing that right or any other right.
- 12. SEVERABILITY.** If any provision of this agreement is held invalid, all provisions that are severable from the invalid provision remain in effect.
- 13. USING THE CARD.** To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the Card to a participating VISA plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which will be imprinted with your Card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine (ATM) or other type of electronic terminal that provides access to the VISA system. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you may request.
- 14. RETURNS AND ADJUSTMENTS.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is **\$1.00** or more, refund it on your written request or automatically after six months.

15. **FOREIGN TRANSACTIONS.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA International, Inc.
16. **PLAN MERCHANT DISPUTES.** We are not responsible for the refusal of any plan merchant or financial institution to honor your Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and: (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than **\$50.00** and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.
17. **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 the account. If you default, we will have the right to recover any of these goods which have not been paid for through our application of your payments in the manner described in paragraph 6. Except for Real Estate Loans, collateral securing other loans with the Credit Union may also be used to secure this VISA account.
18. **PLEDGE OF SHARES.** By use of the Card you pledge all shares and funds, present and future, and all accounts with the Credit Union in which you have an interest, as security for your VISA balance. You understand that if you default on your VISA balance, the Credit Union may apply all that is pledged to your VISA balance. However, this pledge will not apply to retirement accounts to the extent that applicable law precludes the pledge of such accounts.
19. **CASH ADVANCES.** 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 Advances were paid to you. Deposit of the Cash Advance to any of your Credit Union accounts obligates you to repayment of the Cash Advance per the terms of this Agreement. You further authorize the Credit Union to automatically make Cash Advances, in increments of **\$100.00**, against your VISA account to cover any overdraft activity of your checking account.
20. **EFFECTS OF AGREEMENT.** We reserve the right to amend the terms of this Agreement at anytime as permitted by and subject to any limitations and notice requirements of applicable law.
21. By use of the Credit Union VISA CARD you acknowledge receipt of the Agreement and agree to its terms herein.
22. **PIN SECURITY.** You agree not to disclose or otherwise make your Card or PIN (Personal Identification Number) available to anyone without prior written consent of the Credit Union. You also agree not to write your PIN on your Card or keep it in the same location as your Card. If the PIN security for your card is not maintained, the credit union will reserve the right to terminate any services or future services relating to account access via the VISA card account.

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: United Advantage NW Federal Credit Union, PO Box 11067, Portland, OR 97211. 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 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.