VantageWest CREDIT UNION
P.O. Box 15115 ▼ Tucson, Arizona 85708

LOANLINER® VISA

VISA PLATINUM/VISA GOLD/VISA CLASSIC CONSUMER CREDIT CARD AGREEMENT

In this Agreement, “Agreement” means this Consumer Credit Card Agreement. “Disclosure” means the Credit Card Account Opening Disclosure. The Account Opening Disclosure is incorporated into this Consumer Credit Card Agreement and is part of the Agreement. In this Agreement the words "you," “your,” and "yours" mean each and all of those who agree to be bound by this Agreement; "card" means the Visa credit card and any duplicates, renewals, or substitutions the Credit Union issues to you; "account" means your Visa credit card line-of-credit account with the Credit Union; and "Credit Union" means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement.

1. USING YOUR ACCOUNT — If you are approved for an account, the Credit Union will establish a line of credit for you. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") which you will have outstanding on your account at any time. Unless disclosed otherwise, the Credit Union will not allow advances over the credit limit. If the Credit Union has a program whereby it allows payment of advances that exceed your credit limit, subject to a fee, the Credit Union will provide you with notice, either orally, in writing, or electronically (notwithstanding the requirements of the paragraph entitled “Statements and Notices”) explaining your right to opt in to the Credit Union’s program whereby it will honor advance requests over the credit limit. In the event you opt in to such a program, you agree to the terms of such a program. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union may increase or decrease your credit limit, refuse to make an advance and/or terminate your account at any time for any reason not prohibited by law. If you are permitted to obtain cash advances on your account, we may, from time to time, issue convenience checks to you that may be drawn on your account. Convenience checks may not be used to make a payment on your account balance. If you use a convenience check, it will be posted to your account as a cash advance. We reserve the right to refuse to pay a convenience check drawn on your account for any reason and such refusal shall not constitute wrongful dishonor.

You may request that we stop the payment of a convenience check drawn on your account. You agree to pay any fee imposed to stop a payment on a convenience check issued on your account. You may make a stop payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentment of the check for payment to give us a reasonable opportunity to act on your request. In addition, your request must accurately describe the check including the exact account number, the payee, any check number that may be applicable, and the exact amount of the check. If permitted, you may make a stop payment request orally but such a request will expire after 14 days unless you confirm your request in writing within that time. Written stop payment orders are effective only for six (6) months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed. We are not required to notify you when a stop payment order expires. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft and to assist us in any legal action. You agree to indemnify and hold us harmless from all costs and expenses, including attorney's fees, damages, or claims, related to our honoring your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to us or the giving of inadequate time to act upon a stop payment request.

2. USING YOUR CARD — You understand that the use of your credit card or credit card account will constitute acknowledgement of receipt and agreement to the terms of the Credit Card Agreement and Credit Card Account Opening Disclosure (Disclosure). You may use your card to make purchases from merchants and others who accept your card. The credit union is not responsible for the refusal of any merchant or financial institution to honor your card. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. In addition, you may obtain cash advances from the Credit Union, from other financial institutions that accept your card, and from some automated teller machines (ATMs). (Not all ATMs accept your card.) If the credit union authorizes ATM transactions with your card, it will issue you a personal identification number (PIN). To obtain cash advances from an ATM, you must use the PIN issued to you for use with your card. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Even if you use your card for an illegal transaction, you will be responsible for all amounts and charges incurred in connection with the transaction. If you are permitted to obtain cash advances on your account, you may also use your card to purchase instruments and engage in transactions that we consider the equivalent of cash. Such transactions will be posted to your account as cash advances and include, but are not limited to, wire transfers, money orders, bets, lottery tickets, and casino gaming chips, as applicable. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

3. PROMISE TO PAY — You promise to pay all charges (purchases, cash advances, balance transfers, use of convenience checks or any other charge) made to your account by you or anyone you authorize to use your account. You

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also promise to pay all finance charges and other charges added to your account under the terms of this Agreement or another agreement you made with the Credit Union. If this is a joint account, the paragraph on JOINT ACCOUNTS also applies to your account.

