

**VISA® SELECT PLUS HYBRID SECURED CREDIT CARD AND VISA SELECT PLUS HYBRID PREPAID CARD
AGREEMENT AND FEDERAL TRUTH-IN-LENDING DISCLOSURE**

This Customer Agreement and Federal Truth-in-Lending Disclosure ("Agreement") contains the terms for the **VISA SELECT PLUS HYBRID SECURED CREDIT CARD (Credit Card) AND VISA SELECT PLUS HYBRID PREPAID CARD (Prepaid Card)** (individually, a "Card" and collectively, the "Cards") issued to you by Kinecta Federal Credit Union (Credit Union).

By activating and/or using these Cards, you agree to the terms of this Agreement, including the Schedule of Fees and Transaction Limits.

Your Card(s) are governed by the following documents which together comprise the Agreement:

- (1) this document;
- (2) any Privacy Notices describing our limitations on sharing information about you with others;
- (3) all disclosures and materials provided to you before or when you opened your card Accounts;
- (4) all other documents and disclosures relating to your card Accounts including those provided online; and
- (5) any future changes we make to any of the above documents.

Please read this Agreement carefully and keep it, along with any amendments, for future reference.

Definitions. "You" and "your" means the person or persons who have purchased the Credit Card and Prepaid Card. "We", "us", and "our" mean the Credit Union, and its agents, affiliates, representatives, successors, and assignees. "ACH" means the Automated Clearing House. "Business days" are 7 AM - 7 PM PST, Monday – Friday. "ATM" means an Automated Teller Machine that displays any of the logos appearing on the Credit Card and Prepaid Card. "Credit Card and Prepaid Card" means the **VISA SELECT PLUS HYBRID SECURED CREDIT CARD (Credit Card) AND VISA SELECT PLUS HYBRID PREPAID CARD (Prepaid Card)**, including any replacement or substitute cards and any cards provided to Secondary Cardholders. "Payment Network" means VISA Incorporated. "Reload Location" means a payment processor capable of loading funds to your Card. "PIN" means a Personal Identification Number. "POS" means a Point of Sale.

NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE ANNUAL PERCENTAGE (INTEREST) RATE

Your Account. Your Account consists of: a cash balance in a pooled account accessed by your Prepaid Card (the "Cash Balance"), a credit limit accessed by your Credit Card (the "Credit Balance"), and a segregated account (the "Collateral Account") used to secure repayment of the Credit Balance.

Application, Eligibility and Activation. To be eligible to use and activate the Card(s) you must meet the following requirements: You must be at least 18 years of age and able to lawfully form contracts under applicable law. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who applies for and activates a Card. You must provide certain information and supporting documentation, including your legal name, U.S. mailing address, date of birth, social security number or ITIN, telephone number and other information reasonably requested by us to identify you. You must promptly update your information when it changes. Any communication sent to you at the contact information in our records will be effective unless changed by you. The Credit Card and Prepaid Card are valid during the dates noted on the front of the cards.

This Agreement begins the first date that you or any Authorized user uses the Cards or Account (the "Effective Date"). You agree that such use will have the same legal effect as your signature on this agreement.

Prepaid Card. We may from time to time refer generally to your Prepaid Card relationship with us as an "account". The Prepaid Card may not provide the same rights to you as those available in Credit Card transactions. You will not receive any interest on the funds on the Prepaid Card. The Prepaid Card will remain the property of Kinecta, must be surrendered upon demand, and is nontransferable.

Activating your Prepaid Card. You must first activate your Prepaid Card by phone at 855-631-3033.

Loading your Prepaid Card. To access your Account, you must first add funds to the Prepaid Card Cash Balance. You may add funds to the Cash Balance, called "loading", at any time before the Account is closed. The minimum amount of each load is \$10. The maximum amount of cash value that can be added to the Cash Balance is \$10,000 per day. Log in to your Account online at www.SelectPlusHybrid.org for detailed load instructions. The maximum value of the Cash Balance is restricted to \$15,000.

You may add funds to your Prepaid Card at any Reload Location as provided in this Agreement. Reload Locations may charge you a fee for loading. You agree to comply with all requirements, fees or other restrictions as may be imposed by such Reload Locations or as disclosed to you at the time of the transaction. Reload Locations act as your agent in the transmittal of funds to us. To find the nearest Reload Location, log in to your Account online at www.SelectPlusHybrid.org or contact us at 855-631-3033. Your Prepaid Card cannot be loaded at an ATM.

We do not pay any interest on the Cash Balance. You may not make any transfers or withdrawals of funds from the Cash Balance, except as specifically described in this Agreement. No portion of the Cash Balance may be used by you to secure any loans you owe to third parties, or for any other purpose, except as specifically described in this Agreement.

Direct Deposit. You can set up a direct deposit relationship onto your Prepaid Card. Direct deposits are electronic deposits made onto your Prepaid Card through the ACH by a third party paying entity. You must enroll with the third party, using information that we will provide to you. Transfers from private personal accounts (banking accounts, PayPal accounts, etc.) and other transfers you make from personal deposit accounts are not considered direct deposits. We reserve the right to reject any direct deposit payments as part of our internal fraud policy, Anti-Money Laundering/Bank Secrecy Act or other applicable policies. If your Prepaid Card is funded by a third party, you authorize us to reverse such payments upon request of the third party.

Credit Card Credit Limit and Credit Availability. Your credit limit is the amount of funds you have available for use on your Credit Card ("Credit Limit"). Collateral Funds is the amount in the Collateral Account securing your Credit Card available balance. Your initial Credit Limit equals the amount of Collateral Funds when such amount first equals or exceeds \$500. Until you transfer at least \$500 from your Cash Balance to the Collateral Account, you will have no credit privileges and you will not be able to use your Credit Card.

Regardless of how much you transfer to the Collateral Account, the Credit Limit will not be more than \$10,000 or the available funds in the Collateral Account, whichever is less. The required collateral amount (Required Collateral Amount) is a minimum of \$500 which funds are held as collateral for the balance owed on your Credit Card. We are not required to allow you to authorize or allow any Purchases that would violate this limitation.

