Your Billing Rights

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 to us a 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 doing so will not preserve your rights.

In your letter, give us the following information:

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

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any item you think is incorrect. 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 that we made a mistake on your bill, you will not have to pay any finance charges related to the questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within 10 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 reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

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

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: [a] 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 [b] The purchase price must have been more than $50.

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

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VISA Gold®

NAPUS Federal Credit Union
Credit Card Agreement

Notice: See inside for important information regarding your rights to dispute billing errors.

By signing or using this card, you acknowledge receipt of, and agree to be bound by, the issuers terms and conditions. In this agreement, the words *you* and *your* mean each and all of those who apply for the credit card or who sign this Agreement. *Card* means the VISA credit card and any duplicates and renewals we issue. *Account* means your VISA Credit Card Line of Credit account with us. ***We***, *us*, and *ours* mean this Credit Union.

1. **Responsibility**. If we issue you a card, you agree to repay all debts and the FINANCE CHARGE arising from the use of the card and the card accounts. You are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the card and any permitted user, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and you return all cards. 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.

2. **Lost Card Notification**. If you believe the Card has been lost or stolen, you will immediately call the Credit Union at 1-866-209-4164 and advise the representative of the loss so no further transactions can be approved on your card.

3. **Liability for Unauthorized Use**. You have no liability to the Credit Union for any card transactions resulting from the loss, theft or unauthorized use of the Card that occurs prior to the time you give notice to the Credit Union. Such liability does not apply when the Card is used to make an electronic funds transfer.

4. **Credit Line**. If we approve your application, we will establish a self-replenishing Line of Credit (also referred to as Credit Line) for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your credit line only by written application to us, which must be

approved by our credit committee or a loan officer. By giving us your written notice our credit committee may reduce your Credit Line from time to time, or with good cause, revoke your card and terminate the Agreement. Good cause includes your 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 you or us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of this Agreement.

5. Credit Information. You authorize us to investigate your credit standing and obtain your credit report 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 by our By-Laws.

6. Monthly payments. We will mail you a statement every month showing your Previous Balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the New Balances of purchases and cash advances, the Total New Balance, the FINANCE CHARGE due to date, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce the FINANCE CHARGE by doing so. The Minimum Payment will be either [a] 3% of your Total New Balance, or $25, whichever is greater, or [b] your Total New Balance, if it is less than $25 plus [c] any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. If any amount is Past Due, that amount must be paid in addition to your minimum monthly payment. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess on our demand. We reserve the right to determine the order of allocation for all payments.

7. Finance Charges. You can avoid FINANCE CHARGE (interest) on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and subsequent purchases from date they are posted to your account will be subject to FINANCE CHARGE from the date they are posted to your account. FINANCE CHARGE on purchases is calculated on the average daily balances of purchases in the account. FINANCE CHARGE on cash advances is calculated on the average daily balance of cash advances in the account.* The principal balances of purchases and cash advances are 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 and debit adjustments we 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 balances for purchases and cash advances to which the periodic rate is then applied.

*For current rates, refer to your monthly statement or call the Credit Union at 1-800-336-0284.

8. Default. You will be in default if you fail to make any Minimum Payment within 25 days after your monthly statement closing date. 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 our security interest materially declines. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorneys' fees.

9. Using the Card. To make a purchase or cash advance, present the card to a participating VISA plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which will be imprinted with your card. The monthly statement will identify the merchant or financial institution at which transactions are made, but sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you may request.

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 refund it on your written request if it is $1 or more.

11. Foreign Transactions. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. Effective April 2, 2005, 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, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the central processing date.

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 and: [a] your purchase was made in response to an advertisement we sent or participated in sending you; or [b] your purchase cost more than $50 and was made from a plan merchant in your state or within 100 miles of your home. You must resolve any other disputes 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 off through our application of your payments in the manner described, in paragraph 6. You also pledge, as security for what you owe, all present and future shares and/or deposits in your individual and joint credit union accounts. The credit union has the right to apply all your present and future shares and/or deposits toward the amount you owe if you are in default. Share and/or deposits in an Individual Retirement Account or Keogh Plan Account are not subject to any right of setoff to your pledge of shares and/or deposits. All collateral securing one loan will secure any and all of your indebtedness or obligations (with the exception of loans secured by real estate) to the Credit Union, which includes debts incurred by credit cards and all existing and hereafter created loans.

14. Replacement cards: There may be a fee for replacement cards unless they are reported lost or stolen.

15. For Fee and Rate information please refer to the insert.

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 may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions.