



The Southern Credit Union
PO Box 1509
Fayetteville, GA 30214
(770)-719-1111 • 1-800-338-5882
www.southernonline.org

CREDIT CARD APPLICATION

Married Applicants may apply for a separate account. Check the appropriate box to indicate Individual Credit or Joint Credit.

☐ **Individual Credit:** Complete **Applicant** sections if only the applicant's income is considered for loan approval.

Complete **Applicant** and **Co-Applicant** sections: (1) if you are relying on income from alimony, child support, or separate maintenance or on the income or assets of another person as the basis for repayment of credit requested; (2) if you reside in a Community Property State; (3) if you are relying on property located in a Community Property State as a basis for repayment of the credit requested; or (4) if you are an Alaska resident subject to a community property agreement or community property trust. Community Property States include: AZ, CA, ID, LA, NM, NV, TX, WA, WI.

☐ **Joint Credit:** Complete **Applicant** and **Co-Applicant** sections if your co-applicant will be contractually liable for repayment of the loan and initial below:
We intend to apply for joint credit. _____ (Applicant Initials) _____ (Co-Applicant Initials)

PLEASE CHECK BELOW TO INDICATE THE TYPE OF ACCOUNT(S) AND TYPE OF CREDIT FOR WHICH YOU ARE APPLYING.

☐ **Account/Loan:** ☐ Individual ☐ Joint

(Including ATM/Debit Card Access to the Account if Available)

Amount Requested \$ _____

Purpose/Collateral: _____

☐ Other Loan Request _____

Credit Cards: ☐ Individual ☐ Joint

Number of Cards _____

☐ Visa Classic

☐ UWG Classic

☐ Visa Gold

☐ UWG Reserve

☐ Visa Platinum

☐ Chick-fil-A-Visa

☐ Visa Share Secured

If Authorized user, name: _____ Date of Birth: _____

SEE PAGES 3 FOR IMPORTANT INFORMATION ABOUT CREDIT CARDS

APPLICANT				☐ CO-APPLICANT ☐ NON-APPLICANT SPOUSE/OTHER ☐ GUARANTOR			
NAME (Last - First - Initial)		ACCOUNT NUMBER		NAME (Last - First - Initial)		ACCOUNT NUMBER	
SOCIAL SECURITY NUMBER		MOTHER'S MAIDEN NAME		SOCIAL SECURITY NUMBER		MOTHER'S MAIDEN NAME	
E-MAIL ADDRESS		FAX NUMBER		E-MAIL ADDRESS		FAX NUMBER	
BIRTH DATE	HOME PHONE/CELL PHONE	BUSINESS PHONE/EXT.		BIRTH DATE	HOME PHONE/CELL PHONE	BUSINESS PHONE/EXT.	
PRESENT ADDRESS (Street - City - State - Zip)		☐ OWN ☐ RENT		PRESENT ADDRESS (Street - City - State - Zip)		☐ OWN ☐ RENT	
		YEARS/MONTHS AT THIS ADDRESS				YEARS/MONTHS AT THIS ADDRESS	
PREVIOUS ADDRESS (Street - City - State - Zip)				PREVIOUS ADDRESS (Street - City - State - Zip)			
PURCHASE PRICE OF HOME:		PRESENT HOME VALUE:		PURCHASE PRICE OF HOME:		PRESENT HOME VALUE:	
\$		\$		\$		\$	
MORTGAGE BALANCE		MONTHLY PAYMENT (MORTGAGE/RENT)		MORTGAGE BALANCE		MONTHLY PAYMENT (MORTGAGE/RENT)	
\$		\$		\$		\$	
PLEASE COMPLETE ONLY IF YOU ARE APPLYING FOR JOINT CREDIT, SECURED CREDIT, OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE.				PLEASE COMPLETE ONLY IF YOU ARE APPLYING FOR JOINT CREDIT, SECURED CREDIT, OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE.			
☐ MARRIED ☐ SEPARATED ☐ UNMARRIED (Single - Divorced - Widowed)				☐ MARRIED ☐ SEPARATED ☐ UNMARRIED (Single - Divorced - Widowed)			

EMPLOYMENT

NAME AND ADDRESS OF EMPLOYER		NAME AND ADDRESS OF EMPLOYER	
HIRE DATE	POSITION	HIRE DATE	POSITION
PRIOR EMPLOYER		PRIOR EMPLOYER	

INCOME

OTHER INCOME NOTICE: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered.		OTHER INCOME NOTICE: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered.	
INCOME		INCOME	
\$ PER		\$ PER	

