

# First Technology Federal Credit Union Platinum VISA® Card Agreement and Federal Truth-in-Lending Disclosure Statement

Effective: June 1, 2012

In this Platinum Visa® Card Agreement and Federal Truth-in-Lending Disclosure Statement “Agreement and Disclosure Statement” the words “I,” “me,” “my” and “mine” mean each and all of those who apply for or use the First Technology Federal Credit Union Platinum Visa Card. “Credit Union,” “you,” “your” and “yours” mean First Technology Federal Credit Union. “Card” means the Platinum Visa Card issued to me and any duplicates and/or renewals you may issue. “Account” means my Platinum Visa Card Account with you.

By requesting and receiving, signing, using or permitting others to use the Card and/or Account issued to me by you, I agree to be bound by the terms and conditions as set forth herein and any amendments thereto.

NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE ANNUAL PERCENTAGE RATE.

**AUTHORIZATION AND PAYMENT:** I authorize you to pay and charge my Account for all Purchases and Cash Advances made or obtained by me or anyone I authorize to use my Card or Account. I will be obligated to pay all such Purchases and Cash Advances charged to my Account whether resulting from: (1) actual use of my Card or Convenience Checks; (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card; or (3) any other circumstance where I authorize a charge, or authorize someone else to make a charge, to my Account (collectively, “authorized charges”). I promise to pay you or to your order in U.S. Dollars with an instrument(s) drawn on a financial institution in the United States at your office or at the address set forth on my periodic statement, all authorized charges on the terms and at the rates set forth herein, plus any interest charges and finance charges assessed on my Account and any other charges and fees which I may owe you under the terms of this Agreement and Disclosure Statement. Payments will continue until I have paid in full the unpaid balance, accrued interest charges, and all collection-related charges, and any other fees and charges.

**INTEREST CHARGES:** Interest charges reflect the cost of credit. The interest charge for my billing cycle will include three (3) components: (1) interest charges for purchases; (2) interest charges for cash advances; and (3) interest charges for balance transfers.

1. Interest rate for Purchases: The first (1st) component of the total interest charge is the interest charge on Purchases. The interest charge on Purchases includes the interest charge on foreign transaction fees. The interest rate used to determine the interest charge for Purchases will be determined as follows:

TIER 1: For Tier 1 accounts, the interest rate for Purchases is determined by adding 4.00% to the Prime Rate in effect as of each Adjustment Date. For Tier 1 accounts, the ANNUAL PERCENTAGE RATE for Purchases will never be greater than 18.00%, the maximum rate allowed by law.

TIER 2: For Tier 2 accounts, the interest rate for Purchases is determined by adding 7.25% to the Prime Rate in effect as of each Adjustment Date. For Tier 2 accounts, the ANNUAL PERCENTAGE RATE for Purchases will never be greater than 18.00%, the maximum rate allowed by law.

TIER 3: For Tier 3 accounts, the interest rate for Purchases is determined by adding 10.50% to the Prime Rate in effect as of each Adjustment Date. For Tier 3 accounts, the ANNUAL PERCENTAGE RATE for Purchases will never be greater than 18.00%, the maximum rate allowed by law.

TIER 4: For Tier 4 accounts, the interest rate for Purchases is determined by adding 12.75% to the Prime Rate in effect as of each Adjustment Date. For Tier 4 accounts, the ANNUAL PERCENTAGE RATE for Purchases will never be greater than 18.00%, the maximum rate allowed by law.

2. Interest rate for Cash Advances: The second (2nd) component of the total interest charge is the interest charge on Cash Advances. The interest rate used to determine the interest charge for Cash Advances will be determined as follows:

TIER 1: For Tier 1 accounts, the interest rate for Cash Advances is determined by adding 5.00% to the Prime Rate in effect as of each Adjustment Date. For Tier 1 accounts, the ANNUAL PERCENTAGE RATE for Cash Advances will never be greater than 18.00%, the maximum rate allowed by law.

TIER 2: For Tier 2 accounts, the interest rate for Cash Advances is determined by adding 8.25% to the Prime Rate in effect as of each Adjustment Date. For Tier 2 accounts, the ANNUAL PERCENTAGE RATE for Cash Advances will never be greater than 18.00%, the maximum rate allowed by law.

