OnPoint®
COMMUNITY CREDIT UNION

Visa Credit Card Agreement

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1. INTRODUCTION.
This VISA Credit Card Agreement (Agreement) and the Account Disclosures accompanying this Agreement will govern your Platinum VISA or Platinum VISA with Rewards account issued by OnPoint Community Credit Union. In this Agreement the words "you," "your," "yours," "applicant," and "Borrowers" mean any person who signs the application for this Account, any joint obligor, guarantor, authorized user, or the person whose name is embossed on the Card. The words "we," "our," and "OnPoint" means OnPoint Community Credit Union. The word "Card" means any one or more credit cards issued under OnPoint's Platinum VISA or Platinum VISA with Rewards program. Except as otherwise specified in this Agreement, all terms and conditions of this Agreement apply to any Card issued under any of the above-referenced programs. **If you sign a written or online application for this Account or sign or use any Card or PIN, or allow others to use the Card or PIN, you and they will have accepted this Agreement just as if you and they signed it, and you and they, jointly and severally, will be bound by the following terms and conditions which will govern this Account.**

2. ACCOUNT ACCESS.
A. Purchases and Cash Advances. You must sign the Card to use it. Once you have signed the Card, you can use it to make purchase, cash advance and balance transfer transactions up to the full amount of your credit line. You may use your Account to get cash advances from OnPoint. You may also use your Card to get a cash advance from participating financial institutions or automated teller machines (ATMs). You may use your Card to purchase goods and services any place your Card is honored by participating merchants. No purchase amount may exceed the available funds in your account. Only credit card balance transfers you make from another institution will be permitted and treated as a cash advance. OnPoint reserves the right to refuse any transaction that would draw upon insufficient funds.

B. VISA Convenience Checks. If we approve, you may obtain advances under your Account by writing preprinted VISA convenience loan checks that we supply to you. Your use of loan checks will be shown as cash advances on your monthly statement. We may not honor your loan check if: your check is post-dated; payment of the check would exceed your credit limit; a check is signed by a person without authorized access; the amount of the check is less than the minimum required amount; your Account has been terminated or suspended, or any drafts have been reported lost or stolen. You may stop payment on a loan check if you provide OnPoint with the exact information describing the check. If you give OnPoint incorrect information, we will not be responsible for failing to stop payment. You understand there may be a charge for each stop payment order requested. Our liability for a wrongful dishonor is limited to your actual charges, however, a dishonor for the reasons stated above is not a wrongful dishonor. Only the person whose name is printed on a convenience check may sign it. All convenience checks must be written in U.S. dollars. We will not certify a convenience check. You may write these checks for any amount providing your total outstanding balance does not exceed your available credit limit and your credit card remains in good standing. We are entitled to return it unpaid if there is not enough available credit on your account to pay it, if you are in default under this Agreement, if your card or convenience checks have been reported lost or stolen, or if the convenience check is post-dated. Over-limit fees will be charged as applicable. A VISA convenience check may not be used to make a payment on your Account. OnPoint shall have no liability for any convenience check returned in excess of your credit line.

C. Overdraft Advances. In the event we have approved overdraft protection for you, for any overdrafts on a savings or checking account of yours, we will treat the overdraft as a request for a cash advance on your credit line and we will transfer this amount to your overdrawn account. For purposes of this Agreement, an overdraft advance will be treated as a cash advance.

3. YOU PROMISE TO PAY.

You promise to pay OnPoint all such amounts, plus any Interest Charges, which arise from use of the Card or Account by you or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and you received no benefit from the use. You promise to pay OnPoint either by direct payment or by automatic transfers from savings or checking.

4. CREDIT LINE.

This Agreement will constitute a revolving line of credit for an amount, which will be the credit line under your Account. You may access your credit line through Card purchases, cash advances at participating merchants and loan checks. We will advise you of the amount of your credit line on your statement. That amount will be the maximum amount you may have outstanding at any one time. You agree not to attempt to obtain more credit than the amount of your credit line. We retain the right to increase or decrease your credit line at any time for any reason. Any increase or reduction on the limit of your credit line will be shown on your monthly statement

or by separate notice together with any changes in the applicable minimum monthly payments. Your eligibility for this credit line is determined by our loan policy and may be terminated at our sole discretion, without demand or notice. You may close your credit line at any time by notifying OnPoint in writing and returning all Cards cut in half. If you terminate this Agreement or if we terminate or suspend your credit privileges, the provisions of this Agreement and your liability hereunder shall otherwise remain in full force and effect until you have paid OnPoint all sums due OnPoint under this Agreement and returned all Cards.

5. MINIMUM MONTHLY PAYMENT.

You agree that you will pay each month not less than the minimum monthly payment on or before the scheduled monthly due date. The minimum monthly payment will be 2% of your outstanding balance ("New Balance") or $10.00, whichever is greater. If your outstanding balance is $10.00 or less, you agree to pay the balance in full. The total minimum payment due each month is the minimum monthly payment, any amounts past due and any overlimit amounts. You may pay in full for all your purchases and cash advances each month, or you may repay in monthly installments. We can accept late payments or partial payments, or checks, drafts, or money orders marked "payment in full" without prejudice to our rights under this Agreement, which are hereby explicitly reserved. A credit posting from a merchant or reversal of fees do not constitute a minimum monthly payment. Your payments may be allocated at the Credit Union's discretion to pay off lower rate balances, such as promotional offers, before higher rate balances, such as cash advances or purchases. Payments in excess of the minimum payment will be allocated first to higher rate balances, as applicable. From time to time, we may allow you to skip your minimum monthly payment due. If you choose to skip that payment, Interest Charges will continue to accrue in accordance with this Agreement. Payments received at: OnPoint Community Credit Union, PO Box 31112, Tampa, FL 33631-3279 at or before 5:00 PM Eastern Time on any business day will be credited to your Account as of that date; payments received by mail at that address after 5:00 PM Eastern Time, on a weekend or federal holiday will be posted to your Account as of the next business day. Payment crediting to your Account may be delayed up to five days if your payment is received by mail at any other address or not accompanied by the remittance portion of your Account statement.

6. SECURITY INTEREST.

You grant OnPoint a security interest under the Oregon Uniform Commercial Code in any goods purchased with your Card. **You agree that all collateral you have given OnPoint to secure other open-end consumer loan obligations (except dwelling-secured loans), in the past and in the future, will secure your obligations under this Agreement.** In addition, by signing the Card Application, you have given OnPoint a security interest in all your deposits, present and future, and all accounts (except Individual Retirement Accounts) with OnPoint. You agree, upon default, OnPoint may apply all that is secured to pay any amounts due under this Agreement, without further notice to you. You also agree that cross-collateralization is a condition of receiving your card.

7. MONTHLY STATEMENTS.

Each month we will send you a statement showing purchases, cash advances, payments, and credits made to your Account during the billing cycle, as well as your "New Balance," any Interest Charge and any late charge or other charges. Your statement also will identify the minimum monthly payment you must make for that billing period and the date it is due. You agree to retain for statement verification copies of transaction slips resulting from each purchase, each advance, and other transactions on your Account. Unless you notify OnPoint of a billing error as described below, you accept your monthly statement as an accurate statement of your Account with OnPoint.

8. CIRCUMSTANCES UNDER WHICH AN INTEREST CHARGE WILL BE IMPOSED.

The total outstanding balance of purchases and cash advances in the Account on the closing date of a billing cycle, including any fees and Interest Charges will be shown on the Periodic Statement for that billing cycle as the "New Balance."

A. Cash Advances and Balance Transfers. An Interest Charge will be imposed on cash advances (including balance transfers, convenience check advances and overdraft advances) from the date each cash advance is made or the first date of the billing cycle in which the cash advance is posted, whichever is later, until such advances are paid. There is no time period within which to pay to avoid a periodic Interest Charge on cash advances, including balance transfers and convenience check cash advances.

B. Purchases. An Interest Charge will be imposed on the portion of purchases included in the new balance that remains unpaid 25 days after the closing date. This "grace period" allows you to avoid an Interest Charge on purchases for a billing cycle. However, to the extent you do not pay your purchase transactions from the previous billing cycle within the grace period, your Interest Charge will accrue from the date purchases are posted to your account.

9. METHOD USED TO DETERMINE THE BALANCE ON WHICH THE INTEREST CHARGE MAY BE COMPUTED AND AMOUNT OF INTEREST CHARGE.

We figure the Interest Charge on your Account by applying the Periodic Rate to the "Average Daily Balance" of the account including current purchases and cash advances for your Account. To get the "Average Daily Balance" we take the beginning purchase and cash advance balances of your Account each day, add any new purchases and cash advances and subtract any payments or credits, unpaid Interest Charges and unpaid late charges. The Interest Charge is determined by multiplying the average daily balance by the number of days in the billing cycle and applying the Periodic Rate to that amount. No Interest Charge is imposed on purchases to the extent payments and credits for purchases are made within 25 days of the closing date of the previous billing cycle. The "Total Interest Charge" shown on your monthly statement consists of the periodic Interest Charge on purchases and the periodic Interest Charge on cash advances.

10. PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE (VARIABLE).

A. Standard Rates. To obtain the Periodic Rate, we divide the Annual Percentage Rate by 365. The Annual Percentage Rate may change as of the first day of each billing cycle, based on an index which is The Wall Street Journal Western Edition Prime Rate as of the 10th day of the month (or next business day if the 10th falls on a weekend), plus a margin. If the Prime Rate changes on the 10th day of the month, the change will be effective on the 1st day of your next billing cycle following the change. The margin for your Account depends on your credit profile and will be set forth in the Account Disclosure that is provided when your Account is opened, and is incorporated in this Agreement.

B. Introductory or Promotional Rates. At our discretion, we may offer you an introductory or promotional Annual Percentage Rate for your Account. Any introductory or promotional Annual Percentage Rate will be subject to the terms of the offer and this Agreement. We will provide you with information on the offer, including the time period the introductory or promotional Annual Percentage Rate is in effect in the Account Disclosure when you open your Account or in other materials that we send to you about the offer after you receive your Credit Card.

C. Default Rate. In the event you are in default of this Agreement, or if you have more than one late payment in twelve (12) months, the Annual Percentage Rate on your entire outstanding balance will be increased by 3.00% above your current variable Annual Percentage Rate on the first day of the new billing cycle following the late payment or notice of default and will continue until you have six (6) months without any late or insufficient minimum payments or you satisfy the default condition.

11. CONDITIONS UNDER WHICH OTHER CHARGES MAY BE IMPOSED.

We may impose the following fees and charges on your Account:

A. Late Fee. If we do not receive your minimum payment within 3 days of the due date, we may impose a Late Fee of $25.00 (balances greater than $1000); $20 (balances $100-$1000); $10 (balances $99 or less). If you have more than one late payment in twelve (12) months, your account may be subject to a default Annual Percentage Rate as set forth above.

B. Returned Item Fee. If any check we receive from you as payment on your Account is returned to OnPoint unpaid or for any convenience check drawn on your Account that is returned unpaid, we may impose a Returned Item Fee of $25.00.

C. Card Replacement Fee. We may impose a $5.00 card replacement fee for each VISA card, which is lost, stolen, or damaged.

D. Annual Fee. There is no annual fee for use of your Card and account.

E. Miscellaneous Photocopying. If you request a copy of a sales draft or other document, we may charge your Account $2.00 per copy and $25.00 per hour. These charges cover the costs of

locating, copying, and delivering the documents to you. If a request is related to a billing error and an error is found, we will reverse any photocopying charges.

F. ATM Fees. If you use an ATM to obtain a cash advance and the ATM is not operated by OnPoint, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge may be charged to your account if you complete the transaction.

G. Attorney's Fees and Costs. If you default on any part of this Agreement, you agree to pay OnPoint all costs to collect your Account, including court costs and reasonable attorney fees and collection agency costs whether or not there is a lawsuit, and fees on any appeal and fees for bankruptcy proceedings, appeals, and any post judgment collection services, if applicable.

