



VISA®, VISA® PLATINUM, VISA® PLATINUM REWARDS CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE PROVISIONS

Notice: Read and retain this copy of your Credit Card Agreement and Disclosure Statement for future reference.

This Agreement and Disclosure Statement ("Agreement") between Bellco Credit Union ("we", "our", or "us") and you covers your VISA®, VISA® Platinum, VISA® Platinum rewards account(s) (the "Account") and Card (the "Card"). This Agreement also governs the issuance and use of Convenience Checks, Balance Transfers, and Cash Advances. In this Agreement, the words "you" and "your" mean the individual who applied for the Account by completing an Account application, and all individuals to whom we issue Cards at your request, (collectively, the "Authorized Users"). You and we are sometimes collectively called the "Parties" and individually a "Party". By applying for the Card or by signing or using the Card, you have agreed to be bound by the terms of this Agreement.

CONSENSUAL SECURITY INTEREST: You agree to give us a security interest in any and all funds on deposit in accounts in which you have an ownership interest, both now and in the future, with the exception of retirement accounts or any other accounts that would lose special tax treatment under state or federal law if given as security. The granting of this security interest is a condition for the issuance of any Card that you may use, directly or indirectly, to obtain extensions of credit under the Agreement. This means that, if you are in default, we can, without prior notice to you, take funds from any eligible account(s) in which you have an ownership interest and apply them as a credit against your Account in any amount available up to the entire balance. Collateral securing other loans you have with us may also secure this loan.

1. The following terms have these meanings in the Agreement:

- "Account Number" means the 16-digit number on the face of your Card.
- "Balance" means your Balance together with all Fees and finance charges that accrue thereon until the date on which our records reflect that you owe no amounts to us (no debit balance) and we owe no amounts to you (no credit balance).
- "Balance Transfer" shall mean a transfer of a credit balance from another credit Card account to your Card.
- "Cash Advance" shall mean a loan from us to you other than a Credit Purchase. The following transactions are considered Cash Advances: requesting cash in person at any branch; making a credit transaction at participating ATM network machines; making a credit transaction through online banking; fund a wire transfer; purchasing money orders, travelers checks, lottery tickets, or using convenience checks.
- "Convenience Check" shall mean a convenience check that we may provide to you from time to time. It shall be deemed to be an authorization for a Cash Advance.
- "Credit Limit" means the amount of credit we will make available to you under the Agreement. We will inform you of your Credit Limit in a letter we will send to you if your application is approved (the "Approval Letter"); however, we may reduce, suspend, or terminate your credit limit at any time without prior notice for any reason not prohibited by law.
- "Credit Purchase" shall mean use of your Card or Account Number to purchase or lease goods and/or services. Even though certain Transactions may be considered purchases, certain quasi-cash Transactions shall accrue a finance charge at the rate set out for Cash Advances. These quasi-cash Transactions include, but are not limited to: funding transfers for security and brokerage accounts, making child support or other court payments; posting bail or bond; making tax payments; betting and advancing funds at track or casino.
- "Person" means, as the context requires, a human being and/or firm, corporation, partnership (including, without limitation, general partnerships, limited partnerships, and limited liability partnerships), limited liability company, joint venture, business trust, association or other legal entity other than us.
- "Transaction" means each (a) Credit Purchase, (b) Cash Advance and (c) Balance Transfer.
- "Transaction Date" means the date you (a) make a Credit Purchase (b) obtain a Cash Advance, (c) use a Convenience Check or (d) make a Balance Transfer, as applicable.
- "Unauthorized use of the Card" means the use of the Card by someone other than you who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit.