TIER 3: For Tier 3 accounts, the interest rate for Cash Advances is determined by adding 11.50% to the Prime Rate in effect as of each Adjustment Date. For Tier 3 accounts, the ANNUAL PERCENTAGE RATE for Cash Advances will never be greater than 18.00%, the maximum rate allowed by law.

TIER 4: For Tier 4 accounts, the interest rate for Cash Advances is determined by adding 13.75% to the Prime Rate in effect as of each Adjustment Date. For Tier 4 accounts, the ANNUAL PERCENTAGE RATE for Cash Advances will never be greater than 18.00%, the maximum rate allowed by law.

3. Interest rate for Balance Transfers: The third (3rd) component of the total interest charge is the interest charge on Balance Transfers. The interest rate used to determine the interest charge for Balance Transfers will be determined as follows:

TIER 1: For Tier 1 accounts, the interest rate for Balance Transfers is determined by adding 4.00% to the Prime Rate in effect as of each Adjustment Date. For Tier 1 accounts, the ANNUAL PERCENTAGE RATE for Balance Transfers will never be greater than 18.00%, the maximum rate allowed by law.

TIER 2: For Tier 2 accounts, the interest rate for Balance Transfers is determined by adding 7.25% to the Prime Rate in effect as of each Adjustment Date. For Tier 2 accounts, the ANNUAL PERCENTAGE RATE for Balance Transfers will never be greater than 18.00%, the maximum rate allowed by law.

TIER 3: For Tier 3 accounts, the interest rate for Balance Transfers is determined by adding 10.50% to the Prime Rate in effect as of each Adjustment Date. For Tier 3 accounts, the ANNUAL PERCENTAGE RATE for Balance Transfers will never be greater than 18.00%, the maximum rate allowed by law.

TIER 4: For Tier 4 accounts, the interest rate for Balance Transfers is determined by adding 12.75% to the Prime Rate in effect as of each Adjustment Date. For Tier 4 accounts, the ANNUAL PERCENTAGE RATE for Balance Transfers will never be greater than 18.00%, the maximum rate allowed by law.

**INTRODUCTORY AND PROMOTIONAL RATES:** You may, at your option, offer me for a limited time introductory or promotional rates for all or part of the new Purchase, Advance or Balance Transfers posted to my Account. You will tell me in the Offer Materials the introductory or promotional rate and the period of the time, during which that rate will be in effect and any conditions or requirements of the offer. Unless the Offer Materials state otherwise, an introductory or promotional rate will remain in effect until the last day of the billing cycle in which the introductory or promotional rate expires. Any introductory or promotional rate that applies to new or outstanding Account balances will increase to the standard rate that would otherwise apply.

**DETERMINATION OF ANNUAL PERCENTAGE RATE:** My ANNUAL PERCENTAGE RATE is determined individually and will be based on my credit history at the time of application. My Monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE will be set forth in the Account Opening Disclosure, which is fully incorporated and becomes part of this Agreement and Disclosure Statement.

**HOW YOU DETERMINE MY ANNUAL PERCENTAGE RATE:** The ANNUAL PERCENTAGE RATE may increase or decrease during the term of this Agreement and Disclosure Statement. Any such change will be based on an increase or decrease of the “Prime Rate” as published in the Western Edition of the Wall Street Journal on the 15th of each month (or the first business day thereafter in the event the 15th falls on a non-business day) (herein “Index”). In no event will the ANNUAL PERCENTAGE RATE exceed the rate permitted to be charged by federally-chartered Credit Unions. In the event the Index ceases to be published, changes in the ANNUAL PERCENTAGE RATE will be related to a comparable Index.

The ANNUAL PERCENTAGE RATE applicable to your account for Purchases, Balance Transfers and Cash Advances is set forth in the Account Opening Disclosure which is incorporated by this reference as if set forth in full. The Penalty ANNUAL PERCENTAGE RATE is also set forth in the Account Opening Disclosure which is incorporated by this reference as if set forth in full.

