

## CARDHOLDER ACCOUNT AGREEMENT AND DISCLOSURE

This agreement covers your VISA Simply Platinum, VISA Simply Platinum Rebate, VISA Basic, VISA Rewards, The Aggie Card with Rewards, Home Equity VISA Platinum, VISA Checking and ATM card with us. In this agreement, the words "you" and "your" mean any user of the card or cards previously indicated. "We", "our", and "us" mean Goldenwest Federal Credit Union. By using or allowing others the use of your account you agree to all of the following items:

1. **General.** You may use your account to buy goods and services any place your card is honored. You may also use your account to get a cash advance or, if you have VISA Checking, an overdraft advance. You agree to all procedures required by us or any merchant that honors your card, as well as all terms on your card. We will not be liable for any loss you suffer because of any merchant refusing to accept your card. Any plural term used in this agreement shall be deemed singular if context and construction so require. Any singular term used in this agreement shall be deemed plural if context and construction so require. A negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of this agreement.

2. **Card Holder Liability.** If the account is issued to you and others as a joint account, each use of the account shall be an extension of credit to all, and each of you shall be jointly and severally liable. If you allow anyone else to use your account, you will be liable for all credit extended to such person. You will be liable for all actual, implied authorized use of your account.

3. **Changes in Agreement.** You agree that we may change, according to the law, the terms of this agreement. The changes will apply to your new purchases and advances and to your outstanding balance. These changes may include, but are not limited to any change in finance charge. We will mail notice of such change to you at your address shown on our records.

4. **Change of Address.** If you move, you must give us your new address. You may change your address by notifying the credit union in writing or by On-line branch.

5. **VISA Checking Card Loan Advances.** VISA purchases, checks, and cash advances will be paid from your checking account. If your checking account has insufficient funds on deposit, we will advance enough money (up to your maximum credit limit) to cover these items.

6. **Maximum Credit Limit.** From time to time we may modify the maximum credit limit established for all extensions of credit on your account. Your credit limit is identified on your statement. You agree to keep the total of purchases and advances made on your account within the limit.

7. **Promise to Pay.** You promise to pay us all amounts borrowed under this agreement, plus any finance charge or other amounts due, both before and after judgment. You agree to pay us on or before the due date shown on your monthly statement. Each month we will send you a statement showing any purchases, advances, or credit made on your account during that billing cycle and your new balance. Your statement will also show the required payment you must make for that statement period.

You may pay in full for all your purchases and advances each month, or you may make the periodic minimum payment of 2.5% of the unpaid balance or \$25.00, whichever is greater. Balances under \$25.00 must be paid in full. The "Minimum Payment" due as shown on your statement shall include the minimum payment due on your new balance plus any amounts past due. A credit posting from a merchant or a reversal of fees do not constitute a minimum payment. The minimum monthly payment may be allocated at the Credit Union's discretion to payoff lower rate balances, such as promotional offers, before higher rate balances, such as cash advances or purchases. Payments in excess of the minimum monthly payment will be allocated first to the higher rate balances, as applicable. If you exceed your credit limit, the excess will be shown on your statement as "Amount Over Credit Limit." The required payment due by the due date shown on your statement will be shown as "Required Payment Due." For payment information concerning the Home Equity VISA Platinum please refer to your Loanliner Home Equity disclosure. FS# 204A

### 8. Finance Charge.

a) **VISA Simply Platinum, Fixed Interest Rate (25-Day Grace Period, Purchases only).** There is no grace period in which Cash Advances may be repaid without incurring a periodic finance charge: The "Total Finance Charge" shown on your monthly statement consists of the finance charge on purchases plus the finance charge on cash advances. Please refer to the Truth In Lending Disclosure that you received at the time of application for the current Interest Rates and Interest Charges. If the entire current VISA balance as shown on your Monthly statement is paid in full by the payment due date shown on your monthly statement, you will not be assessed a periodic finance charge for the billing cycle ending on the payment due date.