2. **Ownership of Your Card.** The Card(s) issued to you remains our property. You may surrender them at any time and you must recover and surrender all Cards upon our request and upon termination of this agreement.
3. **Change of Name or Address.** You agree to notify us of any change in your name or address within fifteen (15) days of the change by calling 1-800-BELLCO-1 (1-800-235-5261) or in writing at PO BOX 2068, Glen Burnie, MD 21060 Attn: Card Services.
4. **Investigation Authorization.** You authorize us to investigate your credit record and verify your credit, employment and income and further authorize any person, association, firm, corporation or personnel office to furnish on our request, information pertinent to evaluation of your creditworthiness. You authorize us to obtain information concerning your creditworthiness from consumer reporting agencies, now and in connection with updates, renewals, and later credit extensions. If we take adverse action on your account as a result of information obtained from a consumer reporting agency, we will advise you of that fact and supply you with a name and address if the reporting agency making the report.
5. **Joint Applicant Liability.** If more than one person is listed on the Account, each of you shall be jointly and individually liable to us for all charges made to the Account, including applicable fees. In addition, you agree that each of you designates the other as agent for the purpose of making purchases extended under this Agreement and each use of your Account shall be an extension of credit to all. Notice to one of you shall constitute notice to all. Any Card holder may close the Account at any time by notifying us in writing. However, removal from the Account does not release you from liability already occurred.
6. **Amendments Modifications.** We have the right to change the terms of this agreement from time to time after giving you any advance notice required by law. Any changes will apply to future purchases and cash advances. In our sole discretion and subject to applicable law, the change in terms may also apply to unpaid balances.
7. **Credit Limit.** We will establish a line of credit for you and notify you of its amount when the Card is sent to you. You promise that payments we make for your Account resulting from use of the Card will at no time cause the outstanding balance of your Account to exceed your credit limit as established by us or as adjusted from time to time at our discretion. **Notwithstanding the foregoing, in our discretion, we may choose to approve a transaction you have requested that would cause you to exceed your approved credit limit and you will be responsible for such transactions. We are not responsible for any losses or damages, including consequential damages, if a transaction on your account is declined, either by us or a third party, even if you have sufficient credit available.** Each payment you make on the Account will restore your credit limit by the amount of the payment applied to the principal balance of purchases and cash advances. However, updates to your credit limit and funds availability may take up to three bank business days. We have the right to reduce, suspend, or terminate your credit limit at any time without prior notice for any reason not prohibited by law, but such action does not affect your obligation to pay the account balance. You may request an increase in your credit limit only by written or telephone application to us, which must be approved by our loan officers.
8. **Acknowledgement.** You acknowledge receipt of a copy this agreement. We will not be liable if an electronic terminal fails to function for any reason, whether or not this malfunction is known to you; nor if a Card previously reported lost or stolen is recovered and attempted to be used either at any electronic terminal or through a merchant before we have been notified and have had ample time to reinstate the Card.
9. **Promise to Pay.** You promise to pay in U.S. dollars for (a) all purchases, cash advances, and balance transfers made by you or anyone whom you authorize to use the Card or Account; (b) finance charges and other charges or fees; (c) collection costs and attorney's fees as permitted by applicable law, and any costs incurred in the recovery of the Card; and (d) credit in excess of your credit limit that we may extend to you. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all Cards. Your obligation to pay the account balance continues even though an agreement, divorce decree, or other court judgment, to which we are not party, may direct you or one for the other persons responsible to pay the account. Any person using the Card is jointly and severally responsible with you for charges he or she makes, but if that person signs the Card, he or she becomes a party to this agreement and is also jointly responsible for all charges on the Account, including yours.
10. **Finance Charge.** We will impose finance charges on your Account by applying the Periodic Rate to your average daily balance (Credit Purchases, Balance Transfers and Cash Advances).
11. **Balance Computation Method for Purchases and Balance Transfers: Average daily balance method (including current transactions):** We figure the finance charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance," we take the beginning balance of your account each day, add any new purchases and balance transfers as of the transaction date, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." You may owe finance charges even if you pay the entire 'New Balance' one month, but did not do so for previous month(s).
12. **Balance Computation Method for Cash Advances:** We figure the finance charge on your account by applying the periodic rate to the "average daily balance" of your Cash Advance account(s). To get the "average daily balance," we take the beginning balance of your Cash Advance account(s) each day, and subtract any unpaid interest or other finance

charges and any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

13. **Fees and Charges.** Please refer to the Account Opening Disclosure.
14. **Acceleration:** If you are in default, we may, without prior notice to you, call any amounts you still owe immediately due and payable plus finance charges which shall continue to accrue until the entire amount is paid. You expressly waive any right to notice or demand, including but not limited to, demand upon default, notice of intention to accelerate and notice of acceleration. The Card remains the property of the Credit Union at all times and you agree to immediately surrender the Card upon our demand. You agree to pay all reasonable costs of collection, including court costs and attorney's fees imposed, and any cost incurred in the recovery of the Card.
15. **Credit Insurance:** Credit insurance is not required for any extension of credit under the Agreement. However, if available, you may purchase credit insurance through us or an authorized agency and have the premium added to the outstanding balance in your Account. If you elect to do so, you will be given the necessary disclosures and documents separately.
16. **Monthly payment.** We will mail you a statement or you may go online every month provided you have an outstanding balance. You must pay, in U.S. dollars; at least the Minimum Payment Due by the payment due date or you will be in default. The minimum payment will be disclosed on your statement based on the disclosure contained in this agreement.
17. **Minimum Payment Due.** The minimum payment due each month will be either (a) the entire Balance shown on your billing statement if the Balance is less than \$10.00; or (b) the greater of \$10.00 or 2% of the Balance rounded up to the next dollar. You must pay the Minimum Payment by the Due Date to avoid being in Default. You may at any time pay all or any part of your Balance without penalty.
18. **Late charge.** If we do not receive your required minimum payment within 10 days of the payment due date, you will be charge a late payment fee as set forth in the Additional Disclosures. In no event will the late payment fee exceed the amount of the minimum payment due for the applicable statement period.
19. **Balance Transfers:** If you request a balance transfer to be made, you should not rely on a balance transfer to be made by any particular date. Although most balance transfers will be made sooner, it could take up to three weeks before payment to your other Account is made. Accordingly, you should continue to make all required payments on your other accounts until you confirm that the balance transfer has been made. Balance transfers may not exceed your available credit. Balance transfer requests will be processed in the order you list them on the balance transfer request form or additional sheet if included. If a balance transfer request is more than the available credit limit, we will automatically lower the balance transfer amount to your available credit and complete the transfer. We will not close your other accounts, even if you transfer the entire balance. Balance transfer cannot be used to pay towards Bellco loan balances. If you want to close your other accounts, you should contact the issuer directly. Transfer of a balance that contains disputed purchases or other charges may cause you to lose any dispute rights you may have with regard to those purchases or other charges. There is no grace period for balance transfers.
20. **Convenience Checks:** We may issue checks at our discretion that may be used for any purpose other than making payment for credit to your Account. By signing such checks, you authorize us to pay the item for the amount indicated and post such amount as a cash advance to your Account. We do not have to pay any item that would cause the outstanding balance in your Account to exceed your credit limit.
21. **Card Signature Panel:** Upon receipt of your new or reissued Card, you must sign the signature panel on the back of the Card. If the signature panel is not signed, merchants are not required to accept your Card.
22. **Credit Authorizations.** Certain purchases and cash advances will require our authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit, we will not be liable to you if any of these events happen. We are not responsible for the refusal of any plan merchant or financial institution to honor your Card.
23. **International Transactions and Currency Conversions.** Purchases and Cash Advances made in a foreign currency or made outside the United States will be debited from your account in U.S. dollars. A 1% International Transaction Fee will be assessed by Visa on all transactions where the merchant country differs from the country of the Card issuer. The exchange rate for transactions in a foreign currency will be assessed 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, plus 1%. In addition, an International Service Assessment of 0.8% will be assessed on foreign transactions that do not involve a currency conversion (i.e., a purchase in Mexico in U.S. dollars).
24. **Crediting of Payments:** All payments made on your Account at (i) the address designated for payment on the monthly periodic statement, (ii) through the Bellco.org website or (iii) made to a member service representative at any of our branch offices will be credited to your Account as of the date of receipt. If the date of receipt for a mailed payment or a payment made at a branch drop box is not a business day, your payment will be credited on the first business day following receipt. The required minimum payment for your Account will be applied first to collection costs, then to any finance charges, and then to the unpaid principal balance. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and in any contingency whatsoever, if we shall receive anything of

value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you. Payments made in excess of the required minimum payment will be applied to the balance with the highest APR before any such excess payments are applied to balances with lower APRs.