My ANNUAL PERCENTAGE RATE is subject to change every month on the day following my “Statement Closing Date”. These dates shall be known as “Adjustment Dates”. The Index in effect as of the 15th of the month shall be used to calculate the ANNUAL PERCENTAGE RATE change effective as of the first day of the next billing cycle in the following calendar month. For example, the Index in effect on January 15th will be used to calculate the ANNUAL PERCENTAGE RATE change effective as of the first day of the next billing cycle in February of the same year. Decreases in the ANNUAL PERCENTAGE RATE in accordance with the terms of this Agreement and Disclosure Statement are mandatory and increases in the ANNUAL PERCENTAGE

RATE are at your discretion. If the ANNUAL PERCENTAGE RATE and Monthly Periodic Rate increases or decreases, the interest charge will increase or decrease. Each change in the ANNUAL PERCENTAGE RATE and Monthly Periodic Rate will apply to any balance outstanding on the effective date of such change as well as to future purchases and cash advances. Any increase or decrease in the ANNUAL PERCENTAGE RATE may result in changes in the number of payments required to repay the unpaid balance and/or an increase in the minimum payment due.

**MONTHLY PERIODIC RATE, ANNUAL PERCENTAGE RATE AND PENALTY ANNUAL PERCENTAGE RATE:** The initial periodic rate used in calculating the interest charge is set forth in the Account Opening Disclosure, which is incorporated by this reference as if set forth in full. The interest charge for each billing cycle will be calculated by applying the periodic rate to the Average Daily Balance (described below) for my account. The Monthly Periodic Rate is determined by dividing the ANNUAL PERCENTAGE RATE by 12 and will change when the ANNUAL PERCENTAGE RATE changes. Any changes to the ANNUAL PERCENTAGE RATE will be reflected on my periodic statement.

**CHANGE OF TERMS:** Account and agreement terms are not guaranteed for any period of time. I understand and agree that you may amend, modify, add to, or delete from this Agreement and Disclosure Statement any of its terms and conditions, including financial terms such as the method of application and the amount of any interest charge, Transaction Fee, or other finance charge, ANNUAL PERCENTAGE RATE, monthly periodic rate, and/or fee in accordance with applicable laws. If required by applicable law, you will mail a notice of the change to me at my last known address. I also understand that in the event of a significant change, as defined under the Federal Truth in Lending Act/ Regulation Z, any such notice will be mailed at least forty-five (45) days prior to the effective date of the significant change as required by applicable law. If you are required by applicable law to provide me a right to reject significant changes to this Agreement and Disclosure Statement prior to the effective date of such changes, you will provide me with an explanation of how to reject the significant changes, unless I fail to make a required minimum payment within sixty (60) days after its due date. You may change the terms of this Agreement and Disclosure Statement based on information in my credit report, market conditions, business strategy or for any other reason. Notice of a change in terms will be provided as required by law.

**HOW TO COMPUTE THE PURCHASE BALANCE, CONSISTING OF TRANSACTIONS RELATED TO PURCHASES OF PROPERTY AND SERVICES, UPON WHICH INTEREST CHARGES ARE ASSESSED:**

To avoid incurring additional interest charges on the balance of Purchases reflected on each periodic statement and on any new Purchases appearing on my next statement, I must pay the New Balance shown on each periodic statement on or before the Payment Due Date. The interest charges for a billing cycle are computed by applying the Monthly Periodic Rate to the average daily balance of Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each balance is determined by adding to the Previous Balance of Purchases, any new Purchases and foreign transaction fees posted to my Account and subtracting any payments as received and credits as posted to my Account, but excluding any unpaid interest charges.

**HOW TO COMPUTE THE ADVANCES BALANCE (CONSISTING OF TRANSACTIONS RELATED TO CASH AND OTHER ADVANCE TRANSACTIONS) UPON WHICH PERIODIC INTEREST CHARGES ARE ASSESSED:**

The interest charges on Cash Advances begins to accrue on the date I obtain the Cash Advance or the first day of the billing cycle in which it is posted to my Account, whichever is later. The interest charges for a billing cycle are computed by applying the Monthly Periodic Rate to the average daily balance during the billing cycle, which 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 (the outstanding balance of my Account at the beginning of the billing cycle) any new Cash Advances received, and subtracting any payments as received or credits as posted to my Account, but excluding any unpaid interest charges.

