

TwinStar Credit Union
VISA Credit Card Application Disclosures

VISA – Rates & Fees

| INTEREST RATES AND INTEREST CHARGES | |
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| Annual Percentage Rate (APR) for Purchases | 1.9% introductory period for 6 months on Platinum; Platinum Rewards; and Classic accounts. After that your APR will be 9.0% – 11.0% based on the Visa account type and credit limit. This APR will vary with the market based on the Prime Rate. |
| APR for Balance Transfers | 6.0% – 8.0% When you open your account, based on the Visa account type and credit limit. This APR will vary with the market based on the Prime Rate. |
| APR for Cash Advances | 12.0% – 14.0% When you open your account, based on the Visa account type and credit limit. The APR will vary with the market based on the Prime Rate. |
| Penalty APR | 18.0% - This APR may be applied when your minimum monthly payment is more than 60 days late. How long will the Penalty apply? If your APR is increased for this reason, the Penalty APR will apply until you make six consecutive minimum payments when due |
| How to Avoid Paying Interest on Purchases | Your due date is at least 21 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. |
| For Credit Card Tips from the Consumer Financial Protection Bureau | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore . |
| FEES | |
| Annual Fee | \$25 for Platinum Rewards VISA None for Platinum or Classic VISA |
| Transaction Fees | |
| <ul style="list-style-type: none"> • Foreign Transaction Fee | Up to 2% of the US dollar amount of the foreign transaction, minimum \$2.50 |
| Penalty Fees | |
| <ul style="list-style-type: none"> • Late Payment Fee • Returned Check Fee | \$20 \$25 |

How We Will Calculate Your Balance: We use a method called “average daily balance” (including new purchases).

Loss of Introductory APR: We may end your introductory APR and apply the Penalty APR if you make a late payment.

We reserve the right to amend the VISA Credit Card Agreement as permitted by law. The above rates and fees are current as of June 10, 2013.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement

TwinStar Credit Union
PO Box 718
OLYMPIA, WA 98507-0718
(360) 357-9911

VISA CREDIT/CHECK CARD AGREEMENT

This Agreement ("Agreement") and the Account Disclosures accompanying this Agreement will govern your VISA Credit Card Account and VISA Check Card, issued by TwinStar Credit Union ("Lender"). 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," "us," "our," and "Lender" mean TwinStar Credit Union. The word "Card" means any one or more VISA Credit/Check cards (Classic, Platinum, Platinum Rewards and Secured) issued under this Agreement. Electronic funds transfers ("EFT") are electronically initiated transfers of money through automated teller machines ("ATMs"), Point of Sale ("POS") terminals, and Check Card purchases involving your deposit accounts at the Credit Union. **If you sign an 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.**

I. VISA CREDIT CARD TERMS.

The following terms and conditions apply to the use of your Card as a Credit Card.

- 1. PURCHASES AND CASH ADVANCES.** You must sign the Card to use it. Once you have signed the Card, you can use it to buy or lease goods or services, wherever the card is honored, up to the full amount of your credit line. You may use your Account to get cash advances from us. You may also use your Card to get a cash advance from participating financial institutions or automated teller machines (ATM). You may use your Card to purchase goods and services any place your VISA Card is honored by participating merchants.
- 2. YOU PROMISE TO PAY.** You promise to pay 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 us either by direct payment, automatic transfers from shares, or payroll deduction.
- 3. CREDIT LINE.** This Agreement will constitute a revolving line of credit for an amount which will be the credit line under your Classic, Platinum, Platinum Rewards or Secured Credit Card Account or Overdraft Protection Line of Credit Account, as applicable. You may access your credit line through VISA Credit Card purchases or cash advances at participating merchants or through overdraft advances on your checking account. We will advise you of the amount of your credit line. 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. Any transaction that you initiate or authorize that will exceed your credit line may be denied or rejected by us. 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 us 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 us all sums due under this Agreement and returned all Cards.
- 4. 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 3% of your outstanding balance ("New Balance") or \$25.00, whichever is greater. If your outstanding balance is \$25.00 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: TwinStar Credit Union, PO Box 718, Olympia, WA 98507-0718 at or before 5:00 PM Pacific 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 Pacific 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.
- 5. 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 your Account. We will have the right to recover any of these goods which have not been paid for through application of your payments in the manner described in Section 5. Except for real estate loans, collateral securing other loans with the Credit Union may also be used to secure this Account. You also by signing this application, grant us a security interest in all your present and future shares and any earnings thereon as security for obligations under your Account. For Secured Card accounts, you understand that the shares for which you have given us a security interest will remain unavailable for withdrawal during the use of your Account.