Credit Card Credit Limit Increases. Provided your Account is not in default, you may attempt to increase your Credit Limit by moving funds from the Cash Balance to the Collateral Account. Your Credit Limit increase is subject to the secured balance in your Collateral Account. Your Credit Limit will be increased by the amount of the transfer from your Cash Balance to your Collateral Account. This may be done at any time before the Account is closed. Such movement of funds from the Cash Balance to the Collateral Account can have the effect of increasing your Credit Limit by the amount of such movement of funds to the Collateral Account, up to a maximum of \$10,000.

We may decrease your Credit Limit at any time and we may notify you of such decrease by mail or through a periodic statement sent to the primary Account holder's address of record, in accordance with applicable legal requirements. If you object to any Credit Limit decrease, you must notify us immediately. You may request to increase or decrease the Credit Limit electronically, by depositing or withdrawing additional money into or from your Collateral Account to your Cash Account. If your Credit Limit is increased, you are immediately responsible for the new Credit Limit and any increase in the Account Balance even when it differs from an amount previously agreed to orally or in writing. The amount in your Collateral Account must be equal to your Credit Limit. If your Credit Limit is decreased, the amount in your Collateral Account will be transferred to the cash account.

Credit Card Balance. The Credit Card Balance is the total amount you owe us from time to time for all of your Purchases. The term Credit Card Interest Charges refers to the amount of interest due. The Balance will include Credit Card Interest Charges on Purchases, as well as the other fees and charges as described in this Agreement. Each time you or any Authorized User use the Credit Card for a Purchase, you are requesting that we make a loan for the amount of the Purchase. You are required to repay any loan we extend under the terms of this Agreement. The total amount of Purchases outstanding from time to time, including Interest Charges and other fees and charges to the Balance may not exceed the Credit Limit.

The Collateral Account. The Collateral Account is used to secure any Credit Card credit we extend for Purchases. For you to make any Purchase, the Collateral Funds in the Collateral Account must equal or exceed the sum of: (1) The Credit Balance prior to the Purchase plus any previously approved Purchases that have not yet been processed for payment (together, the "Required Collateral Amount"); and (2) the amount of the new Purchase, provided that, if required for us to authorize or process a Purchase you must move funds from the Cash Balance to the Collateral Account (assuming sufficient funds are available in the Cash Balance). If we inadvertently allow a Purchase that causes the Credit Balance to exceed the Collateral Funds in the Collateral Account, you will nevertheless be liable for repaying the Purchase and all related Interest Charges and fees. After funds are moved from your Cash Balance to your Collateral Account funds can be moved back to the Cash Balance, as long as it doesn't reduce the Collateral Account balance below \$500 or below the amount owed on the Credit Card if that amount exceeds \$500.

You may not reduce the Collateral Account balance below \$500 without closing your Credit Card. The Credit Card is a tool to build your credit and your payment history is reported to credit bureau agencies on your behalf. Any time you reduce your Collateral Account, you reduce the credit available to you which can negatively impact your credit score. **We do not pay any interest on the Collateral Account. You may not make any transfers or withdrawals of funds from the Collateral Account, except as specifically described in this Agreement.**

You hereby pledge, assign and grant us a first priority security interest in the Collateral Account and the Collateral Funds. You acknowledge that, during the term of this Agreement, you may not sell, transfer, assign, pledge or create any security interest (except the security interest created hereby) in the Collateral Account and/or the Collateral Funds. You agree to sign all applications and further documents that we may request from time to time to confirm and evidence the creation of the Collateral Agreement and our security interest in the Collateral Account and the Collateral Funds, and you appoint us your agent and attorney-in-fact to sign any such documents on your behalf. If you do not pay your outstanding Credit Balance when due you are in default under this Agreement, you authorize us to apply any or all of the Collateral Funds to repay the Credit Balance. We expressly disclaim any security interest in your other property in connection with the Credit Balance. If you default under this Agreement and we exercise our rights as a secured creditor with respect to the Collateral Account and the Collateral Funds but the Credit Balance exceeds the Collateral Funds, you are and will remain liable for the difference, plus any further Interest Charges and other fees and charges that may subsequently accrue, until the Credit Balance is paid in full.

Funds Availability. Our policy is to make loaded funds available to you generally on the day the load occurs, but not later than the next business day. Electronic direct deposits will be available on the date we receive the funds. If you need the funds from a deposit right away, you should ask us when the funds will be available. Funds availability may be delayed if there is an emergency, such as failure of computer or communications equipment, or due to an actual or potential, internal or external investigation about funds potentially tied to illicit or illegal activity or for certain other reasons.

Purchases and Card Usage. Once funds are added to the Cash Balance, you may access such funds at participating ATM locations using your Prepaid Card or use such funds to make bill payments through Visa Select Plus Hybrid bill pay feature ("Cash Access Transactions"). Additionally, the Cash Balance may be used to make monthly payments owed to us under this Agreement and to pay "Other Charges" described below including Foreign Transaction Fees on Prepaid Card or Credit Card Transactions described in this Agreement that you may owe us from time to time. These payments are not treated as Prepaid Card or Credit Card Transactions. There is no fee for making payments on your Credit Card Balance from your Cash Balance. Payments on your Credit Card are only accepted online at www.SelectPlusHybrid.org or at a Nix store location.

You may make Purchases in accordance with the current loan policies up to your Credit Limit or the Cash Account amount available on your Prepaid Card. You understand and agree that all Purchases and other transactions requested by you or anyone you have permitted to use the Card and/or Account are subject to our approval.

To make a Purchase with your Credit Card, you may present the Card or the Card number to a participating Visa Card plan merchant, to us, or to another financial institution, and sign or authorize a sales draft. You may complete a transaction or authorize a sales draft in conjunction with the Prepaid Card at participating Prepaid Card merchant, an ATM or other type of electronic terminal that provides access to the Visa Card system.

Using Your Credit Card and Prepaid Card. You may use the Cards and your Prepaid Card account to make Purchases if you have a sufficient available balance on your Prepaid Card or sufficient available Credit Limit on your Credit Card. Each time you use your Prepaid Card, you authorize us to immediately reduce the funds available on your Prepaid Card by the amount of the transaction plus applicable fees. You may not use your Cards for online gambling or any illegal transactions. Except as otherwise provided in this Agreement, you are responsible for all transactions initiated by use of the Cards.

You may use your Credit Card number or your Prepaid Card without presenting your Card (such as for an internet Purchase), and the legal effect will be the same as if you used the Card.

If you do not have enough funds loaded on your Prepaid Card or a sufficient available balance on your Credit Card you can instruct the merchant to charge a part of the Purchase to either Card and pay the remaining amount with other funds. These are called "split transactions" and some merchants do not permit them.

A "Purchase" includes a transaction using your Credit Card to purchase or lease goods or services from one who honors the Credit Card.

"Prepaid Card Transactions" include transactions where you or any Authorized User obtain cash or cash equivalents by accessing the available funds in the Cash Balance in any of the following ways: (1) a transaction at an ATM; (2) a transaction at a financial institution that draws upon (access) available funds in the Cash Balance; (3) an electronic or other transfer of funds initiated by us, at your request, payable to a third party or to an external bank account from the Cash Balance; and (4) any other method we choose to allow for obtaining cash of cash equivalents by accessing available funds in the Cash Balance. You may initiate Cash Access Transactions as soon as you receive your Prepaid Card, without transferring any funds from the Cash Balance to the Collateral Account.

Cash Transaction are transactions conducted over-the-counter, at an ATM. Combined over-the-counter and ATM Cash Transaction are limited to \$4,050 per day.

Transfer Types and Limitations

Prepaid Card Access. In accordance with this Agreement, you may use your Prepaid Card to: (i) withdraw cash from your Prepaid Card at participating ATMs and POS devices; (ii) pay for Purchases at locations that have agreed to accept the Prepaid Card; (iii) make deposits to your Prepaid Card at participating Reload Locations; and (iv) make direct deposits to your Prepaid Card through the ACH. Some of these services may not be available at all terminals or Reload Locations. Your Prepaid Card may not be used to instruct a third party entity to debit funds from your Prepaid Card through the ACH (sometimes referred to as ACH debits).

Limitations on Credit Card and Prepaid Card Activity. The Cards will be subject to certain transaction limits (inclusive of all fees and charges as applicable), as set forth on the Schedule of Fees and Transaction Limits. We reserve the right to impose additional limitations based upon our internal fraud and anti-money laundering/Bank Secrecy Act policies. Additional transaction limitations and fees may be imposed by an ATM or POS network, an ATM operator or a merchant.

Shortages. You are not allowed to exceed the Credit Limit on your Credit Card and the Account Balance Prepaid Card. Nevertheless, if a transaction(s) exceeds the Credit Limit available on either your Credit Card or the Account Balance on your Prepaid Card (a "Shortage") you will be fully and immediately liable to us for the amount of the transaction and any applicable fees. You agree to immediately pay us for the Shortage and any applicable fees. If you ever owe us any amount under this Agreement, we have the right to use the funds on your Prepaid Card to pay such amounts, Neither your death nor a legal adjudication of your incompetence revokes our authority to honor transactions against your Card until we have been notified of such fact and have a reasonable opportunity to act on it.

Authorization Holds. Except as provided in this Agreement, you do not have the right to stop payment on any Purchase transaction made with your Prepaid Card. If you authorize a transaction and then fail to complete it, the approval may result in a hold for those funds. Merchants such as restaurants, hotels, gas stations, and car rental companies may initiate an authorization hold on your Credit Card or Prepaid Card funds. Funds subject to an authorization hold will not be available for other Purchases or ATM withdrawals. We cannot determine in advance if an authorization hold will exceed the amount of the final transaction, and we are not responsible for damages or losses of any type if a transaction is not completed because of a hold. We have no control over when a merchant settles a previously authorized transaction or releases a hold that you previously authorized.

PIN. For your Prepaid Card a Personal Identification Number (PIN) will be issued. This PIN is a multi-digit password that acts as your signature at participating ATMs and for other POS transactions. A PIN may be obtained by calling 855-631-3033. This PIN may be used by you with your Prepaid Card at any ATM displaying the Visa Card logo or to make Purchases at any designated POS machine. You agree not to disclose or otherwise make your Prepaid Card or PIN available to anyone. For security reasons, please do not write your PIN on your Prepaid Card or keep it in the same location as your Prepaid Card.

If you believe that anyone has gained unauthorized access to your PIN, you should notify us immediately.

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 this Agreement apply.

Foreign Currency Transactions. Visa will convert Purchases, cash advances, and credits affected by a transaction at a merchant that settles in a currency other than U.S. dollars into a U.S. dollar amount. 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 may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different than the rate on the day of the transaction or date of the posting to the Account. We have no control over the conversion rate. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, you are responsible for the difference.

International Service Assessment Fee. A fee of 1.0% will be assessed on single currency international transactions. Visa rules provide for either a 1.0% currency exchange fee for single currency international transactions (transactions made internationally without a currency conversion) or 1.00% currency exchange fee for multi-currency international transactions (transactions made internationally that require a currency conversion), which is added to the amount of the Purchase or credit and retained by Visa. This fee is charged directly to us, is passed on to you, and will be included in the transaction on your periodic statement, along with an additional description line for each fee. Transactions acquired in U.S. territories, and transactions originating on U.S. military bases, at U.S. embassies and at U.S. consulates, are excluded from this fee. We add zero percent to the amount provided to us. If Visa ceases adding one percent to the wholesale or government-mandated conversion rate, we will add zero percent to the amount provided to us by that entity.

Returns and Adjustments / Refunds. Merchants and others who honor the Credit Card or Prepaid Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to the Account. If your credits and payments exceed what you owe us, we will hold and apply this Credit Balance Excess against future Purchases, or if it is \$1.00 or more, refund it on your written request or automatically after six (6) months. If you are entitled to a refund for goods or services obtained with your Credit Card or Prepaid Card, you will accept credits to your Cards/Account for such refunds. We post merchant refunds as soon as we receive them, but have no control over when a merchant sends a credit transaction. The refund may not be available on your Cards/Account for some period of time after the refund transaction occurs.

Receipts and Transaction History

Receipts. You can generally get a receipt at the time you make a transfer using an ATM or POS terminal. You agree to retain your receipt to verify your transactions.

Card Balance and Transaction History. You may log into our Account online at www.SelectPlusHybrid.org or call us at the Customer Service number shown on your Credit Card or Prepaid Card to obtain the current balance on your Card(s) and to access certain transaction history information. Our automated voice response unit is available 24 hours a day. Your Credit Card or Prepaid Card information may not be immediately updated for all transactions. If you wish to speak to a live Agent, Agents are available 5am – 11pm Monday through Friday 6am – 6pm Saturday and Sunday Mountain Time. You may request that a printed transaction history be mailed to you for a fee.

Fees. You agree to pay all fees associated with the Prepaid Card as set forth in the Agreement. All fees may be deducted from the funds on your Prepaid Card. You agree to pay all fees associated with the Credit Card as set forth in the Truth In Lending disclosure provided in this Agreement.

Minimum Finance Charge. For your Credit Card we charge a minimum finance charge as described in the Credit Card Truth In Lending section of the Agreement. We charge it if the total periodic finance charge is less than \$1.00. We add the additional amount to any balance that is assessed a periodic finance charge.

Our Liability for Failure to Complete Transactions. If we do not complete a transaction to or from your Card on time or in the correct amount according to our agreement with you, we will not be liable: (a) If, through no fault of ours, you do not have enough funds available on your Prepaid Card to make the transaction; (b) If the transaction would exceed the available balance on your Prepaid Card or Credit Limit on your Credit Card; (c) If a merchant refuses to accept your Credit Card or Prepaid Card; (d) If an ATM where you are making the transaction does not have enough cash; (e) If an electronic terminal where you are making a transaction was not working properly, and you knew about the breakdown when you started the transaction; (f) If access to your Credit Card or Prepaid Card has been blocked after you reported your Card lost or stolen; (g) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (h) If we have reason to believe the requested transaction is unauthorized or made for an illegal purpose; and (i) If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken. There may be other instances where we will not be liable as stated in this Agreement. In no event will we be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages, even if you advise us of the possibility of such damages.

Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Credit Card or Prepaid Card has been lost or stolen or if you think your Prepaid Card PIN is no longer secure or confidential. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Collateral Account or Prepaid Card if you do not notify us so that we can block the card. For your Credit Card signature transactions your money is protected under the VISA Zero Liability policy. You may refer to www.Visa.com for the VISA Zero Liability policy rules and guidelines.

If your Credit Card or Prepaid Card transaction history shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the earlier of the date you accessed your Credit Card or Prepaid Card transaction history on which the transaction appeared, or the date we sent the FIRST written history on which the transaction appeared (but in either case not later than 120 days after the Credit Card or Prepaid Card transaction posted), you may not get back any money you lost after the 60 days if we can prove that we could have stopped

someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend these time periods.

Preauthorized Payments. You have a right to stop payment on preauthorized transactions. If you have told us in advance to make regular, recurring payments using your Credit Card or Prepaid Card, you can stop any of these payments. Here's how: Access your Account online at www.SelectPlusHybrid.org or call us at: 855-631-3033 or write us at Kinecta Federal Credit Union, P.O. Box 71402 Salt Lake City, Utah 84171 in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You will not be charged for a stop payment order on recurring payments. If you order us to stop one of these payments three business days or more before the transaction is scheduled, and we do not do so, we will be liable for your actual losses or damages proximately caused.

Authorization and Payment. You authorize us to pay and charge your Account for all Purchases made or obtained by you or anyone you authorize to use your Credit Card or Prepaid Card or Account. You will be obligated to pay all such Purchases charged to your Account whether resulting from: (1) actual use of your Card; (2) mail order or telephone, computer, or other electronic Purchases made without presenting the Card; or (3) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account (collectively, "authorized charges"). You promise to pay in U.S. Dollars with an instrument drawn on a financial institution in the United States at our office or at the address set forth on your periodic statement all authorized charges on the terms and at the rates set forth herein, plus any interest charges assessed on your Account and any other charges and fees which you may owe you under the terms of this Agreement (the "Account Balance"). Payments will continue until you have paid in full the Account Balance.

Purchase and Credit Card Balance Payments. Payments relating to Purchases and the Credit Balance, including any minimum payment ("Minimum Payment"), will be due on a monthly basis on the same day of each month at least 25 days from the billing cycle closing date shown on your periodic statement (the "Payment Due Date"). If you chose to have the Minimum Payment automatically taken from your Cash Balance each month, the Minimum Payment will be automatically taken from your Cash Balance 25 days after your monthly Credit Balance periodic statement date (the "Automatic Payment Date") or whenever Cash Balance funds are available after such date until the Payment Due Date, unless you notify us that you think there is a mistake on your monthly Credit Balance periodic statement or you cancel the automatic payment authorization sufficiently far in advance to give us a reasonable opportunity to act on the cancellation (typically, at least three business days). You may pay any or all of the amounts you owe under this Agreement at any time before the payment due date without penalty, but you must pay at least the Minimum Payment each month on or before the due date. In order to make any payment other than an automatic payment, you can login to your online Cardholder Account and make a payment from your Cash Balance or otherwise arrange for payment to be made.

Credit Card Minimum Payment. The Minimum Payment is (a) four percent (4%) of the New Balance (rounded up to the next dollar) or (b) \$10, whichever is greater, plus the entire portion of the New Balance in excess of your Credit Limit, plus any amount past due. However, the Minimum Payment will not be more than the New Balance shown on the Credit Balance part of your periodic statement.

Every month, you must pay at least the Minimum Payment due by the payment due date shown on your periodic statement. You may authorize us to automatically transfer the Minimum Payment due from your Prepaid Card or at a convenient Nix store location. You may, of course, pay more frequently, or pay the Account Balance in full, and you will reduce your periodic interest charge by doing so. In addition, you must pay any amount on your periodic statement listed as past due and any late charge(s). Lastly, at any time your Account Balance exceeds your Credit Limit, you must pay the excess.

You understand and agree that any minimum monthly payment will be applied in a manner we determine to be in accordance with applicable law, which may change from time to time without notice.

Credit Card Prepayment or Irregular Payments. You also understand and agree that you will only be charged interest charges to the date you repay your entire Account Balance. You may make larger payments without penalty and this may reduce the total amount of interest charges that you will repay. If you pay more than the minimum payment due in any month and there is still a balance due, you must continue to make minimum payments in future months. Any partial payment of your Account Balance will not advance your next payment due date(s). You understand and agree that any payment that (a) delays or (b) accelerates the repayment of your Account Balance will (a) increase or (b) decrease your monthly periodic interest charge.

Credit Card Payments by Automatic Transfer. You may authorize us to automatically transfer the minimum payment due from your Prepaid Card. If you request payment by automatic transfer, you understand and agree that no payment can or will be made if there are insufficient or uncollected funds in the designated Prepaid Card to make the scheduled payment. Should this event occur, you understand and agree that you will not be released from making the payment.