This determines my total interest charges for the billing cycle. Actual interest charges will be shown on my periodic statement.

My due date is at least 21 days after the close of each billing cycle. I will not incur additional interest charges if I pay the New Balance by the due date provided that either: (1) you received payment in full of the ending balance for the previous billing cycle by the Payment Due Date disclosed in the previous billing cycle’s periodic statement; or (2) the previous billing cycle’s ending balance was \$0. If I have a grace period to pay the New Balance for any billing cycle, and do not pay the New Balance in full during this grace period, interest charges will be assessed on any portion of the New Balance not paid during the grace period using the Average Daily Balance method as explained above. The Payment Due Date disclosed on each periodic statement provided to me is the last day of my grace period for that statement’s billing cycle.

**MINIMUM PAYMENT:** Every month, I must pay at least the Minimum Payment Due by the Payment Due Date shown on my periodic statement. By separate agreement, I may authorize you to automatically transfer the Minimum Payment Due from my Credit Union share or share draft account. I may of course, pay more frequently, pay more or pay the New Balance in full, and I will reduce my interest charges by doing so. The Minimum Payment Due will be either: (a) 2% of my New Balance, or \$25.00, whichever is greater; or (b) my New Balance, if less than \$25.00.

In addition, I must pay any amount on my periodic statement listed as past due and any late charge.

I understand and agree that any payment made by me will be applied in the following order: (a) unpaid fees and charges, if any; (b) unpaid interest charges due on both purchases and cash advances; (c) outstanding principal balances of cash advances and purchases previously billed; and (d) current cash advances and purchases. If two or more transactions are posted on the same day, my payment will be applied first to the smaller of them. Payments made in excess of the minimum payment will generally be applied to balances with higher APRs first before balances with lower ones.

**SKIP PAYMENT OPTION:** At your discretion, you may occasionally offer me an opportunity to skip my obligation to make the Minimum Payment due. I may not skip payments unless you make this offer to me. I cannot accept a skip payment offer if my Account is delinquent, or is in Default. When I take advantage of a skip payment offer, the

interest will continue to accrue on the entire unpaid balance of my Account.

**ANNUAL FEE:** Each year, my Account may be subject to an Annual fee which will compensate you for maintaining and servicing my account for the following year. This fee will be charged to my Account.

**LATE PAYMENT FEE:** You may charge a Late Payment Fee to my Account in any month in which the Minimum Payment Due is not received by you by the payment due date.

**RETURNED PAYMENT FEE:** If a payment that was applied to my Account is returned to you unpaid for any reason, I will be charged a Returned Payment Fee. This fee will also apply to any payments made by automatic transfer that cannot be posted due to insufficient funds in my regular share or checking account.

**DEBT PROTECTION COVERAGE:** If credit insurance is offered on the Account and I request it, the premium will be calculated monthly by multiplying the premium rate by the outstanding balance on the Account. You will add the premium amount to the Account balance on the Billing Cycle Closing Date. The purchase of this insurance is entirely voluntary and is not required for credit approval. I acknowledge receiving a copy of the credit insurance documents which contains current rates and other information. I understand and agree that if I have requested this insurance coverage, I will be obligated to pay the premium(s) indicated on the election form which have been included as part of my payment. If I decide to cancel such insurance, I must do so in writing and I agree to pay all premiums up to the date you act on my request to cancel.

**PURCHASES AND ADVANCES:** At your discretion, you may change my Credit Line at any time. Additionally, the maximum combined daily limit for purchases and advances is \$10,000.00 or the remainder of the Credit Line, whichever is lower. I can access the full Credit Line through the use of Convenience Checks. I understand and agree that all purchases, cash advances and other transactions requested by me or anyone I have permitted to use the Card(s) and/or Account are considered authorized by me and are subject to your approval.