6. **MONTHLY STATEMENTS.** Each month we will send you a statement showing purchases, cash advances, overdraft 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 will also 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 us of a billing error as described below, you accept your monthly statement as an accurate statement of your Account with us.
7. **CIRCUMSTANCES UNDER WHICH AN INTEREST CHARGE WILL BE IMPOSED.** The total outstanding balance of purchases, balance transfers, cash advances, and overdraft advances in the Account on the closing date of a billing cycle, including any Interest Charge will be shown on the Periodic Statement for that billing cycle as the "New Balance."
 - a. **Cash/Overdraft Advances.** An Interest Charge will be imposed on cash and overdraft advances from the date each advance is made to the date paid. There is no time period within which to pay to avoid a periodic Interest Charge on cash advances, including balance transfers or overdraft advances.
 - b. **Purchases.** An Interest Charge will be imposed on the portion of purchases included in the new balance that remains unpaid 21 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 within the grace period your Interest Charge will accrue from the date purchases are posted to your account. Interest Charges on cash/overdraft advances and balance transfers will accrue from the first day of the billing cycle in which cash advances and balance transfers are posted to your account.
8. **METHOD USED TO DETERMINE THE BALANCE ON WHICH THE INTEREST CHARGE MAY BE COMPUTED AND AMOUNT OF INTEREST CHARGE.** The Credit Union figures the Periodic Interest Charge on your VISA Credit Card Account by applying the Periodic Rate to the "Average Daily Balance" of purchases and cash advances for your Account. To get the "Average Daily Balance" we take the beginning purchase and cash advance balance of your Account each day, add any new purchases, cash and overdraft advances and subtract any payments or credits, unpaid Interest Charges and unpaid late charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide by the number of days in the billing cycle. This gives us the Average Daily balance for both purchases and cash/overdraft advances. The Interest Charge is determined by multiplying the average daily balance by the number of days in the billing cycle and applying that Periodic Rate to that amount. However, no Interest Charge is imposed on purchases to the extent payments and credits for such purchases are made within 21 days of the closing date of the previous billing cycle.
9. **An Introductory Annual Percentage Rate ("APR")** will apply to purchases that post to your VISA account through the last day of your billing cycle from 180 days of opening your account. Your billing cycle ends on the 9th of the month. After that, effective on the first day of the new billing cycle, the non Introductory APR will be applied to new and outstanding purchase balances. The introductory purchase APR is a fixed rate as follows:
 - a. Classic Accounts: 1.90% Introductory APR
 - b. Platinum Accounts: 1.90% Introductory APR
 - c. Platinum Rewards Accounts: 1.90% Introductory APR

The introductory purchase APR does not apply to balance transfers or cash/overdraft advances.

11. **PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE.** On the first day of the new billing cycle, after the introductory rate ends on Purchases, your account will be subject to the Purchase Annual Percentage Rate as stated below. Balance transfer and cash/overdraft advances on your account, as the case may be, will be subject to the Balance Transfer or Cash Advance Annual Percentage Rate as stated below from the first balance transfer or cash/overdraft advance taken against your account.

