

City & County Credit Union

Credit Card Terms and Conditions

In this Agreement the words *you* and *yours* mean each and all of those who apply for the card or sign the credit card application agreement. *Card* means the MasterCard Credit Card and any duplicates and renewals we issue. *Account* means your MasterCard Credit Line for Credit account with us. *We, us* and *ours*, means the Credit Union.

1. To secure your account you agree that the Credit Union shall have a security interest in all shares and deposits, as well as all payments and earnings of present and future shares and deposits, which you have with the Credit Union. If you default on the payment of your account when due, you agree that the Credit Union shall have the right to use these shares and deposits to pay off any amount that you owe under this account.

2. Responsibility. If we issue either you or your co-applicant a card, you agree to repay all debts and the finance charge arising from the use of the card and the card account. For example, you are responsible for charges made by yourself, your co-applicant, 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 can not disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return the card(s). Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account. Any person using the card is jointly responsible with you for charges he or she makes, but if that person signs the card he or she becomes a party to this agreement and is also jointly responsible for all charges on the account, including yours.

3. Lost Card Notification. If you believe the Card has been lost or stolen, you will immediately call Customer Service at 1-800-449-7728.

4. Liability for Unauthorized Use. Your credit card may not be used for any illegal transactions. You understand that unless you have been grossly negligent or have engaged in fraud, you will have no liability to the Credit Union for any card transactions resulting in the loss, theft or unauthorized use of the card unless an automated teller transaction. If the loss is ATM related, you understand that your total liability to the Credit Union will not exceed \$50. Such liability does not apply when the card is used to make an electronic fund transfer.

5. 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 application to us, which must be approved by our Credit Manager or loan officer. By giving you written notice our Credit Manager may reduce your Credit Line from time to time, or with good cause, revoke your card and terminate this Agreement. Good cause includes failure to comply with this Agreement, or our adverse reevaluation of your credit-worthiness. 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 the Agreement.

6. 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.

7. Monthly Payment. Your statement will be mailed to you at least 21 days prior to the payment due date. Every month you are responsible for paying the minimum payment on or before the due date. You may pay more frequently, pay more than the minimum payment, or pay the total balance in full, and you will reduce the finance charge by doing so. The minimum payment will be either (a) 2% of your total balance, or \$25, whichever is greater, or (b) your total balance, if it is less than \$25. In addition to your minimum payment, you agree to immediately pay any past due and/or excess of your credit limit. Upon receipt of your payment, we will apply amounts in excess of the minimum payment first to the balance bearing the highest rate of interest, and then to successive balances bearing the next highest interest rate, until the payment has been exhausted.

8. Finance Charges. Purchases made through your account are subject to finance charge (interest) at a periodic rate on the entire average daily principal balance. The principal balance consisting of purchases and cash advances is determined each day during the statement period beginning with the principal portion of your previous balances reduced by payments you make and credits we apply, and increased by purchases and cash advances you make during the statement period. The daily principal balances are totaled, and divided by the number of days in the statement period, to produce separate average daily principal balance for purchases and cash advances to which the periodic rate are then applied. Finance charges are imposed only if you do not pay in full the new balance for purchases shown on your periodic statement within 25 days after the billing date on the statement. Cash advances are always subject to a finance charge from the date they are posted to your account. At the discretion of the Credit Union the interest rate on credit cards may decrease or increase not to exceed state law.

Annual Percentage Rate (APR) - The rate on Platinum and Platinum Rewards purchases, cash advances and balance transfers will be based on credit worthiness criteria. You will be given 45 days notice if there is a change to the annual percentage rate. Any balance carried over into future billing periods will remain at the rate existing prior to the change date.
Penalty Pricing - If your account is delinquent 60 days or more, your account will increase to 18%. This APR adjustment will take effect on all balances on your account, with the exception of promotional rates, and will remain in effect until the account is current for 6 consecutive months.

	<u>Periodic Rate</u>	<u>Annual Percentage Rate</u>
Platinum Rewards	.0301095%-.0493150%	10.99% - 18.00%
Platinum	.0246301%-.0465479%	8.99% - 16.99%
Business Platinum	0.0298630%	10.90%
Share Secured Platinum Credit Limits of \$3000 or more	0.0218904%	7.99%
Share Secured Platinum Credit Limits of less than \$3000	0.0355890%	12.99%

9. Default. You will be in default if you fail to make any Minimum Payment by the statement due date. If a Minimum Payment is not made by the statement cutoff date you will be in default and will be charged a fee. 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 you, your death or your failure to abide by this Agreement, or if the value of your 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 attorney's fees.