4. CHOICE OF LAW — This Agreement has been made by us, delivered to us, and accepted by us and will be performed by you and us in the State of Arizona. Accordingly, to the extent not preempted by federal law, the validity, interpretation, construction, enforcement, and performance of this Agreement shall be governed by the laws of the State of Arizona.

5. VENUE AND JURISDICTION — You irrevocably agree with us that any suit, action, or other legal proceedings arising under or relating to any provision of this Agreement will be brought and enforced exclusively in either: (1) the competent courts of Arizona or (2) subject to our sole and absolute election, the competent courts of any other state (such as any other state in which any collateral for the loan is located or in which you reside) that affect the enforcement of our remedies under this Agreement. You hereby submit to the exclusive jurisdiction of such court(s) and waive any right you may have to request a change of venue or a removal to another court or to collaterally attack any judgment obtained or action taken by us in connection therewith. You further consent and agree to service of any summons, compliant or other legal process in any such suit, action, or other legal proceeding by registered or certified U.S. mail, postage prepaid, to you at the appropriate address you have provided to us and consent and agree that such service shall constitute in every respect valid and effective service (but nothing herein shall affect the validity or effectiveness of process served in any other manner permitted by applicable law).

6. JURY TRIAL WAIVER — To the extent permitted by applicable law, you and we each knowingly, voluntarily, intentionally, and irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

7. PERIODIC RATES — The periodic rates applicable to purchases, cash advances, and balance transfers are disclosed on the Disclosure that accompanies this Agreement. Any penalty rate that may be imposed for failing to make a payment by the payment due date is also disclosed on the Disclosure. Any rate change will be made pursuant to applicable law. If the rate for your account is variable, as indicated on the accompanying Disclosure, the rate charged on purchases, cash advances, balance transfers and any penalty rate will vary periodically as disclosed in the Disclosure accompanying this Agreement. The initial rate on your account for certain types of transactions may be an introductory discounted rate (Introductory Rate) that is lower than the rate that would ordinarily apply for that type of transaction. If an Introductory Rate applies to your account, the rates and the period of time it will be effective is shown on the Disclosure accompanying this Agreement. After the Introductory Rate period expires, the periodic rate will automatically increase to the rates that would ordinarily apply for that type of transaction based on the terms of this Agreement.

8. FINANCE CHARGES — New purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero or credit balance at the beginning of that billing cycle, or you paid the entire new balance on the previous cycle's billing statement by the payment due date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to your account. To avoid an additional finance charge on the balance of purchases, you must pay the entire new balance on the billing statement by the payment due date of that statement. A finance charge begins to accrue on cash advances from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later (transaction date).

The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the periodic rate to the average daily balance of purchases. To calculate the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of purchases. We then add all of the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases.

For cash advances, the finance charge is computed by applying the periodic rate to the average daily balance of cash advances. To calculate the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. We then add all of the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances. Balance transfers are calculated in the same manner as cash advances.

9. FOREIGN TRANSACTIONS — Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a 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 exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee (finance charge), calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash advances and credits to your account. A fee (finance charge), calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash advances and credits to your account. A foreign

transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. The Foreign Transaction Fee is set forth on the Disclosure accompanying this Agreement.

10. FEES — In addition to the periodic rate, the following additional fees may be imposed on your account. If applicable to your account, the fee amounts and explanations are disclosed on the Disclosure accompanying this Agreement. Your account may also be subject to additional fees as set forth on the Disclosure accompanying this Agreement.

a. Annual Fee. If your account is subject to an Annual Fee, the fee will be charged to your account upon the issuance of your card. Each year following, the annual fee will be charged to your account during the same month that you were first charged the fee. The fee will be charged each year until your account is closed and paid in full.

b. Foreign Transaction Fee (Finance Charge). If your account is subject to a Foreign Transaction Fee (finance charge), a fee may be charged to your account for transactions made outside of the United States or in a foreign currency.

c. Late Payment Fee. If your account is subject to a Late Payment Fee, the fee will be charged to your account when you do not make the required minimum payment by or within the number of days of the statement Payment Due Date set forth on the Disclosure accompanying this Agreement.

d. Emergency Card Replacement Fee. If your account is subject to an Emergency Card Replacement Fee, a fee will be charged to your account for each emergency replacement card that is issued to you.

e. Card Replacement Fee. If your account is subject to a Card Replacement Fee, a fee will be charged for each replacement card that is issued to you for any reason.

f. Loan Modification Fee. If your account is subject to the Loan Modification Fee, a fee will be charged to your account as disclosed on the Disclosure accompanying this Agreement.

11. PAYMENTS — Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement. You may pay more frequently, pay more than the minimum payment or pay the total new balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your account has a balance (other than a credit balance). For our Visa Platinum card, the minimum payment is 2.55% of your total new balance, or $30.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, all outstanding unpaid fees and charges, and any amount you are over your credit limit by the date specified on the statement. For our Visa Gold card, the minimum payment is 2.55% of your total new balance, or $30.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, all outstanding unpaid fees and charges, and any amount you are over your credit limit by the date specified on the statement. For our Visa Classic card, the minimum payment is 2.55% of your total new balance, or $30.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, all outstanding unpaid fees and charges, and any amount you are over your credit limit by the date specified on the statement. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

12. PAYMENT ALLOCATION — Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses. However, in every case, in the event you make a payment in excess of the required minimum periodic payment, the Credit Union will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on applicable annual percentage rate.

13. SECURITY INTEREST — You grant the Credit Union a security interest under the Uniform Commercial Code and under any common law rights the Credit Union may have in any goods you purchase. If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares, your pledged shares will secure your account. You may not withdraw amounts that have been specifically pledged to secure your account until the Credit Union agrees to release all or part of the pledged amount.

Your Account is secured by all other shares you have in any individual or joint account with the Credit Union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this agreement. You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on your Account if you should default.

Collateral securing other loans you have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this account, notwithstanding anything to the contrary in any other agreement.

14. DEFAULT — You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe.

When you are in default, the Credit Union has the right to demand immediate payment of your full account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges at the

periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your account may be applied towards what you owe.

15. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION — You agree to notify us immediately, orally or in writing, at PO Box 15115, Tucson, AZ 85708-0115 or telephone (520) 298-7882 Monday through Friday 8:00 a.m. to 5:00 p.m. Mountain Time, (520) 751-7070 seven (7) days a week, 24 hours a day or (800) 269-7070 (select option #4) seven (7) days a week, 24 hours a day, of the loss, theft, or unauthorized use of your credit card. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your credit card, unless you are grossly negligent in the handling of your card. In any case, your liability will not exceed $50.00.

16. CHANGING OR TERMINATING YOUR ACCOUNT — As permitted by law, the Credit Union may change the terms of this Agreement and any attached Disclosure from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law and specified in the notice to you, the change will apply to your existing account balance as well as to future transactions.

Either you or the Credit Union may terminate this Agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the account balance plus any finance and other charges you owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges you owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. 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 recover and surrender to the Credit Union all cards upon request or upon termination of this Agreement whether by you or the Credit Union. If this is a joint account, the paragraph on JOINT ACCOUNTS of this Agreement also applies to termination of the account.

17. CHANGING OR TERMINATING AUTHORIZED USERS — Upon your request, we may issue additional cards for authorized users that you designate. You must notify us in writing of any termination of an authorized user's right to access your account. Your letter must include the name of the authorized user and your account number and/or any subaccount number issued to the authorized user along with the authorized user's card and any convenience or other access checks issued to the authorized user. If you cannot return the authorized user's card or access checks and if you request your account to be closed, we will close your account and you may apply for a new account.

18. CREDIT REVIEW AND RELEASE OF INFORMATION — You authorize the Credit Union to investigate your credit standing when opening or reviewing your account. You authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).

19. RETURNS AND ADJUSTMENTS — Merchants and others who honor your card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is $1.00 or more, it will be refunded upon your written request or automatically after six (6) months.

20. ADDITIONAL BENEFITS/CARD ENHANCEMENTS — The Credit Union may from time to time offer additional services to your account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

21. MERCHANT DISPUTES — The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than $50.00 and was made in your state or within 100 miles of your home.

22. JOINT ACCOUNTS — If this is a joint account, each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the account and the termination will be effective as to all of you.

23. EFFECT OF AGREEMENT — This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

24. NO WAIVER — The Credit Union can delay enforcing any of its rights any number of times without losing them.

25. STATEMENTS AND NOTICES — Statements and notices will be mailed or delivered to you at the appropriate address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

26. SEVERABILITY AND FINAL EXPRESSION — This Agreement and the Disclosure are the final expression of the terms and conditions of your account. This written Agreement and Disclosure may not be contradicted by evidence of any

alleged oral agreement. Should any part of this Agreement or the Disclosure be found to be invalid or unenforceable, all other parts of this Agreement and Disclosure shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

27. COPY RECEIVED — You acknowledge that you have received a copy of this Agreement and Disclosure.

28. INTERNET GAMBLING TRANSACTIONS PROHIBITED — You may not use your card to initiate any type of electronic gambling transaction through the Internet.

29. PENALTY RATE DISCLOSURES — If applicable to your account, all rates for your account, including the rates for purchases, cash advances, and balance transfers, will increase to the Penalty Rate when you meet one or more of the conditions as set forth in the Disclosure accompanying this Agreement. Any rate increases applied to your account are subject to applicable notice requirements. Please refer to the Disclosure for additional information regarding the Penalty Rate.

30. VOLUNTARY PAYMENT PROTECTION — We may offer Voluntary Payment Protection to you. Voluntary Payment Protection is not necessary to obtain credit. If you purchase Voluntary Payment Protection from us, you authorize us to add the fees or insurance charges monthly to your loan balance and charge you interest on the entire balance. At our option we will change your payment or the period of time necessary to repay the loan balance. The rate used to determine the fees or insurance charges may change in the future. If the rate changes, we will provide any notices required by applicable law.

31. NOTICE TO UTAH BORROWERS — This written agreement is a final expression of the agreement between you and the Credit Union. This written agreement may not be contradicted by evidence of any oral agreement.

32. THE FOLLOWING IS REQUIRED BY VERMONT LAW — NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

33. RECORDING OF CALLS — You hereby authorize us to make, at our sole option and discretion, recordings of all telephone calls you make to or accept from us. Such recorded calls shall be conclusive evidence of your instructions to the credit union to the extent permitted by federal and state law. However, such recordings shall not constitute a binding modification to this agreement or the terms herein.

34. SKIP-A-PAYMENT PROGRAM — From time to time and solely at our discretion, we may allow you to skip or not make a payment for a month (or a one month "equivalent"), provided that you meet certain established criteria for the Skip-A-Payment program. By participating in our Skip-A-Payment program, you agree and understand that: (i) although no late charges or other penalties will be imposed for failure to make the payment being deferred, interest will continue to accrue on your outstanding balance of the loan at the agreed rate (which will result in higher interest charges than if you made your payment as originally scheduled); (ii) the deferred payment will extend the term of your loan beyond the original maturity date (which will result in you having to make payments after your loan would otherwise have been paid off); and (iii) you will be required to resume your regularly scheduled payments the following month. A fee may apply for each qualified Skip-A-Payment. Please note that any life, disability, debt protection, GAP coverage, or other insurance contracts will not extend beyond the original maturity date identified in those contracts as a result of your participation in the Skip-A-Payment program.

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 the address listed on your statement.

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** [or electronically]. 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** [or electronically] at the address listed on your statement.

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.