Any automatic transfer you have requested will remain in effect until you cancel it in writing or the Account Balance is paid in full. We may cancel this service at our discretion. If you have authorized us to automatically transfer the minimum payment due from your Prepaid Card, you may request, in writing, that the payment be stopped. To stop the payment, your letter must be received by Kinecta Federal Credit Union, P.O. Box 71402 Salt Lake City, Utah 84171, at least three (3) business days before the automatic payment is scheduled to occur.

Payments Marked "Paid in Full". Payments marked "Paid in Full" or other language used to indicate full satisfaction of indebtedness may be accepted by us without us being bound by such language or waiving any rights under this Agreement. We shall accept full satisfaction of indebtedness only in a written agreement, signed by an authorized representative of the Credit Union.

Online Access. To prevent unauthorized access to your Credit Card or Prepaid Card, you agree to keep your online user name, password, challenge questions, and any other security or access information (collectively, "Access Information") confidential. We recommend that you memorize your Access Information and do not write it down. If you believe the security of your password or any other Access Information has been compromised in any way (for example, your password has been lost or stolen, someone has attempted to use our Account website

under your user name without your consent, or either your Credit Card or Debit Card have been accessed), you must notify us immediately. Under certain circumstances, we may deny your access to our Account website or any part, in order to maintain or restore security or performance of the Account website or any of our other sites and systems. We may do so if we reasonably believe your Access Information has been or may be obtained or is being or may be used by an unauthorized person(s). We may try to notify you in advance, but cannot guarantee we will do so.

Schedule of Fees and Transaction Limits Prepaid Card

This schedule is a part of the Agreement, which you should review for full terms and conditions of the Prepaid Card.

Prepaid Card Fees and Limits: Please find below the transaction limits and schedule of fees and charges as applicable currently in effect for the Prepaid Card:

VISA® SELECT PLUS HYBRID PREPAID CARD	
Prepaid Card Fee Summary	
Getting Started	
Activation Fee	\$9.95
Recurring Services	
Monthly Fee	Monthly Fee Card: \$4.95 Transaction Fee Card: No Fee
Inactivity Fee (After 180 Days of Inactivity)	Monthly Fee Card: No Fee Transaction Fee Card: \$4.95
Adding Money	
Direct Deposit	No Fee
Cash Load (at a Retailer or Store)*	No Fee
Making Purchases	
PIN Transaction Fee (Domestic)	Monthly Fee Card: No Fee Transaction Fee Card: \$0.95
PIN Transaction Fee (Int'l)	Monthly Fee Card: No Fee Transaction Fee Card: \$1.95
Signature Transaction Fee (Domestic)	Monthly Fee Card: No Fee Transaction Fee Card: \$0.95
Signature Transaction Fee (Int'l)	Monthly Fee Card: No Fee Transaction Fee Card: \$1.95
Paying Bills	
Bill Pay Fee (Electronic)	No Fee
Bill Pay Fee (Paper Check)	\$1.00
Bill Pay Fee (Check Cancellation)	\$20.00
Getting Cash	
ATM Cash Withdrawal Fee (Domestic)	\$1.95
ATM Cash Withdrawal Fee (Int'l)	\$2.50
ATM Decline Fee (Domestic)	\$0.95
ATM Decline Fee (Int'l)	\$0.95
Cash Advance Transaction Fees	
Cash Advance Withdrawal Fee (Domestic)	3%/\$5.00
Cash Advance Withdrawal Fee (Int'l)	4%/\$10.00
Getting Information and Customer Service	
ATM Balance Inquiry Fee (Domestic)*	\$0.95
ATM Balance Inquiry Fee (Int'l)*	\$0.95

ATM Balance Inquiry Decline Fee (Domestic)	\$0.95
ATM Balance Inquiry Decline Fee (Int'l)	\$0.95
Automated Phone System Fee	15 Free calls per month; \$0.50 Each call thereafter
Live Agent Fee	3 Free calls per month; \$2.50 Each call thereafter
Card Replacement and Closing Your Card Account	
Card Replacement Fee	\$4.95
Card Account Closure Fee	No Fee
Miscellaneous	
Paper Statement Copy Fee	\$3.00 per month requested
Express Shipping Fee	\$40.00
Foreign Transaction**	1% of the total transaction amount

Other fees may apply; see terms and conditions for details.

*Third party fees may apply.

ATM Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or network in addition to any fee we may charge you. You may be charged a fee for a balance inquiry even if you do not complete a fund transfer. Cash Withdrawals are not available with the Credit Card product. You may withdraw funds from an ATM using your Prepaid Card.

**Refer to Foreign Transaction section of Agreement

Transaction (Monthly) Cycle. Your Prepaid Card transaction cycle begins on the date you first activate your Card, and continues until that date the following month. If you activate on the 29th, 30th, or 31st of any month, your transaction cycle will begin on the 1st of the next month and continue to the 1st of the following month. Once established, your transaction cycle date remains the same each month, and will begin and end on the same date each month.

VISA SELECT PLUS HYBRID PREPAID CARD LIMIT SUMMARY	
Balance	
Maximum Card Balance	\$15,000.00
Loads	
Maximum Daily Load Amount	\$10,000.00
Maximum Daily Direct Deposit Amount	\$10,000.00
Maximum Number of Loads per Day	3
Maximum Number of Loads per Month*	20
Withdrawals and Purchases	
Point of Sale Daily Limit	\$4,999.00
ATM Cash Withdrawal Daily Limit	\$550.00
Bank Teller Cash Withdrawal Daily Limit	\$3,500.00
*Maximum Number of Loads per Month may be lower based on load location	

Credit Card Truth in Lending Disclosure

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) for Purchases and Balance Transfers	Introductory Rate Year 1 9.95% At the end of your Introductory Rate the Standard Variable APR: 9.95% - 18.00% APR* The APR you receive is determined based on your credit worthiness.

Penalty APR and When it Applies	Penalty APR is 18.00% for all purchases.* Refer to Penalty section. How Long Will the Penalty APR Apply? If you are in Default your Credit Card balance will be paid off using your Collateral Balance Account and your Credit Card will be closed.
Variable Rate Information	Your APR for purchases, balance transfers, and cash advances may increase monthly. For each month, we determine the APR by adding a margin to the U.S. Prime Rate published in the Wall Street Journal the 15th day of each month preceding the start date of each current billing cycle. The margin for determining the Standard Variable APR for purchases is 3.25% .
How to Avoid Paying Interest on Purchases	Your due date is 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00 .
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	\$25.00

Transaction Fees	
Foreign Transaction	A 1% international transaction fee will be assessed on all transactions where the merchant country differs from the country of the card issuer.