The Interest Charge imposed during the billing cycle will be determined by multiplying the Average Daily Balance by the Periodic Rate. The Annual Percentage Rate is divided by 12 to produce the monthly rate. The Annual Percentage Rate is variable based on an index which is *The Wall Street Journal*/Western Edition Prime Rate as of February 28; May 31; August 31; and November 30 of each calendar year, plus a margin. The margin added to the index is as follows:

Classic Card accounts:
 Purchases: 7.75%
 Balance Transfer: 4.75%
 Cash Advances: 10.75%

Platinum Card accounts:
 Purchases: 5.75%
 Balance Transfer: 2.75%
 Cash Advances: 8.75%

Platinum Rewards Card accounts:
 Purchases: 6.75%
 Balance Transfer: 3.75%
 Cash Advances: 9.75%

Secured Card accounts:
 Purchases: 7.75%
 Balance Transfer: 4.75%
 Cash Advances: 10.75%

The Annual Percentage Rate may change on the first billing date of the next billing cycle and any increase or decrease will affect the amount of the payment you will make. The Annual Percentage Rate will not exceed 18% or the maximum rate permitted by applicable law. The Annual Percentage Rate applicable to your account will be disclosed to you with your Card and shown on each monthly statement. The "**Total Interest Charge**" shown on your monthly statement is the sum of the periodic Interest Charge on purchases, the periodic Interest Charge on cash and overdraft advances and the periodic Interest Charge on balance transfers, if any.

12. CREDIT CARD FEES AND CHARGES. We may impose the following fees and charges on your Account:

- a. **Late Fee.** If your minimum monthly payment is more than 4 days late, your account will be assessed a late fee of \$20.00.
- b. **Research and Copying Fees.** We may charge you for each copy and an hourly research fee if you request copies of any items or documents related to your Account. If the request relates to a billing error and we determine that a billing error was made, any photocopying charges will be refunded. Refer to the Deposit Agreement and Disclosure for current photocopy and research charges.
- c. **Replacement Card Charge.** A \$5.00 charge per card will be imposed for each replacement card you request, regardless of the reason.
- d. **Annual Card Fee.** Visa Platinum Rewards cards are subject to a \$25.00 annual card fee, which will be charged at the time the card is issued and on the anniversary of the card issue month. There is no annual fee for Classic, Share Secured, or Platinum Card accounts.
- e. **Returned Check Charge.** A \$25.00 charge will be imposed for each loan payment check drawn on your account that is returned to the Credit Union, regardless of the reason.
- f. **ATM Fees.** If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.
- g. **Attorney Fees and Collection Costs.** The Credit Union may start a collection action in the county in which the Credit Union is located. You will pay the Credit Union's attorneys' fees whether or not there is a lawsuit, including attorney fees on any appeal. You also will pay any collection costs, such as repossession fees and court costs. All of these costs and expenses may be added to your present debt and an Interest Charge may be imposed on them at the highest rate applied to any of your card purchases or advances.

13. DEFAULT. You will be in default under this Agreement if any payment you make is more than 60 days late.

Upon default, we may declare the entire unpaid balance subject to repayment under the terms of this Agreement; over an amortization period of not less than 5 years; or with a minimum payment that is not higher than five (5) percent of your monthly outstanding balance ("New Balance") under the terms of this Agreement. You agree to pay that amount plus any attorney's fees and costs incurred by us. On the first day of the new billing cycle following the default, the Credit Union may increase the Annual Percentage Rate on your entire existing balance as well as any future purchases, balance transfers, or cash/overdraft advances to 18.00% or the maximum rate permitted by law. We can delay enforcing any right under this Agreement without losing that right or any other right.

13. CREDIT INFORMATION/FINANCIAL STATEMENTS. You authorize us 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 us, 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.