12. CONDITIONS OF CARD USE.
The use of your Card and Account are subject to the following conditions:

A. Ownership of Cards. Any Card or other credit instrument or device which we supply to you is our property and must be returned to OnPoint, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card for any illegal or unlawful transactions and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

B. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other credit instrument or device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

C. Currency Conversion/Foreign Transaction Fee. Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. 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 applicable central processing date. In addition, you will be charged a Foreign Transaction Fee of 1% of the transaction amount for any card transaction made in a foreign country.

D. Notices and Payments. All notices will be sent to your address as shown on your OnPoint account. You agree to advise OnPoint promptly if you change your mailing address. All payments should be mailed to OnPoint at the remittance address shown on your monthly statements. Payments received at that address will be credited to your Account as of the date received.

E. Security of Access Code. The personal identification number

(PIN) or access code that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions. If you authorize anyone to use your access code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying OnPoint and changing your access code immediately. You are responsible for any transactions made by such persons until you notify OnPoint that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and OnPoint suffers a loss, we may terminate your electronic funds transfer and account services immediately.

13. DEFAULT.
You will be in default under this Agreement if any of the following occur: (a) Any minimum monthly payment is not made when due; (b) You become insolvent, bankrupt, or you die; (c) You violate any part of this Agreement, or any other agreement with OnPoint; or (d) if we reasonably deem ourselves insecure on your credit line. We will notify you in writing of any such action as soon as practical if it occurs. Upon default, we may declare the entire unpaid balance immediately due and payable, and you agree to pay that amount plus any attorney's fees and costs including collection agency costs incurred by OnPoint. We can delay enforcing any right under this Agreement without losing that right or any other right. A negative credit report reflecting on your credit record may be submitted to a credit-reporting agency if you fail to fulfill the terms of this Agreement.

14. CREDIT INFORMATION/FINANCIAL STATEMENTS.
You authorize OnPoint to release information to others (e.g., credit bureaus, merchants, and other financial institutions) regarding the status and history of your credit line. You agree to provide OnPoint, at any time we deem necessary, with a current financial statement and updated credit information upon request. We may investigate your credit directly or through a credit reporting agency.

15. UNAUTHORIZED USE, LOSS OR THEFT OF CREDIT CARD
You agree to notify OnPoint immediately of the loss, or the theft, or the use without your permission, of any Card or other credit instrument or device, which we supply to you. You may be liable for the unauthorized use of your Card. You will need to notify: OnPoint Community Credit Union at PO Box 31112, Tampa, FL 33631-3112 or by telephone at 1-866-820-3101 orally or in writing of loss, theft, or possible unauthorized use. If you notify OnPoint of your lost or stolen Credit Card after discovery, you may not be liable for any losses related to credit transactions. This zero liability will apply provided you were not grossly negligent or fraudulent in handling your Card; otherwise your liability for unauthorized VISA Credit Card transactions shall not exceed $50.

16. YOUR CREDIT CARD BILLING RIGHTS

Keep this document for future use. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

A. 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: OnPoint Community Credit Union, P.O. Box 31112, Tampa, FL 33631-3279. In your letter, give us the following information:

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

You must contact us:

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

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

B. 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.

C. Your rights if you are dissatisfied with your credit card purchases. If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the above address. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

17. AMENDMENTS.

We reserve the right to amend the terms of this Agreement at any time as permitted by and subject to any limitations and notice requirements of applicable law.

18. GOVERNING LAW.

This Agreement will not take effect until it is approved by OnPoint. This Agreement shall be governed by the laws of the State of Oregon.

19. NOTICE AND AGREEMENT.

You understand and agree to the terms and conditions in this VISA Credit Card Agreement. You acknowledge that you have received a copy of the Agreement. This Agreement is a final expression of the agreement between you and OnPoint. This Agreement may not be contradicted by evidence of any oral agreement or alleged oral agreement and contains the terms applicable to the credit transaction.

20. REWARDS.

Features are subject to Terms and Conditions posted at www.curewards.com.

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