REFERENCES

NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU	HOME NUMBER	NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU	HOME NUMBER
	RELATIONSHIP		RELATIONSHIP
NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU	HOME NUMBER	NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU	HOME NUMBER
	RELATIONSHIP		RELATIONSHIP

WHAT YOU OWE	CREDITOR NAME OTHER THAN THIS CREDIT UNION (Attach additional sheet(s) if necessary)	INTEREST RATE	PRESENT BALANCE	MONTHLY PAYMENT	OWED BY	
					APPLICANT	OTHER
			\$	\$	☐	☐
			\$	\$	☐	☐
			\$	\$	☐	☐
			\$	\$	☐	☐
			\$	\$	☐	☐
			\$	\$	☐	☐
			\$	\$	☐	☐
LIST ALIMONY, CHILD SUPPORT OR CHILD CARE PAID MONTHLY				\$	☐	☐
LIST ANY NAMES UNDER WHICH YOUR CREDIT REFERENCES AND CREDIT HISTORY CAN BE CHECKED:			TOTALS	\$	\$	

WHAT YOU OWN	LIST LOCATION OF PROPERTY OR FINANCIAL INSTITUTION	MARKET VALUE	PLEGDED AS COLLATERAL FOR ANOTHER LOAN	OWNED BY	
				APPLICANT	OTHER
		\$	☐ YES ☐ NO	☐	☐
		\$	☐ YES ☐ NO	☐	☐
		\$	☐ YES ☐ NO	☐	☐
		\$	☐ YES ☐ NO	☐	☐
		\$	☐ YES ☐ NO	☐	☐
TOTAL		\$			

OTHER INFORMATION ABOUT YOU - IF YOU ANSWER "YES" TO ANY QUESTION OTHER THAN #1, EXPLAIN ON AN ATTACHED SHEET.

	APPLICANT	OTHER
1. ARE YOU A U.S. CITIZEN OR PERMANENT RESIDENT ALIEN?	☐ YES ☐ NO	☐ YES ☐ NO
2. DO YOU CURRENTLY HAVE ANY OUTSTANDING JUDGMENTS OR HAVE YOU EVER FILED FOR BANKRUPTCY, HAD A DEBT ADJUSTMENT PLAN CONFIRMED UNDER CHAPTER 13, HAD PROPERTY FORECLOSED UPON OR REPOSSESSED IN THE LAST 7 YEARS, OR BEEN A PARTY IN A LAWSUIT?	☐ YES ☐ NO	☐ YES ☐ NO
3. IS YOUR INCOME LIKELY TO DECLINE IN THE NEXT TWO YEARS?	☐ YES ☐ NO	☐ YES ☐ NO
4. ARE YOU A CO-MAKER, CO-SIGNER OR GUARANTOR ON ANY LOAN NOT LISTED ABOVE? FOR WHOM (NAME OF OTHERS OBLIGATED ON THE LOAN): _____ TO WHOM (NAME OF CREDITOR): _____	☐ YES ☐ NO	☐ YES ☐ NO

STATE NOTICES

OHIO RESIDENTS ONLY: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

WISCONSIN RESIDENTS ONLY: Marital Status Only: ☐ Married ☐ Unmarried ☐ Legally Separated

If married: the name of my spouse is _____

Spouse's SSN: _____ ☐ Spouse's Address (if different) _____

Notice: No provision of any marital property agreement, unilateral statement under Section 766.59, or court decree under Section 766.70 will adversely affect the rights of the Credit Union unless the Credit Union is furnished a copy of the agreement, statement or decree, or has actual knowledge of its terms, before the credit is granted or the account is opened.

MARRIED WISCONSIN RESIDENTS APPLYING FOR AN INDIVIDUAL ACCOUNT: By signing here, I state that the credit being applied for, if granted, will be incurred in the interest of the marriage or family of the Borrower(s).

X _____

OVER THE CREDIT LIMIT CONSENT

I understand that, unless I opt-in to over-the-credit-limit transactions, you will decline any transaction that causes me to go over my credit limit. If I opt-in to over-the-credit-limit transactions and I go over my credit limit, I understand you will charge me a fee of up to \$40.00. You may also increase my APR to the Penalty APR of N/A. I will only pay one fee per billing cycle, even if I go over my limit multiple times in the same cycle. Even if I request over-the-credit-limit coverage, I understand that in some cases you may still decline a transaction that would cause me to go over my limit, such as if I am past due or significantly over my credit limit.

☐ Yes, I want over-the-credit-limit coverage.

_____ (applicant initials) _____ (other initials)

By not initialing here, I /we understand transactions that exceed my credit limit will not be authorized.

SECURITY INTEREST

THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF CREDIT UNDER THIS APPLICATION.