14. LOSS OR THEFT OF VISA CREDIT CARD. You agree to notify us immediately of the loss, or the theft, or the use without your permission, of any Card, convenience checks, or other credit instrument or device which we supply to you. You may be liable for the unauthorized use, which occurs after you notify: TwinStar Credit Union, PO Box 718, Olympia, Washington 98507, or Telephone: (360) 357-9911, orally or in writing of loss, theft, or possible unauthorized use. Please notify us of your lost or stolen Credit Card as soon as possible. You will not be liable for unauthorized transactions on your Account, provided you are not grossly negligent or fraudulent in handling your Card. In any event, your liability for unauthorized VISA Credit Card transactions will not exceed \$50.00. You and any Guarantor of this Agreement agree the liability limits in this section will not apply to your Guarantor's obligation for use of the Card, including unauthorized use of the Card.

15. BILLING ERRORS NOTICE RIGHTS.

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.

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: TwinStar Credit Union, PO Box 718, Olympia, WA 98507-0718. 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.

What Will Happen After We Receive Your Letter. When we receive your letter, we must do two things:

- a. 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.
- b. 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:

- a. We cannot try to collect the amount in question or report you as delinquent on that amount.
- b. The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- c. While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- d. We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- e. 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.
- f. 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 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.

- b. **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 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 purchase. To use this right all of the following must be true:
 - (1) a. 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.
 - b. 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.
 - c. 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.

II. VISA CHECK CARD TERMS.

The following terms and conditions apply to the use of your Card at automated teller machines ("ATMs") and for Visa Check Card purchases.

1. SERVICES.

- a. **ATMs.** You may use your Check Card and Personal Identification Number ("PIN") in automated teller machines of the Credit Union and such networks as the Credit Union designates from time to time. At the present time, you may use your Check Card to make the following transactions:
 - (1) Make deposits to your Savings or Checking accounts.
 - (2) Withdraw cash from your Savings, Checking, or Line of Credit accounts.
 - (3) Transfer funds between your Savings, Checking, or Line of Credit accounts.
 - (4) Other transactions may be offered and permitted in the future.
- b. **Check Card.** You may use your Check Card to purchase goods and services any place your Check Card is honored by participating VISA merchants. Funds to cover your Check Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request and access your share overdraft protection account, or may terminate all services under the Agreement.
- c. If the amount of money in your deposit accounts will not cover the transaction amount, we will transfer from your designated line of credit account. Any loan advances made with your Card will be governed by your VISA Credit Card and Overdraft Protection Line of Credit Agreement.

2. SERVICE LIMITATIONS.

- a. **ATM Machines.** You may withdraw up to \$500.00 or the maximum allowed at an ATM (if there are sufficient funds in your account) per day at any authorized ATM.

- b. **Check Card.** There is no limit on the number of purchase transactions you may make by Check Card during a statement period. No purchase may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds.
- 3. **SECURITY OF ACCESS CODE.** The personal identification number or access code ("access code") that is issued to you 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 use your access code, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.
- 4. **MEMBER LIABILITY.** You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, Card or access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down.

You will not be liable for Check Card purchase transactions provided you were not grossly negligent or fraudulent in handling your Check Card and you provide us with a written statement regarding your unauthorized Check Card claim. Otherwise the liability limits set forth below may apply. For all other EFT transactions, including ATM transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Your liability for unauthorized loan transactions through an EFT service is \$50.00.

Also, if your statement shows EFT transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (1) for unauthorized Check Card purchase transactions—up to the limits set forth above and (2) for all other unauthorized EFT transactions—up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Check Card has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call:

(360) 357-9911

Or write:

TwinStar Credit Union
PO Box 718
Olympia, WA 98507-0718

- 5. **BUSINESS DAYS.** Our business days are Monday through Friday. Holidays are not included.
- 6. **CHECK CARD FEES AND CHARGES.**
 - a. **Research and Copying Fees.** We may charge you for each copy and an hourly research fee if you request copies of any item or document related to your Account. If the request relates to a billing error and we determine that a billing error was made, any photocopying charges will be refunded. Refer to the Deposit Agreement and Disclosure for current photocopy and research charges.
 - b. **Replacement Card.** A \$5.00 fee will be assessed for any replacement card you order.
- 7. **RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS.**
 - a. **Periodic Statements.** Transfers, withdrawals, and purchases transacted with your Card will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
 - b. **Terminal Receipt.** You get a receipt at the time you make a transaction using an ATM.
- 8. **ACCOUNT INFORMATION DISCLOSURE.** We will disclose information to third parties about your account or the transfers you make:
 - a. As necessary to complete transfers;
 - b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
 - c. To comply with government agency or court orders;
 - d. If you give us your written permission.