**OVERDRAFT PROTECTION:** This section is part of the Agreement and Disclosure Statement only if I have specifically requested and have obtained Overdraft Protection linking the Account with a designated checking account. An Overdraft Protection Advance is an advance of funds to my designated checking account from this Account that will prevent overdrafts on my checking account. I authorize you to make Overdraft Protection Advances from the Account as provided in this Agreement and Disclosure Statement. Any Overdraft Protection Advance will post and be disclosed as Cash Advance on my periodic statement and might be subject to a Cash Advance fee as disclosed on the Account Opening Disclosure. An Overdraft Protection Advance will be made only once per day and you will automatically transfer funds sufficient to cover the exact dollar amount of the overdraft. If the amount of available credit on my Card is less than the amount of the overdraft, you will not advance the amount to cover the overdraft.

If there is more than one person listed on the checking account (such as joint checking account) that I have linked for Overdraft Protection, then: (1) I will be responsible for all Overdraft Protection advances regardless of which person writes the check or engages in any other transaction (such as a debit card purchase) that causes

the overdraft; and (2) I expressly consent to you disclosing to any other person on that checking account, that the checking account is linked to this credit card account for Overdraft Protection. At your discretion, you reserve the right to cancel or suspend the Overdraft Protection service at any time for any reason and you may impose other conditions on the Overdraft Protection service.

**USING THE CARD:** To make a purchase or obtain an advance, there are two alternative procedures to be followed. One is for me to present the Card or Card number to a participating Visa plan merchant, to you or to another financial institution, and sign or otherwise authenticate or authorize a charge to my Account. The other is to complete the transaction by using my Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine or other type of electronic terminal that provides access to the Visa system.

My Card and/or Account may not be used directly or indirectly for: (1) any illegal activity or transaction; or (2) any gambling, gaming, betting or similar activity or transaction. Further, I may not utilize my Card and/or Account for the purchase of any goods or services on the Internet that involve gambling, gaming, betting or any similar transaction or activity. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips/checks or off-track betting or wagering. However, in the event that a charge described in this paragraph is approved and processed, I will still be responsible for such charge.

**ELECTRONIC FUND TRANSFER:** In the event a use of the Card or the Account number of the Card constitutes an Electronic Fund Transfer, the terms and conditions of my Electronic Fund Transfer Agreement and Disclosure with you shall govern such transactions to the extent the Electronic Fund Transfer Agreement and Disclosure expands or amends this Agreement and Disclosure Statement.

**PREPAYMENT OR IRREGULAR PAYMENTS:** Though I need only pay the Minimum Payment Due, I understand that I have the right to repay my entire Account balance at any time without penalty. I also understand and agree that I will only be charged interest charges to the date I repay my entire Account balance. I may make larger payments without penalty and this may reduce the total amount of interest charges that I will repay. If I pay more than the Minimum Payment Due in any month and there is still a balance due, I must continue to make Minimum Payments in future months. Any partial payment of my loan will not advance my next payment due date(s). I understand and agree that any payment that (a) delays or (b) accelerates the repayment of my unpaid balance will (a) increase or (b) decrease my Monthly Periodic interest charges.

**PAYMENTS BY AUTOMATIC TRANSFER:** If I request payment by automatic transfer, I understand and agree that no payment can or will be made if there are insufficient or uncollected funds in the designated deposit account to make the scheduled loan payment. Should this event occur, I understand and agree that I will not be released from making the payment. Any automatic transfer I have requested will remain in effect until I cancel it in writing or the Account balance is paid in full. You may cancel this service at your discretion; however, I understand that I am still responsible for ensuring that timely payment is made to you.

**DEFAULT:** I will be in default if: 1) I do not pay on time or in the proper amount(s); 2) I fail to live up to any of the terms of this Agreement and Disclosure Statement; 3) my creditworthiness is impaired; or 4) I die, become insolvent or am the subject of bankruptcy or receivership proceedings. In the event of any action by you to enforce this Agreement and Disclosure Statement, I agree to pay the costs thereof, reasonable attorneys’ fees, and other expenses. I understand and agree that I will be subject to interest charges (at the applicable Monthly Periodic Rate), late charges, collection costs, reasonable attorneys’ fees and court costs under the terms disclosed in this Agreement and Disclosure Statement, until I repay my entire Account balance.

**SUSPENSION/REVOCAION OF CREDIT PRIVILEGES AND ACCELERATION:** Upon my default, I understand and agree that you have the right to temporarily or permanently suspend or terminate any and all Account and Card privileges and/or you may demand immediate payment of the unpaid balance, including interest charges, late charges, your collection costs, reasonable attorney’s fees, and court costs.

**RESPONSIBILITY:** I agree to repay you according to the terms of this Agreement and Disclosure Statement for all purchases, advances, interest charges, late charges and any other fees and charges if any, arising from the use of the Account by me or any other person I permit to use the Account, even if that person exceeds my permission. I cannot disclaim responsibility by notifying you, although you will close the Account if I so request and I will return all Cards to you. My obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment to which you are not a party may direct me or one of the other persons responsible to pay the Account. Any person using the Account and/or Card is jointly and severally responsible with me for charges he or she makes, but if that person signs the Card he or she becomes a party to this Agreement and Disclosure Statement and is also responsible for all charges on the Account, including mine.

**UNAUTHORIZED USE:** I may be liable for the unauthorized use of the Card and/or the Account. I will not be liable for unauthorized use that occurs after I provide notification by calling 855.855.8805, or when you receive notice in writing at PO Box 2100, Beaverton, OR 97075-2100, of the loss, theft or possible unauthorized use. In any case, my liability for unauthorized use will not exceed \$50.00. My liability may be lower in cases of Visa Credit Card fraud in accordance with current Visa U.S.A. Inc. Operating Regulations.

**TERMINATION:** You may terminate this Agreement and Disclosure Statement upon my default. Either you or I may terminate this Agreement and Disclosure Statement for other good cause. In no event shall any termination relieve me of my obligation to repay sums already borrowed, interest charges, late charges, and other fees, charges and costs, if any.

**LIEN ON SHARES:** If I have voluntarily agreed to a lien on shares in my Visa Application, I understand and agree that if I am in default, you may apply all shares (except IRA accounts) then on deposit needed by you to repay my loan.

**PLEDGE OF SHARES:** If I have signed a separate Share Pledge Agreement, I understand and agree that I am pledging, under the Uniform Commercial Code, shares now on deposit in my regular

share account(s). I understand that I must, at all times, keep a sum equal to my credit limit on deposit in my regular share account(s) until I repay my entire Account balance and the Account is terminated. I understand and agree that this security interest will cover future purchases and advances under this Agreement and Disclosure Statement. If I default, you may apply these shares to repay my loan in accordance with applicable law. I understand that the ANNUAL PERCENTAGE RATE, quoted above, does not take into account the amount pledged in my regular share account(s).

TRANSACTION SLIPS: My periodic statement will identify the merchant, electronic terminal or financial institution at which the transactions were made, but sales, cash advance, credit or other slips cannot be returned with the periodic statement. I will retain the copy of such slips furnished at the time of the transaction in order to verify my periodic statement. You may make a reasonable charge for any photocopies or slips I request.

FOREIGN TRANSACTIONS: Purchases, cash advances and credits made in foreign currencies will be billed to my Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date. Rates may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, plus a Foreign Transaction fee of one percent (1%) of the Purchase or the ATM transaction. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, I am responsible for the differences. The foreign transaction fee is a finance charge which is imposed from the date of the transaction. The foreign transaction fee will be treated as a Purchase transaction and interest will accrue on the foreign transaction fee from the date it is posted to your Account.

RETURNS AND ADJUSTMENTS: Merchants and others who honor the Account and/or Card may give credit for returns or adjustments, and they will do so by sending you a credit slip which you will post to the Account. If my credits and payments exceed what I owe you, you will hold and apply this credit balance against future purchases and cash advances, or if it is \$1.00 or more, refund it on my written request or automatically after six (6) months.

SURRENDER OF CARD(S): The Card(s) remains your property and, if you request, I must surrender to you all Card(s) you have issued on the Account.