Penalty Fees	
Late Payment	\$15.00
Returned Payment Fee	\$19.00

Miscellaneous Fees	
Express Shipping Fee	\$40.00
Card Replacement Fee	\$4.95
Paper Statement Copy Fee	\$3.00 per month requested
Automated Phone System Fee	15 Free calls per month; \$0.50 Each call thereafter
Live Agent Fee	3 Free calls per month; \$2.50 Each call thereafter

* The APR is the Annual Percentage Rate. Based on the U.S. Prime Rate of 3.25% as of April 15, 2011. The maximum APR of 18.00% as currently permitted by Federal Credit Unions applies to this Credit Card.

How We Will Calculate Your Balance: We will use the method called "Average Daily Balance" Account whether resulting from: (1) actual use of your 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 you authorize a charge, or authorize someone else to make a charge, to your Account (collectively, "authorized charges"). You promise to pay us or to our order in U.S. Dollars with an instrument drawn on a financial institution in the United States at our office or at the address set forth on your periodic statement all authorized charges on the terms and at the rates set forth herein, plus any interest charges assessed on your account and any other charges and fees which you may owe under the terms of this Agreement (the "account balance"). Payments will continue until you have paid in full the account balance.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the "Your Billing Rights" section of this agreement.

Change of Terms. Account and agreement terms are not guaranteed for any period of time. You understand and agree that we may amend, modify, add to, or delete from this Agreement 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, we will mail a notice of the change to you at your last known address. You also understand that in the event of a significant change, as defined under the Federal Truth in Lending Act, 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 we are required by applicable law to provide you with a right to reject significant changes to this Agreement prior to the effective date of such changes, we will provide you with an explanation of how to reject the significant changes, unless you fail to make a required minimum payment within sixty (60) days after its due date. We may change the terms of this Agreement based on information in your credit report, market conditions, business strategy or for any other reason. Notice of a change in terms is required, but may be sent as late as the effective date of the change where the change has been agreed to in writing, by you.

Credit Card Interest Rates and Interest Charges. This Agreement establishes the APR for Purchases and balance transfers under this Credit Card program. You understand that a portion of your finance charges incurred during a billing cycle will include your interest charges incurred during that billing cycle. The interest charge for a billing cycle will be calculated by applying your monthly periodic rate to your average daily balance. You understand and agree that under the "Change in Terms" section above, we have the right in our sole discretion to change the amount of any APR, monthly periodic rate and, or interest charge that may apply to your Account.

Monthly periodic interest charge, monthly periodic rate, and APR for balance transfers, and Purchases. The monthly periodic rate used in calculating the monthly periodic interest charge for balance transfers, and Purchases is based upon the "Prime Rate" as published in the "Money Rates" section of the print edition of the *Wall Street Journal* ("Index").

Your Credit Card APR for balance transfers and Purchases is determined by adding a "Margin" to the Index in effect as of the 15th day of each month preceding the start date of each current billing cycle. Your APR may increase or decrease every month. Any such change will be based on an increase or decrease in the "Index" as set forth above. In the event that the Prime Rate ceases to be Index. We may waive an increase in the APR when such an increase can be made, but such a waiver shall not be construed as a waiver of our right to increase the APR at a future date when entitled to do so.

The Monthly Periodic Rate is equal to 1/12th of the APR as stated each month. If the payment for the entire new Purchase balance is received by the payment due date (**25 days** after the close of the billing cycle), no interest charges will be assessed in that billing period. However, if the new Purchase balance is not paid in full by the payment due date, interest charges will be assessed on all Purchases from the date they posted to your Account (including new Purchases). If the Account Balance revolves, there is no grace period.

Credit Information. You authorize us to investigate your credit standing when opening, renewing, or reviewing the Account, and you authorize us to disclose information regarding the Account to credit bureaus and other creditors who inquire of us about your credit standing to the extent authorized by law.

How the Purchase balance, consisting of transactions related to the purchases of property and services upon which periodic interest charges are assessed is computed: Your average daily balance (including balance transfer transactions) is calculated as described in this paragraph (including new Purchases). We figure a portion of the interest charge on your Account by applying the Purchase monthly periodic rate to the average daily balance of credit Purchases (including current Purchase transactions). To get the average daily balance of Purchase transactions you take the beginning balance of Purchase transactions on your Account each day, add any new Purchases, and subtract any payment or credits and unpaid interest charges and other finance charges. This gives you the daily balance of Purchase transactions. Then, you add up all the daily balances of Purchase transactions for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the average daily balance of Purchase transactions. You have a **25 day** grace period from the close of each billing cycle to pay the new balance without incurring additional interest charges provided that either: (1) we 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 you have a grace period to pay the new billing for any billing cycle, and do not pay the new balance in full during this 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 you is the last day of your grace period for that periodic statement's billing cycle.

Default. You will be in default if: 1) you do not pay on time or pay less than the minimum payment; 2) you fail to live up to any of the terms of this Agreement; or 3) you die, become insolvent, or are the subject of bankruptcy or receivership proceedings. In the event of any action by us to enforce this Agreement, you agree to pay the costs thereof, reasonable attorneys' fees, and other expenses. You understand and agree that interest charges and the APR as permitted under this Agreement will continue to accrue until you repay your entire Account Balance.

Acceleration and Collection Costs. If you are in default, you understand and agree that we have the right to temporarily or permanently suspend any and all Account and Credit Card privileges and/or we may demand immediate payment of the Account Balance, including interest charges, late charges, and our collection costs, reasonable attorneys' fees, and court costs (collectively, "collection-related charges"). You understand that you will be subject to interest charges (at the applicable monthly periodic rate), late charges, and collection-related charges under the terms disclosed in this Agreement, until you repay your entire Account Balance.

Responsibility. You agree to repay us according to the terms of this Agreement for all Purchases, advances, interest charges, and late charges (if any), arising from the use of the Account by you or any other person you permit to use the Account, even if that person exceeds your permission. You cannot disclaim responsibility by notifying us, although we will close the Account if you so request and you will return all Cards to us. 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 Account and/or Credit Card or Prepaid Card is jointly and severally responsible with you for charges he or she makes, but if that person signs the Credit Card

or Prepaid Card he or she becomes a party to this Agreement and is also responsible for all charges on the Account, including yours. The Cards remain our property and you must recover and surrender to us all Cards upon our request and/or upon termination of this Account.