- 9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:
- a. If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your line of credit.
 - b. If you used the wrong access code or you used an access code or Check Card in an incorrect manner.
 - c. If the ATM where you are making the transfer does not have enough cash.
 - d. If the ATM or POS terminal was not working properly and you knew about the problem when you started the transaction.
 - e. If circumstances beyond our control (such as fire, flood, earthquake or power failure) prevent the transaction.
 - f. If the money in your account is subject to legal process or other claim.
 - g. If your account is frozen because of a delinquent loan.
 - h. If the error was caused by a system of any participating ATM network.
 - i. If there are other exceptions as established by the Credit Union.
 - j. The ATM or POS terminal may retain your Check Card in certain instances, in which event you may contact the Credit Union about its replacement.
- 10. TERMINATION OF EFT SERVICES.** You agree that we may terminate this agreement and your use of your Check Card if you or any authorized user of your access code breach this or any other agreement with us, or we have reason to believe that there has been an unauthorized use of your access code or Check Card.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

- 11. BILLING ERRORS.** In case of errors or questions about your electronic transfers, telephone us at the phone number or write us at the address set forth above as soon as you can. We must hear from you not later than sixty (60) days after we sent the first statement on which the problem appears.
- a. Tell us your name and account number.
 - b. Describe the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - c. Tell us the dollar amount of the suspected error.
 - d. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.
 - e. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days (five (5) business days for VISA Check Card purchase transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.
 - f. If we decide after our investigation that an error did not occur, we will deliver or mail you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) we relied upon to conclude that the error did not occur.

III. GENERAL TERMS AND CONDITIONS.

The use of your VISA Credit/Check Card is subject to the following terms and conditions:

1. CONDITIONS OF CARD USE.

- a. **Ownership and use of Cards.** Any Card or other credit instrument or device which we supply to you is our property and must be returned to us, 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.

- 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.
- e. **Currency Conversion.** Purchases and cash advances made in foreign countries and foreign currencies 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 assessed an International Transaction Fee of 2.00% of the transaction amount or a minimum of \$2.50 for any card purchase or cash advance made in a foreign country.
- d. **Notices and Payments.** All notices will be sent to your address as shown in the application. You agree to advise us promptly if you change your mailing address. All payments should be mailed to us 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.
- 2. **INDEMNITY.** If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require a bond or other protection. As example of the kind of protection asked for would be your promise to defend the Credit Union against any claims and pay all legal fees and costs associated with the defense.
- 3. **WAIVER.** Any waiver of any term or condition stated in this Agreement must be in writing or signed by an officer of the Credit Union and shall not be considered as a waiver of any future or other obligation or right.
- 4. **SEVERABILITY.** In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.
- 5. **GOVERNING LAW.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Washington and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.
- 6. **ENFORCEMENT.** In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.
- 7. **ATM SAFETY NOTICE.** The following information is a list of safety precautions regarding the use of your Card at ATMs
 - a. Be aware of your surroundings, particularly at night.
 - b. Consider having someone accompany you when the ATM is used after dark.
 - c. If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
 - d. Refrain from displaying your cash at the ATM. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
 - e. If you notice anything suspicious at the ATM, consider using another ATM or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
 - f. If you are followed after making a transaction, go to the nearest public area where people are located.
 - g. Do not write your access code on your Card.
 - h. Report all crimes to law enforcement officials immediately.
- 8. **AMENDMENTS.** The Credit Union reserves the right to change the terms and conditions of this Agreement at any time as permitted by and subject to any limitations and notice requirements of applicable law.
- 9. **ILLEGAL USE OF CARD.** You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.