IF YOUR APPLICATION IS APPROVED, YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENDED UNDER THIS AGREEMENT. YOU ALSO AGREE THAT WE HAVE SIMILAR STATUTORY LIEN RIGHTS UNDER STATE AND/OR FEDERAL LAW. IF YOU ARE IN DEFAULT, WE CAN APPLY YOUR SHARES TO THE AMOUNT YOU OWE.

Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given are not subject to this security interest.

If you have other loans with us, collateral securing such loans will also secure your obligations under this Agreement, unless that other collateral is your principal residence or non-purchase money household goods.

_____ (Applicant Initials) _____ (Co-Applicant Initials)

LOAN APPLICATION SIGNATURES

PLEASE READ BEFORE SIGNING:

All the information in this application is true. I understand that section 1014 Title 18 U.S. Code makes it a federal crime to knowingly make a false statement on this application. You have my permission to check it. You may retain this application even if not approved. I understand that you may receive information from others about my credit and you may answer questions and requests from others seeking credit or experience information about me or my accounts with you. If this application is approved, I agree to honor the provisions of the credit or loan agreement and security agreement or credit card agreement covering my account or loan. (If this application is for two of us, this statement applies to both of us.)

Consumer and Credit Report Authorization. By signing this Application, I authorize you to obtain my consumer and/or credit report for the purposes of evaluating this application and to obtain subsequent credit reports on an on-going basis in connection with this transaction, and for all other legitimate purposes, such as reviewing my accounts or taking collection action on the account. I authorize you to receive and review other information about me, such as my employment and income information, from third-parties or consumer reporting agencies.

Vermont Residents: Applicant provided consent via phone _____ (Credit Union Initials)

IMPORTANT NOTICE ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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 opens an account. What this means for me: When I open an account, you will ask for my name, address, date of birth, and other information that will allow you to identify me. You may also ask to see my driver's license or other identifying information.

SIGNATURE OF APPLICANT

DATE

X

SIGNATURE OF CO-APPLICANT

DATE

X

HAVE YOU OMITTED ANYTHING? REMEMBER: INCOMPLETE APPLICATIONS CANNOT BE PROCESSED.

IMPORTANT CREDIT CARD DISCLOSURES

The following disclosure represents important details concerning your credit card. The information about costs of the card are accurate as of _____. You can contact us toll free at 1-800-338-5882 or PO Box 1509, Fayetteville, GA 30214. to inquire if any changes occurred since the effective date.

INTEREST RATES and INTEREST CHARGES:

	Classic/ UWG Classic	Gold/ UWG Reserve	Share Secured	Platinum/ Chick-fil-A Visa
Annual Percentage Rate (APR) for Purchases, Cash Advances, & Balance Transfers	11.90%	9.90 %	11.90%	6.75% - 8.90% depending on your credit history. This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the date the cash advance or balance transfer is posted to your account.			
Minimum Interest Charge	None			
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:

Fees to Open or Maintain your Account - Annual Fee - Application Fee:	\$25.00 for Visa Platinum; None for Visa Classic/UWG Classic, Visa Gold/UWG Reserve, Chick-fil-A Visa and Visa Share Secured None
Transaction Fees - Balance Transfer: - Cash Advance: - Foreign Transaction:	 None \$5.00 per each cash advance None
Penalty Fees - Late Payment: - Over-the-Credit Limit: - Returned Payment:	 Up to \$29.00 the first time your payment is late. If you make a subsequent late payment within the following 6 billing cycles, you will be charged up to \$40.00 for each late payment. Up to \$29.00 the first time you exceed your credit limit. If you exceed your credit limit again within the following 6 billing cycles, you will be charged up to \$40.00 each time you exceed the credit limit. Up to \$35.00 if your payment is returned for any reason.

How We Will Calculate Your Balance: We use a method called "average daily balance" (excluding new purchases).

CREDIT CARD AGREEMENT

THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF CREDIT UNDER THIS AGREEMENT.

YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENDED UNDER THIS AGREEMENT. YOU ALSO AGREE THAT WE HAVE SIMILAR STATUTORY LIEN RIGHTS UNDER STATE AND/OR FEDERAL LAW. IF YOU ARE IN DEFAULT, WE CAN APPLY YOUR SHARES TO THE AMOUNT YOU OWE.

Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given are not subject to this security interest.

If you have other loans with us, collateral securing such loans will also secure your obligations under this Agreement, unless that other collateral is your principal residence or non-purchase money household goods.