10. 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 or more, refund it on your written request or automatically after 2 months.

11. 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 MasterCard. The exchange rate for international transactions will be a rate selected by MasterCard from the range of rates available in wholesale currency markets, which may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date, plus 1%.

12. 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. Any other disputes you must resolve directly with the plan merchant.

13. 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 7.

14. Effect of Agreement. This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We reserve the right to amend this Agreement at any time by sending you a 45 day notice. Your use of the card thereafter will indicate your agreement to the amendments.

If you elect to reject the changes, you must notify the credit union. Upon receipt of your rejection notice, your credit card will be closed. You will be obligated to pay the remaining balance on your card under the terms of your existing Credit Card Terms and Conditions agreement.

15. Termination of Account. You, your spouse (in community property states) or the Credit Union may terminate this Agreement at any time, but termination will not affect your obligation to pay the account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your account after termination, unless the transactions were unauthorized.

The card or cards you receive remain the property of the Credit Union and you must surrender to the credit union all cards upon termination of this Agreement. The Credit Union has the right to require you to pay your full account balance at any time after your account is terminated.

16. Copy Received. Upon approval of your application you will be mailed a copy of this agreement.

17. Rewards Cash Rebate. (Platinum Rewards only) We will pay a 1% rebate annually on the amount of net purchases charged to your account. Net purchases are all eligible purchases of goods and services charged to the account less all refunds, rebates or other similar credits. Any fees, cash advances, balances transfers, interest charges, optional services, refunds, rebates or other similar credits are not eligible purchases and will not earn a cash rebate. The accumulation period for the cash rebate begins after the January cycle through the end of the following January cycle. Any cash rebate that qualifies for payout will be credited to your Share Savings account (associated with the credit card) in January for the previous accumulation period.

To receive the cash rebate, the account must be open, in good standing and not in default under the terms and conditions of this agreement. In the event that we terminate your account or your account is closed, the cash rebate (including any accumulated cash rebate that is not yet payable) will be forfeited immediately, without notice to you. The cash rebate cannot be sold or transferred. We reserve the right to change the terms and conditions of the cash rebate.

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 us on a separate sheet at the address listed on your bill. Write 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 by 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, 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 pay your credit card bill automatically from your savings or share draft 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 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 the billing was a mistake, you will not have to pay any finance charges related to any questioned amount. If the billing was not a mistake, you will 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 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 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. And, we must tell you the name of 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 bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchase with a credit card(s) 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 made you the advertisement for the property or services.

Truth-in-Lending Disclosure

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	The APR you receive will be within the range disclosed below, based on your creditworthiness. Share Secured APR is based on the credit limit amount. 8.99% - 16.99% PLATINUM 10.99% - 18.00% PLATINUM REWARDS 7.99% - 12.99% SHARE SECURED PLATINUM
APR for Balance Transfers	8.99% - 16.99% PLATINUM 10.99% - 18.00% PLATINUM REWARDS 7.99% - 12.99% SHARE SECURED PLATINUM
APR for Cash Advances	8.99% - 16.99% PLATINUM 10.99% - 18.00% PLATINUM REWARDS 7.99% - 12.99% SHARE SECURED PLATINUM
Penalty APR and When it Applies	18.00% PLATINUM, SHARE SECURED PLATINUM & PLATINUM REWARDS This APR may be applied to your account if you become 60 days or more past due. How Long Will the Penalty APR Apply? We may keep it at this higher level until you have made six consecutive on time payments.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	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 http://www.consumerfinance.gov/learnmore

Fees	
Annual Fee	None
Transaction Fees	
<ul style="list-style-type: none"> ◆ Balance Transfer ◆ Cash Advance ◆ Foreign Transaction 	None 2% or a \$2.00 minimum 1% of each transaction in U.S. dollars
Penalty Fees	
<ul style="list-style-type: none"> ◆ Late Payment ◆ Returned Payment 	\$25 \$25

How We Calculate Your Balance: We use a method called "average daily balance (including new purchases)"

Collection Costs: All collection expenses on delinquent accounts will be charged back and paid by you.