LOST OR STOLEN CARD, NOTIFICATION AND LIABILITY: I will notify you AT ONCE if I believe that the Card, Account number, PIN or any combination of the three has been lost or stolen by immediately calling you at 855.855.8805. Telephoning is the best way of minimizing my possible losses. I understand that my total liability to you shall not exceed \$50.00 for any Account and/or Card transactions resulting from the loss, theft or other unauthorized use of the Account and/or Card that occurs prior to the time I give notice to you. Such liability does not apply when the Account and/or Card is used to make an electronic transfer.

PAYMENTS MARKED "PAID IN FULL": You may accept checks, money orders, or other types of payment marked "payment in full" or using other language to indicate full satisfaction of any indebtedness, without being bound by such language or waiving any rights under this Agreement and Disclosure Statement. Full satisfaction of indebtedness shall be accepted by you only in a written agreement, signed by an authorized representative.

DELAY IN ENFORCEMENT: You can delay enforcing any of your rights under this Agreement and Disclosure Statement without losing them.

GOVERNING LAW: I understand and agree that this Agreement and Disclosure Statement is made in California and shall be governed by the laws of the State of California to the extent that California law is not inconsistent with controlling federal law. I also understand and agree that California's choice of law rules shall not be applied if they would result in the application of non-California law.

INTEGRATED DOCUMENT(S): Any separate sheet of paper labeled "Account Opening Disclosure" which is delivered together with this form is an integrated part of the Agreement and Disclosure Statement.

MEMBERSHIP REQUIREMENT: I understand and agree that I must be and remain a member in good standing with you to be eligible for continuing Account and/or Card privileges including future purchases and advances. I understand and agree that you may suspend the Account and/or Card privileges during any period in which I do not satisfactorily maintain my membership with you.

CREDIT INFORMATION: I authorize you to investigate my credit standing when opening, renewing or reviewing the Account, and I authorize you to disclose information regarding the Account to credit bureaus and other creditors who inquire of you about my credit standing to the extent authorized by law.

CHANGE OF NAME, ADDRESS, EMPLOYMENT STATUS: My monthly statements and notices about my Account will be sent to the address I provided in my application. I understand and agree that I must report to you any change in my name, address or employment status. I must send you this information 21 days before the date a billing cycle closes in order to receive my monthly statement to my new address.

ACCURACY OF INFORMATION: The information provided in my request for credit (application) is accurate and I will notify you in writing immediately if there is a change in my financial condition. You may retain the application. I understand that it is a violation of Section 1014, Title 18, US Code to make false statements or over value security for the purpose of influencing the action of any federally-insured credit union.

AUTHORIZED USER: I agree not to allow access to my Card, Account number, convenience Checks, or personal identification number (PIN) to anyone else to use my Account, except by asking you to issue a card to grant Account access to another person. If I allow access to my Card or Account information, I will be liable for any transactions conducted by that person, unless and except as expressly required by applicable law. I agree to be responsible for all Account transactions made by anyone who I have authorized by (a) asking you to issue a Card to grant Account access to another person, (b) lending my Card to or (c) allowing Account access

by another person, or any other way in which I would be legally considered to have allowed another person to use my Account or to be legally prevented from denying that I did so. Once I allow authority to any authorized user I cannot limit that authority unless my Account is closed to future transactions. I, as a primary user, must call or write you with any request to cancel and revoke a person's authority. You will not provide any Account information to anyone other than me and any individual I authorize has no right to make any Account changes or inquiries.

COPY RECEIVED: I acknowledge receipt of a copy of this Agreement and Disclosure Statement and agree to accept its terms.

NOTICE: See the statement below for important information regarding my right to dispute billing errors.

### Additional Terms Applicable to Visa Checks:

CHECK USES: I can use the Visa Checks ("Checks" or "Check") to purchase goods and services or to obtain cash up to the amount of my Credit Limit. Use of any Check is a cash advance on my Visa Account.

LIMITATIONS: You are not required to honor a Check that will cause me to exceed my Credit Limit. You will not pay a Check if at the time the Check is presented, I am in default or you have suspended, terminated or canceled the Account. Each Check must be in the form you have issued to me. Checks may be used only by the person(s) whose name(s) is/are printed on the Check. I am responsible for all authorized use of the Checks. I may not use the Checks to pay any amount which I owe you pursuant to this Agreement and Disclosure Statement.