Using Your Card. You can purchase or lease goods and services from any merchant who honors your Card, and you may obtain cash advances from financial institutions and ATM machines that accept the Card, up to your maximum credit limit. You agree not to present your Card or obtain a cash advance for any extension of credit in excess of your available credit limit; however, if you do exceed your credit limit, you agree to make immediate payment sufficient to bring the balance below the credit limit. Certain purchases and cash advances require authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our system is not working, we may not be able to authorize a transaction, even though you have sufficient credit available. Also, for security reasons, we may block the use of your Card in certain countries or geographic areas. We will have no liability to you or others if any of these events occur.

Personal Identification Number (PIN). We may issue 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 and your Card to access your account, and all sums advanced will be added to your account balance. In the event a use of your PIN constitutes an Electronic Funds Transfer, the terms and conditions of your Electronic Funds Transfer Agreement may affect your rights.

Promise To Pay. You promise to pay us 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; (b) all Interest Charges and all 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.

Illegal Transactions. You agree that your Card and account will not be used to make or facilitate any illegal transactions as determined by applicable law; and that any such use will constitute an event of default under this Agreement. We may decline any transaction that we believe to be illegal under applicable law, including but not limited to any transaction involving or relating to any gambling activity. You agree that we will have no liability or responsibility for any such use by you or any authorized user(s); or for declining any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use. You promise to pay us any and all amounts owing on your Card for any transactions made by you, even if the transaction is determined to be illegal.

Joint Accounts. Each of you will be responsible, jointly and severally, for the repayment of amounts owed, regardless of who initiated any transaction under the account.

Others Using Your Account. If you allow anyone else to use your account, you will be liable for all credit extended to such persons. You promise to pay for all purchases and advances made by anyone you authorize to use your account, whether or not you notify us that he or she will be using it. If someone else is authorized to use your account and you want to end that person's privilege, you must notify us in writing, and if he or she has a Card, you must return that Card with your written notice for it to be effective.

Ownership of Card. Your Card remains our property and may be cancelled by us at any time without notice. You agree to surrender your Card and to discontinue use of the account immediately upon our request.

Interest Charges. You agree to pay interest at the rate(s) disclosed to you at the time you open your account and as may be changed from time to time in accordance with applicable law. *Average Daily Balance including new transactions:* Interest Charges will accrue on your average daily balance outstanding during the month. To get the average daily balance, we take the beginning balance each day, add any new purchases, cash advances, balance transfers or other advances, and subtract any payments, unpaid interest charges, and unpaid late charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide that by the number of days in the billing cycle. We then multiply that by the periodic rate corresponding to the Annual Percentage Rate on your account. If you have different rates for purchases, cash advances or balance transfers, separate average daily balances for each will be calculated and the appropriate periodic rate is then applied to each.

Grace Period on Purchases Only: You can avoid Interest Charges on purchases by paying the full amount of the new balance for purchases each month by the date on which the payment is due. Otherwise, the new balance of your account, and subsequent advances from the date they are posted to the account, will be subject to an Interest Charge. You cannot avoid Interest Charges on cash advances and balance transfers; even if you pay the entire cash advance balance or balance transfer balance by the payment due date, you will incur the Interest Charges accrued from the date the cash advance or balance transfer is posted to your account.

Fees. In addition to the Interest Charges set forth above, you agree to also pay any and all fees that you incur as disclosed to you on your Truth-in-Lending Statement or similar disclosures (as may be amended from time to time), or as disclosed to you during the term of your Card.

If Your Card is Lost or Stolen or if an Unauthorized Use Occurs. You agree to notify us immediately if your Card is ever lost or stolen or if an unauthorized use may have occurred. "Unauthorized use" 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. The telephone number to call is 1-800-338-5882. You agree to follow up your call with notice in writing to us at: The Southern Credit Union, PO Box 1509, Fayetteville, GA 30214. To Report a Lost or Stolen VISA Card After Hours Call Toll Free- 1-800-543-5073. To Close the Account send notice in writing to: The Southern Credit Union, PO Box 1509 Fayetteville, GA 30214. Direct all other reports, requests and inquiries to: The Southern Credit Union, PO Box 1509 Fayetteville, GA 30214. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your Card and comply with such procedures as we may require in connection with our investigation. You will be liable for any unauthorized use only if we can prove that you were negligent in your use or handling of your Card, or if we can prove that you used your Card fraudulently.

To protect you and us, the Credit Union, in its sole discretion, may place a temporary freeze on all or part of the credit available to you for new purchases or cash advances under this agreement any time the Credit Union receives a large payment (\$1,000.00 or more), by a method other than cash, certified funds or electronic transfer. In such cases, the Credit Union may freeze your credit line until payment is actually collected by us.