- 25. Default.** If you do not make at least the Minimum Payment Due on or before the Payment Due Date each month, you will be in default. You will also be in default if your ability to repay us is materially reduced by a change in your employment, increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this agreement, or if the value of your security interest materially declines. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you notice required by law. To the extent permitted by law, you will also be required to pay all collection costs, including court costs and reasonable attorney fees of 15% of the unpaid debt after default, plus any fees incurred as a result of bankruptcy.
- 26. Liability for Unauthorized Use, Lost or Stolen Cards, and Zero Liability Protection.** You may be liable for the unauthorized use of your Card, Account Number, or Convenience Checks that occurs prior to you notifying us of such use. If your Card is lost or stolen, or if you think that someone is using your Card, Account Number, or Convenience Checks without your permission, notify us immediately, orally, or in writing at:

Bellco Credit Union
Credit Card Department
PO Box 2068
Glen Burnie, MD 21060
1-800-227-8740

You will not be liable for unauthorized use processed by Visa unless you were engaged in fraud or were negligent in the handling of your card. Your liability shall not exceed \$50.00 or the amount of money, goods, or services obtained by the unauthorized use before you notify us, whichever is less. In any case, you will not be liable for unauthorized use that occurs after you notify us, either by telephone or in writing, of the loss, theft, or possible unauthorized use of your Card, Account Number, or Convenience Checks and we have had a reasonable opportunity to act on such notice. You agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, or possible unauthorized use of your card. In no event shall we be obligated to reissue a lost or stolen Card.

- 27. Questions and Billing Errors.** Please let us know right away if you have any questions about your statement of account. If you think we have made a mistake in your statement, please refer to the billing rights located in your Account Opening Disclosures or the billing error statement included with your monthly statement. This tells you your rights to dispute billing errors.
- 28. Assignment of Account.** Cards and Convenience Checks issued under this Agreement are our property and you must surrender them to us upon demand. We may cancel or repossess Cards and Convenience Checks, and revoke your privilege to use them, at any time without prior notice. We have the right to assign and transfer your Account and any of our rights under this Agreement without your consent or notice to you. The Person to whom the Account and Agreement is assigned shall be entitled to all of our rights under this Agreement. You cannot transfer or assign your Account or Card to anyone.
- 29. Governing Law.** This agreement will be governed by the laws of the State of Colorado and applicable federal laws. If any part of this agreement becomes unenforceable, it will not make any other part unenforceable.
- 30. Illegal Use.** You agree not to use and will not permit anyone else to use the Card unlawfully or for any illegal purpose, activity, or transaction.

By signing below, I/we agree to the terms and conditions in this Agreement. If there is more than one borrower, we agree that we are jointly and severally liable. I/we acknowledge that I/we have received a copy of all required disclosures, including a Truth-in-Lending Statement.

<u>Borrower's Signature</u>	<u>Date</u>	<u>Co-Borrower's Signature</u>	<u>Date</u>

IMPORTANT NOTICE FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit

card account). To receive this notice verbally or to receive a description of your payment obligations, please call 1-800-BELLCO-1 (1-800-235-5261) during our normal business hours.

The following applies if at the time you open this Account you are an active member of the military or a dependent of an active member of the military (as those terms are defined in the Military Lending Act, 10 U.S.C. 987 and its implementing regulations), and (a) your loan is unsecured or secured by personal property or a vehicle that you did not purchase with the proceeds of the loan; or (b) it is otherwise determined by law that the MLA applies to your loan. If this loan is a revolving line of credit or credit card, the MLA ceases to apply at any time during which you are not a member of the military or a dependent.

This Agreement will not be secured by a consensual lien on shares or deposits in any of your accounts unless you specifically agree to establish an account in connection with this loan ("Secured Account"). Only funds deposited into the Secured Account after the loan is made will secure this loan. Any cross-collateralization provision contained in your Agreement or membership documents will not apply to the Secured Account or your other share or deposit accounts for any Account subject to the Military Lending Act. However, with regard to this Account, we reserve our statutory lien rights and any resulting rights to set-off or administrative freeze under federal or state law, which gives us the right to apply the sums in the Secured Account or any other account(s) you have with us to satisfy your obligations under this Agreement.

Any reference in this Agreement to the following are hereby inapplicable to your Account: (a) mandatory arbitration; (b) any requirements to waive your rights to legal recourse under any applicable state or federal law; (c) any demands or requirements construed as unreasonable notice from you in order to exercise your legal rights; or (d) prepayment penalties. Any contract terms in your Agreement or membership documents that contradict the above or the MLA with regard to this Account are hereby deleted. All other terms and conditions of the Agreement shall remain in full force and effect.