You must sign the Credit Card and Prepaid Card promptly upon receipt. You may use the Credit Card or Prepaid Card to buy or lease goods, services, or insurance (Purchases) wherever the Card is honored up to the full amount of your Credit Limit or available balance.

You agree that in the event of a lost, stolen, not received, or counterfeited Card or fraudulent activity on your Account or account number, you and all parties given access to the Account shall complete the required affidavit of forgery and obtain notarization as required by the Credit Union's bonding company. You also agree to assist us in determining the facts, circumstances, and other pertinent information related to any loss, theft or possible unauthorized use of your Credit Card or Prepaid Card, account number or PIN and to comply with such procedures as we may require in connection with our investigation.

Surrender of Card(s). The Credit Card remains our property and, if we request, you agree to surrender the Credit Card immediately.

Delay in Enforcement. We can delay enforcing any of our rights under this Agreement without losing them.

Governing Law. You understand and agree that this Agreement 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. You 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 Documents. Any separate sheet of paper labeled, "Additional Disclosure – Federal Truth In Lending Act" which is delivered together with this Agreement is an integrated part of the Agreement.

Membership Requirement. You understand and agree that you must be and remain a member in good standing with us to be eligible for continuing Account and/or Credit Card or Prepaid Card privileges including future Purchases. You understand and agree that we may suspend the Account and/or Credit Card or Prepaid Card privileges during any period in which you do not maintain your membership with us.

Change of Name, Address, or Employment Status. You understand and agree that you must promptly report to us any change in your name, address, or employment status.

Accuracy of Information. The information provided in your request for credit (Application) is accurate and you will notify us in writing immediately if there is a change in your financial condition. We may retain the Application. You 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. We may gather credit and/or employment information we deem necessary and appropriate from time to time and we may give information concerning our credit experience with you to others.

Copy Received. You acknowledge receipt of a copy of this Agreement and agree to accept its terms.

Lien on Collateral Account. If you have voluntarily agreed to a lien on funds in your Credit Card application, you understand and agree that if you are in default on the Account, we may impress and enforce a lien on all funds in your Collateral Account then on deposit needed by us to repay the unpaid balance of the Account in accordance with the Federal Credit Union Act § 1757(11) and our bylaws.

Credit Reports. Your performance under this Agreement will be reported to a credit reporting agency(s). As required by law, you are hereby notified that 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 your credit obligations.

Billing. We will send you or provide an electronic periodic statement for each monthly cycle in which transaction activity has occurred on your Prepaid Card and Credit Card Account, and at least quarterly if no activity has occurred. Your periodic statement is your bill. We shall bill you for all amounts you charge or borrow plus any interest charges, other charges, or fees as provided for in this Agreement. You are responsible for notifying us if you do not receive your periodic statement before your next payment is due. You will need to enroll to receive electronic periodic statements in lieu of a mailed statement. To enroll and receive electronic statement you may access your Account at www.SelectPlusHybrid.org.

Emergency Card Replacement and Emergency Cash Disbursement. We may provide your personal data to Visa, its members, or their respective contractors for the purpose of providing you with emergency card replacement and emergency cash disbursement and you agree and consent to the release of this information.

Telephone Monitoring. We may monitor and record telephone calls between you and us to monitor and improve the quality of service you receive.

Disclaimer of Liability. We offer the Credit Card and Prepaid Card(s), the Account, and related services in our own interests and disclaim any duty or responsibility other than those expressly set forth in this Agreement.

Assignment. We may assign your Account and any of our rights under this Agreement without your consent or notice to you.

Notices. All notices required to be given by us in connection with your Account shall be deemed to have been delivered on the day when they are deposited in the United States mail, properly addressed, and with postage prepaid.

Agreement Assent. You have entered into this Agreement whether electronically, by recorded voice authorization, or physical copy, intending to be bound by your acceptance of the Agreement. You agreed that each time you access or use the Credit Card or Prepaid Card, you will be

bound by the current version of these terms and conditions. As the Agreement may be modified periodically, we will notify you in accordance with federal truth in lending laws. You should retain or print this Agreement and all subsequent notifications for future reference. This Credit Card and Prepaid Card Agreement is also available on the Federal Reserve Board's website at:

<http://www.federalreserve.gov/creditcardagreements> so that you may obtain information about shopping for and using credit cards. Your use of the Credit Card or Prepaid Card(s) following any amendment of this Agreement will signify and constitute your assent to and acceptance of such revised Agreement.

You may withdraw your acceptance of this Agreement at any time by calling us at 855-631-3033 or writing us at Kinecta Federal Credit Union, P.O. Box 71402 Salt Lake City, Utah 84171. If you withdraw your acceptance of this Agreement, you must discontinue using the Credit Card and Prepaid Card(s).

Upon notification of your withdrawal of acceptance, the Credit Union will cancel your Card(s). You will be permitted to pay off the remaining balance pursuant to the previous Agreement.

Cancellation and Card Closure. We may cancel, suspend or revoke your Credit Card or Prepaid Card or this Agreement at any time in our sole discretion, including for suspected fraud or illegal activity or prolonged Credit Card or Prepaid Card inactivity. A suspension may be temporary or permanent. You may cancel your Credit Card or Prepaid Card by calling 855-631-3033. Our termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Once your Credit Card or Prepaid Card is closed, cancelled or suspended, you may no longer use your Credit Card or Prepaid Card. You must notify all third parties who may have preauthorized transactions against your Credit Card or Prepaid Card and have them redirect their transactions to another Credit Card or Prepaid Card or Account. We may, in our sole discretion, honor or reject transactions to your Credit Card or Prepaid Card following closure, cancellation or suspension, and we will have no liability to you for such actions. Cancellation of the Credit Card will end all charging privileges.

Notice. See the statement below for important information regarding your right to dispute billing errors.

Disputes

In Case of Error or Questions about Your Electronic Transfers

Telephone or write us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. Telephone us at 855-631-3033 or write to us at: PO Box 71402, Salt Lake City, Utah, 84171, as soon as you can, if you think an error has occurred relating to your Credit Card or Prepaid Card transactions.