b) **VISA Simply Platinum Rebate, Fixed Interest Rate (25-Day Grace Period, Purchases only).** There is no grace period in which Cash Advances may be repaid without incurring a periodic finance charge: The "Total Finance Charge" shown on your monthly statement consists of the finance charge on purchases plus the finance charge on cash advances. Please refer to the Truth In Lending Disclosure that you received at the time of application for the current Interest Rates and Interest Charges. If the entire current VISA balance as

shown on your Monthly statement is paid in full by the payment due date shown on your monthly statement, you will not be assessed a periodic finance charge for the billing cycle ending on the payment due date.

c) *VISA Basic, Variable Interest Rate (25-Day Grace Period, Purchases only)*. There is no grace period in which Cash Advances may be repaid without incurring a periodic finance charge: The "Total Finance Charge" shown on your monthly statement consists of the finance charge on purchases plus the finance charge on cash advances. Please refer to the Truth In Lending Disclosure that you received at the time of application for the current Interest Rates and Interest Charges as well as our current Variable Rate Index and margins. If the entire current VISA balance as shown on your Monthly statement is paid in full by the payment due date shown on your monthly statement, you will not be assessed a periodic finance charge for the billing cycle ending on the payment due date.

d) *VISA Rewards, Variable Interest Rate (25-Day Grace Period, Purchases only)*. There is no grace period in which Cash Advances may be repaid without incurring a periodic finance charge: The "Total Finance Charge" shown on your monthly statement consists of the finance charge on purchases plus the finance charge on cash advances. Please refer to the Truth In Lending Disclosure that you received at the time of application for the current Interest Rates and Interest Charges as well as our current Variable Rate Index and margins. If the entire current VISA balance as shown on your Monthly statement is paid in full by the payment due date shown on your monthly statement, you will not be assessed a periodic finance charge for the billing cycle ending on the payment due date.

e) *Home Equity VISA Platinum, Variable Interest Rate*. There is no grace period in which cash advances or purchases may be repaid without incurring a periodic finance charge: For the variable interest information, please refer to your LOANLINER Home Equity disclosures.

f) *The Aggie Card with Rewards, Variable Interest Rate (25-Day Grace Period, Purchases only)*. There is no grace period in which Cash Advances may be repaid without incurring a periodic finance charge: The "Total Finance Charge" shown on your monthly statement consists of the finance charge on purchases plus the finance charge on cash advances. Please refer to the Truth In Lending Disclosure that you received at the time of application for the current Interest Rates and Interest Charges as well as our current Variable Rate Index and margins. If the entire current VISA balance as shown on your Monthly statement is paid in full by the payment due date shown on your monthly statement, you will not be assessed a periodic finance charge for the billing cycle ending on the payment due date.

g) *VISA Checking, Fixed Interest Rate (No Grace Period)*. There is no time period in which loan advances may be repaid without incurring a periodic finance charge: The total finance charge shown on your monthly statement consists of the periodic finance charge on loan advanced to cover purchases, checks, and cash advances from the day of posting. Please refer to the Truth In Lending Disclosure that you received at the time of application for the current Interest Rates and Interest Charges.

9. **Rebate Option.** The amount of the rebate is computed on the amount of VISA card purchases made in the calendar year according to the following breakdown: 1/4% on the portion of annual purchases \$0 to \$1,000, 1/2% on the portion of annual purchases \$1,001 to \$2,000, 3/4% on the portion of annual purchases \$2,001 to \$3,000, 1% on the portion OVER \$3,000. The rebate will be decreased by purchase credits and excludes cash advances, advances made to pay off other loans, or any other increase of your VISA account balance, e.g. fees, interest charges. Rebate deposits will be made to your savings account on an annual basis by February 28th.

10. **Extra Awards Option:** Please see Extra Awards brochure or go to our website at [gwcu.org](http://gwcu.org) for more details.

11. **Transaction Fee for Cash Advance.** VISA Simply Platinum, VISA Simply Platinum Rebate, VISA Basic, VISA Rewards and The Aggie Card with Rewards: The cash advance fee is 1.50% of the amount advanced. There is no cash advance charge for the Home Equity VISA Platinum and the VISA Checking Card.

#### 12. Balance Computation Method.

a) *VISA Simply Platinum, VISA Simply Platinum Rebate, VISA Basic, VISA Rewards and The Aggie Card with Rewards Balance Computation Method:* Average daily balance including new purchases. For Home Equity Visa Platinum please refer to your LOANLINER Home Equity Addendum.

b) *VISA Checking Balance Computation Method:* The balance used to compute the finance charge is the unpaid balance each day after payments and credits to that balance have been subtracted and new advances have been added.

13. **Annual Fee.** There is not an annual fee for any Goldenwest VISA or USUCU card. Goldenwest reserves the right to implement an annual fee at any time in the future. There is a \$3.00 biannual ATM renewal card fee.

14. **Replacement Card Charge.** You may be assessed a fee of up to \$5.00 the replacement of a lost or stolen card. Your account may be assessed a fee up to \$5.00 for replacement of VISA Credit, VISA Checking or ATM card.

15. **Lost or Stolen Cards.** You agree to promptly notify us orally or in writing if your card is lost or stolen. You may notify us of the loss by sending a written notice or calling us at the address or telephone number listed on each billing statement. You may be responsible for the unauthorized card use before we receive notice.

16. **Questions and Billing Errors.** Please notify us immediately if you have any questions about your monthly statement. If you think we have made a mistake on your statement, please refer to the section titled "In Case of Errors or Inquiries About Your Account" included in this disclosure and with your monthly statement. This tells you of your rights and methods to resolve billings errors.

17. **Research Charges.** You may be assessed charges of \$20.00 per hour and \$5.00 per VISA photocopy for any research that you request on your account, when the result of the research does not reveal an erroneous billing as defined by Federal Reserve Regulation Z of the Utah Consumer Credit Code.

18. **Late Fee.** *VISA Simply Platinum, VISA Simply Platinum Rebate, VISA Basic, VISA Rewards and The Aggie Card With Rewards:* We may assess a late fee of up to \$22.00 if your "Minimum Payment Due" is not made by the 15th day following your payment due date.

19. **Return Check Service Charge.** A return check service charge of up to \$22.00 will be assessed against your account for each check not honored which you send as payment for your account. This \$22.00 charge also applies to checks returned by us for non-sufficient funds. You realize that adding the charge will cause the finance charge to increase.

20. **Automated Teller Machine (ATM) Charge.** A transaction fee may be assessed on your account when you use your VISA or other card to access information or make any transaction on your Credit Union account(s) from an ATM that is not operated by us in accordance with applicable laws.

21. **Pledge of Shares.** Pursuant to state law, Goldenwest Credit Union holds the authority to impress and enforce a statutory lien on all present and future shares, savings, and/or deposits in all your individual and joint Credit Union accounts. The Credit Union has the right to apply all your present and future shares, savings, and/or deposits toward the amount you owe if you are in default. The Credit Union also maintains a contractual pledge of shares subject to your loan account, and security agreement.

22. **Security interests.** To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through your account. If you default, we will have the right to recover any of these goods which have not been paid for through application of your payments in the manner described in section 9. Except for Real Estate loans, collateral securing other loans with the Credit Union shall also be used to secure this account.

23. **Default.** You will be in default if any of the following occur:

- 1) If you fail to make the minimum payment when due under this agreement or any other agreement you have with us.
  - 2) If any other creditor tries by legal process to take any money of yours that is in the Credit Union.
  - 3) If you make any misrepresentation or misstatement in obtaining any advance.
  - 4) If you become insolvent, declare bankruptcy or die or we, in good faith, believe that your ability to repay what you owe is, or will be, impaired.
- When you are in default, we may declare your entire balance due and payable at once without notice or demand.

24. **Collection Expenses.** If you are in default under this agreement and the credit union demands full payment, you agree to pay interest on the unpaid balance. If the Credit Union takes legal action against you under this agreement, you agree to pay reasonable attorney fees and court costs. In the event judgment is taken against you, you agree to pay interest on the judgment at the contract rate in effect at the time of the judgment.

25. A VISA card may not be used for any illegal transaction.

26. **Canceling Agreement.** You agree that the card(s) and/or checks you have are our property and that we may terminate this agreement if you break any of your promises or you are in default under this agreement. You agree to return the card(s) and/or checks to us or we may pick them up at any time after this agreement is terminated. You may end this agreement by returning the card(s) and/or checks to us, and paying the outstanding balance on your account in full.

27. **Other Provisions.** The Credit Union can delay enforcing any of its rights under this agreement without losing them.

28. **Merger Clause.** This written agreement contains all the representations between the parties and may not be contradicted by evidence of any oral agreement or alleged oral agreement.

29. **Foreign Transactions.** Effective April 1, 2008, the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, plus 1% and .8% on single-currency international transactions.

30. **Personal Identification Number.** We may issue, upon your request, a Personal Identification Number (PIN) for use with your card. This PIN is confidential and should not be disclosed to anyone. You may use your PIN to access your account and all sums advanced will be added

to your account balance. In the event a use of your PIN constitutes and Electronic Funds Transfer, the terms and conditions of your Electronic Fund Transfer Agreement may also affect your rights.

#### YOUR BILLING RIGHTS IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR ACCOUNT

Keep this notice for further use. This notice contains important information about your rights, and our responsibilities under the Fair Credit Billing Act. Notify Us in Case of Errors or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us (on a separate sheet) at the address listed on your bill. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about. If you have authorized us to pay your credit bill automatically from your shares or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

#### Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

#### Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services.

There are two limitations on this right:

- a) You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and
- b) The purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

#### ELECTRONIC FUNDS TRANSFER DISCLOSURE

This disclosure statement and agreement is made in compliance with Federal Law regulating EFT devices. "EFT" means Electronic Funds Transfer and refers to electronically initiated transfers of money from one account to another within Goldenwest Credit Union or USUCU, a division of Goldenwest Credit Union. An access device which can electronically initiate such a transfer is a VISA, STAR, PLUS, American Express, Discover, MasterCard, or Co-op CIRRUS automated teller machine with a Credit Union issued VISA Checking or Credit card or an ATM card when used with your Personal Identification Number (PIN). The access device for the Home Access system can either be a touch-tone phone, on-line branch, or mobile branch, your account and "PIN."

##### 1. Transfers You May Initiate.

a) You may use your access device in a Goldenwest automated teller machine to do any of the following: 1) Transfer funds between your share savings account and your checking account; 2) Make payments on your main account loan or Line of Credit loan by transferring funds from your share savings account or your checking account or in cash or by check; 3) Initiate a cash advance from your Line of Credit; 4) Withdraw funds from your share savings or checking account.

b) You may use your access device with Home Access® phone, On-line branch, or Mobile Branch to: 1) Transfer funds between your share savings account, your checking account or your insured money market fund; 2) Make payments on all the loans and Line of Credit loans on your account by transferring funds from your share savings account, your checking account or insured money market fund. Transfers from the share savings account are limited to six (6) times a month.

c) You may use your access device in another institution's automated teller (see the back of your card for the ATM networks you may use) to do the following: 1) Transfer funds between your share savings account and your checking account; 2) Initiate cash advances from your Line of Credit; 3) Withdraw funds from your share savings or checking account; 4) Make deposits to your share savings account or checking account.

The types of transfers you may initiate depend upon the type of accounts you have with Goldenwest Credit Union or USUCU, a division of Goldenwest Credit Union. Automated transfers include transactions initiated by you with your card and PIN as long as the machine is capable of performing that transaction or with a touch tone telephone, your access code and you "PIN" (Home Access Phone). Automated transfers also include transactions initiated by another person to whom you have given consent to use your card and/or "PIN." If you choose to withdraw this consent from another individual, you must contact us immediately.

2. Charges. There is no transaction charge for using a Goldenwest Credit Union or USUCU Automated Teller Machine when using a Goldenwest Credit Union card or a USUCU card. In the event that your account becomes overdrawn, a non-sufficient fund charge will be assessed. Checks returned on deposits or payments will be subject to a fee of up to \$22. There will be a fee for using a foreign (non-Goldenwest or non-USUCU) ATM. In the future, the Credit Union, at its discretion may make additional charges. Notification of such charges will be sent to you according to the requirements of Federal Law regulating EFT access devices.

3. Your Liability. You may be liable for any unauthorized transfers of money from your share savings, checking account, insured money market or Line of Credit account. You may protect yourself by prompt reporting of any loss or theft of your access devices or any unauthorized transfers.

4. Liability Disclosure. Tell us AT ONCE if you believe your card or PIN has been lost or stolen, Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you believe your card or PIN has been lost or stolen, and you notify us immediately after you learn of the loss or theft, you can keep your loss at a minimal amount.

5. Whom to Contact Upon Loss / Error / Questions. If you believe your card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission then contact us immediately. It would be best to call us at our telephone numbers: Ogden – 801-621-4550, Toll-Free 1-800-283-4550 or after hours 1-800-682-6075, or you may write to us at Goldenwest Credit Union, P.O. Box 1111, Ogden, Utah 84402. Written notice of loss or theft is effective at the time you mail or otherwise send notice to us.

If you do NOT tell us within two business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you could be held liable for loss or theft.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, 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 the time periods.

6. In Case of Errors or Questions About Your Electronic Transfers. Telephone us at 801-621-4550, or toll-free at 1-800-283-4550 or 1-800-248-6361 or write us at P.O. Box 1111, Ogden, Utah 84402, 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. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number.
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 20 business days after we hear from you and will correct any error promptly. If we need more time, however, to do this, we will credit your account within 10 business days, the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

7. Limitations on Dollar Amount of Transfers. You may withdraw up to five hundred dollars (\$500.00) from the automated teller machines each day.

8. Disclosure of Information About You to Others. Except as required or allowed by law, we will not disclose information regarding your electronic funds transfers initiated by your access device.

9. Periodic Statements. Your account statements will tell you the amount and number of deposits, payments, withdrawals, transfers or advances which have been made from your share savings account, Checking account, insured Money Market account or Line of Credit. We will record the necessary information regarding your use of the machine. These receipts should be kept for future reference and to check the correctness of your periodic statement.

10. Our Liability. We are not liable to you for any damages that may result from our failure to make a transfer if your account has insufficient funds; or, if your funds are subject to legal process or other encumbrance which restricts transfer, or such transfer would exceed an established credit limit or if the automated teller machine where you are making the transfer does not have enough cash, or if the system was not working properly and you knew about the break down when you started the transfer or if circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions we have taken.

The cards and PIN are the property of Goldenwest Credit Union and must be returned upon request.

11. Availability and Limits on Use. (ACH Program and Telephone Transfer-Upon Your Request.) We may authorize debits (withdrawals) from or credits (deposits) to any of your Credit Union accounts or initiate a transfer of funds from your accounts; maximum six (6) per calendar month.

12. Business Day. (Applies to all covered transactions.) For the purpose of this agreement our business days are Monday through Friday. Holidays are not included.

GOLDENWEST FEDERAL CREDIT UNION  
P.O. Box 1111  
Ogden, Utah 84402

Ogden Area: 801-621-4550  
Toll-Free: 1-800-283-4550 or 1-800-682-6075