PERIODIC STATEMENTS: My periodic statement will show me an itemization of the Checks posted to the Account during the billing cycle. Checks paid by you will not be returned to me with my periodic statement.

RETURNED CHECK FEE: You will charge a fee of \$25.00 per returned Check, which will be billed to the Account, if my Check cannot be paid.

STOP PAYMENT: Provided such request is timely so that you shall have a reasonable opportunity to act upon it under your rules, I may order stop payment on a Check drawn on the Account, other than one that has been guaranteed. In the event of a verbal stop payment order, the order shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written stop payment orders will remain in effect only six (6) months unless renewed in writing. I have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment order. You will charge a fee of \$20.00 per Check when I place a stop payment on any Check which will be billed to the Account.

SURRENDER OF VISA CHECKS: The Checks are your property. You reserve the right to revoke them at any time. I agree to return them at your request.

### My Billing Rights: Keep This Document for Future Use

This notice tells me about my rights and your responsibilities under the Fair Credit Billing Act.

#### What To Do If I Find A Mistake On My Statement

If I think there is an error on my statement, I must write to you at:

Member Services  
PO Box 2100  
Beaverton, OR 97075-2100

In my letter, give you the following information:

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

I must contact you:

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

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

#### What Will Happen After You Receive My Letter

When you receive my letter, you must do two things:

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

While you investigate whether or not there has been an error:

- You cannot try to collect the amount in question or report me as delinquent on that amount.
- The charge in question may remain on my statement, and you may continue to charge me interest on that amount.
- While I do not have to pay the amount in question, I am responsible for the remainder of my balance.
- You can apply any unpaid amount against my credit limit.

After you finish your investigation, one of two things will happen:

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

If I receive your explanation but still believe my bill is wrong, I must write to you within 10 days telling you that I still refuse to pay. If I do so, you cannot report me as delinquent without also reporting that I am questioning my bill. You must tell me the name of anyone to whom you reported me as delinquent, and you must let those organizations know when the matter has been settled between us.

If you do not follow all of the rules above, I do not have to pay the first \$50 of the amount I question even if my bill is correct.

#### My Rights If I Am Dissatisfied With My Credit Card Purchases

If I am dissatisfied with the goods or services that I have purchased with my credit card, and I have tried in good faith to correct the problem with the merchant, I 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 my home state or within 100 miles of my current mailing address and the purchase price must have been more than \$50. (Note: Neither of these are necessary if my purchase was based on an advertisement you mailed to me, or if you own the company that sold me the goods or services.)
2. I must have used my credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses my credit card account do not qualify.
3. I must not yet have fully paid for the purchase.

If all of the criteria above are met and I am still dissatisfied with the purchase, I may contact you in writing at:

Member Services  
PO Box 2100  
Beaverton, OR 97075-2100

While you investigate, the same rules apply to the disputed amount as discussed previously. After you finish your investigation, you will tell me your decision. At that point, if you think I owe an amount and I do not pay, you may report me as delinquent.

### State Law Disclosures

State Laws Require the Following Disclosures:

NEW YORK RESIDENTS: The Credit Union may at any time in the future obtain consumer reports to review my Account. Upon request, the Credit Union must supply the name and address of the consumer reporting agency which gave the consumer report.

WISCONSIN RESIDENTS: Wisconsin law provides that any agreement, unilateral statement or court decrees relating to marital property may not adversely affect a creditor's interest, unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or decrees, or has actual knowledge of the adverse provision.

Questions concerning your Visa Account with First Technology Federal Credit Union can be directed to the Card Services Department, PO Box 2100, Beaverton, OR 97075-2100 or by calling 855.855.8805, Monday - Friday, 6am to 6pm, Pacific Time.



## First Technology Federal Credit Union Platinum VISA® Card Agreement and Federal Truth-in-Lending Disclosure Statement

Effective: June 1, 2012



855.855.8805 | firsttechfed.com

Federally insured by NCUA.

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