We will need all of the following information:

- Your Name
- Account Number
- Date, type and dollar amount of the transaction or suspected error
- Your Prepaid Card or Credit Card number, if applicable
- Description of the problem
- A clear explanation of why you think there is an error or why you need more information about the transaction.

We must hear from you no later than 60 days after we mailed, delivered or otherwise made available to you the first statement on which the error or problem appeared. If you notify us by phone we may require that you send us your complaint or questions in writing within 10 Business Days.

Here is what we will do:

- We will determine whether an *error occurred* within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 calendar days to investigate your complaint or questions. If we decide to do this, we will credit your account within 10 Business Days for transactions you think are in error. 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 in writing and we do not receive it within 10 Business Days, we may not credit your account. If the error or problem concerns a new account, point-of-sales or foreign initiated transactions, then the applicable time period is 90 calendar days instead of 45. New accounts may take up to 20 Business days to credit.
- If we determine there was no error, we will send you a written explanation within 3 Business Days after we complete our investigation. If your account was previously credited, your account will be debited upon completion of our investigation. You may ask for copies of the documents we used in our investigation.

These procedures do not apply to disputes with a merchant about goods or services you purchased.

Plan Merchant Disputes: You are not responsible for the refusal of any plan merchant or financial institution to honor the Account and/or Credit Card or Prepaid Card. You are subject to claims and defenses (other than tort claims) arising out of goods and services you purchase with the Credit Card or Prepaid 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 of more than \$50 was made from a plan merchant in your state or within 100 miles of your current mailing address. Any other dispute you must resolve directly with the plan merchant.

Travel Advisory: A transaction in an area where you do not usually use your Card may trigger the system. We encourage you to provide us with prior notice of any forthcoming unusual activity, such as high transaction volume and any anticipated transactions outside the U.S. You may provide this notice via email, by phone, or in writing.

If you experience any problems using your Card while traveling, please contact us:

Domestic: 855-631-3033

International: 801-656-1417

To verify Account activity if Card is blocked: 855-631-3033

Hotel Reservations: If you use your Credit Card to make hotel reservations, you agree that your Account may be charged for the transaction as a "No Show" which is presented by the hotel.

Illegal Activity: Your Credit Card or Prepaid Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling or other transactions are legal in the jurisdiction in which you are located. Your Credit Card or Prepaid Card and/or Account may not be used directly or indirectly for: (1) any illegal activity or transaction. Further, you may not utilize your Credit Card or Prepaid 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. You agree to repay, according to the terms of this Agreement, transactions you initiate by use of your Card, whether deemed legal or illegal.

YOUR BILLING RIGHTS

Keep this Notice for future use. This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do If You Find a Mistake on Your Periodic Statement. If you think there is a mistake on your periodic statement, you must write to us at:

Kinecta Federal Credit Union
P.O. Box 71402 Salt Lake City, Utah 84171

In your letter, you must give us the following information:

- *Account Information:* Your name and Account Number
- *Dollar Amount:* The dollar amount of the suspected error
- *Description of the Problem:* Describe the error and explain if you can, why you believe there is a mistake

We must hear from you:

- Within 60 days after the earlier of the date you accessed your Credit Card or Prepaid Card transaction history on which the transaction appeared, or the date we sent the FIRST written history on which the transaction appeared (but in either case not later than 120 days after the transaction posted). You can telephone us, but doing so will not preserve your rights.
- At least three (3) business days before an automatic payment is scheduled, if you want to stop payment on the amount you think is wrong. You must notify us of any potential errors *in writing* [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

- Within thirty (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.
- Within ninety (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 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 periodic 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 Card 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 periodic statement of the amount you owe and the date the 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 have 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 the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights if You are Dissatisfied with Your Credit Card Purchases. If you are dissatisfied with the goods and services that you have purchased with your Credit Card, and 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, if not within 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 you, or if we own the company that sold you the goods and services.)
2. You must have used the Credit Card for the Purchase.
3. You must not have fully paid for the Purchase.

If all the criteria above are met and you are still dissatisfied with the Purchase, you must contact us in writing or electronically at:

Kinecta Federal Credit Union
P.O. Box 71402 Salt Lake City, Utah 84171

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.

PAYMENT ADDRESS

Log in to your account at www.SelectPlusHybrid.org or
Visit a Nix store location

MAILING ADDRESS

Kinecta Federal Credit Union
P.O. Box 71402 Salt Lake City, Utah 84171

PHONE NUMBER

855-631-3033

WEBSITE

www.SelectPlusHybrid.org

Miscellaneous Terms. This Agreement constitutes the entire agreement between you and us with respect to the Cards. This Agreement will be governed by the laws of the United States and, where applicable, by the laws of the California, whether or not you live in California or use the Credit Card or Prepaid Card in California. If any provision of this Agreement is determined to be unenforceable under applicable law, the other provisions of this Agreement will remain valid and enforceable. We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. If we do not enforce our rights under this Agreement in one situation, we are not giving up our rights to enforce such right or other rights at a later time. Your Card, rights and obligations may not be assigned. We may assign our rights under this Agreement. Your Card is subject to all applicable rules of any clearinghouse, Payment Network or other association involved in transactions.

Communications. We may contact you from time to time regarding your Account. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

- (1) contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
- (2) contact you using an automated dialing or similar device ("Autodialer");
- (3) contact you at your home and at your place of employment;
- (4) contact you on your mobile telephone;
- (5) contact you at any time, including weekends and holidays;
- (6) contact you with any frequency;
- (7) leave prerecorded and other messages on your answering machine/service and with others; and
- (8) identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your Credit Card are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. When you give us or we obtain your mobile telephone number, we may contact you at this number using an Autodialer and can also leave prerecorded and other messages. We may do these things whether we contact you or you contact us.

If you ask us to discuss your Account with someone else, you must provide us with documents that we ask for and that are acceptable to us.

No Warranties. We are not responsible for the delivery, quality, safety, legality, or any other aspect of or any claims you might have regarding any goods or services you purchase with your Credit Card or Prepaid Card. From time to time due to circumstances beyond our control, including but not limited to system failures, fires, natural disasters or other acts of God, our services may be inoperative, and when this happens, you may be unable to obtain information about your Credit Card or Prepaid Card, or use your Credit Card or Prepaid Card to pay for Purchases, withdraw funds from ATMs or load funds. We will not be responsible or liable if this happens.