Minimum Payment Due; Crediting of Payments. Payments are due in the amount and on the date disclosed on your billing statement. If your payment is received by us on a business day at the address and by the time designated on the billing statement, it will be credited to your account on the date of receipt. If payment is made at any location other than the address designated on the periodic statement, credit for such payment may be delayed up to five (5) days. Payments will be applied in any order we determine, subject to applicable law.

Default; Acceleration; Credit Suspension; Collection Costs. You will be in default if: (1) you fail to make any payment on time; (2) if you fail to keep any promises you have made under this Agreement or under other Agreements you have with us; (3) if you die; (4) if you file a petition in bankruptcy or have a bankruptcy petition filed against you, or if you become involved in any insolvency, receivership or custodial proceeding; (5) if anyone attempts to take any of your funds held by us via legal process or if you have a judgment or tax lien filed against you; (6) if you make any false, inaccurate, or misleading statements in any credit application or credit update; or (7) if we, in good faith, believe that your ability to repay what you owe is or soon will be impaired, or that you are unwilling to make your payments.

If you are in default, we have the right to demand immediate payment of your full account balance without giving you notice. If immediate payment is demanded, you agree to continue paying interest charges and fees until what you owe has been paid, and any shares that were given as security for your account may be applied towards what you owe. You agree to pay all reasonable costs of collection, including court costs and attorney's fees, and any costs incurred in the recovery of the Card, subject to applicable law. Even if your unpaid balance is less than your credit limit, you will have no credit available during any time that any aspect of your account is in default.

Suspension of electronic services and access to share or deposit accounts. Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your credit card or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

Additional Benefits/Card Enhancements. We may from time to time offer additional services to your Account, such as travel accident insurance, purchase rewards or rebates at no additional cost to you. You understand that we are not obligated to offer such services and may withdraw or change them at any time. If these benefits are withdrawn prior to any accrued use by you, the Credit Union will have no obligation to provide the benefit or enhancement, or any other compensation or consideration.

Convenience Checks. We may, at our discretion, issue checks to you which may be used for any purpose other than making a payment for credit to your account. By signing such check, 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 which would cause the outstanding balance in your account to exceed your credit limit.

Credit Information. We may from time to time request personal information from you or obtain credit reports from the credit reporting agencies for the purpose of updating your credit status. Your failure to provide such information when requested by us may result in suspension of credit privileges under this Agreement, including your ability to obtain any future advances by any means. You authorize us to investigate your credit standing when opening or reviewing your account. You authorize us to disclose information regarding your account to credit bureau and creditors who inquire about your credit standing.

Skip Payments: At our option, we may offer you the opportunity to not make ("skip") a minimum payment during certain designated billing cycles ("skip payment period"). If you do not make your minimum payments as provided in this Agreement during such periods, you understand that we will continue to apply finance charges to your account. Beginning with the period following an allowed skip payment period, all other provisions of this Agreement will apply. We have no obligation to accept your application for any skip payment period, and you authorize us to investigate your creditworthiness including obtaining consumer credit reports. We may charge you an application processing fee of up to \$35.00 for each skip payment period that we may offer to cover our costs of investigating your qualification for this extension including but not limited to the costs associated with researching your creditworthiness.

Note: *If you have any form of voluntary insurance or warranty coverage in connection with the loan on which you seek to skip a payment you should ensure your election to skip does not affect your coverage (examples include but are not limited to: Debt Protection, GAP, Vehicle Warranty in Connection with your loan "not manufacturer or other warranty"). Some companies that provide these insurance or warranty services limit the number of extensions on covered loans which may include voluntary skip payments. Such*

products are provided by third party companies and not the Credit Union so you will need to address any questions to those companies and review your policies / contracts.

Foreign Transactions; Currency Conversion. Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. The conversion rate in dollars will be a rate selected by the card company from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card company itself receives, or the government-mandated rate in effect for the applicable central processing date in each instance. All transactions processed outside of the United States (which may include internet transactions) will be charged a foreign transaction fee in the amount disclosed on your Truth-in-Lending Statement (as amended from time to time), even if you are located in the United States.

Termination; Change-in-Terms. We may, by written notice, terminate this Agreement at any time, subject to applicable law. You may terminate this Agreement by written notice. Termination by either party shall not affect your obligation to repay any balance on your account resulting from use of the Card as well as Interest Charges and fees incurred. We may change the terms of this Agreement, including the method of calculating the periodic rate, at any time, by written notice, subject to applicable law. Use of the Card constitutes agreement and acceptance of any change in terms, unless applicable law requires otherwise. Our failure to exercise any of our rights or to take any action shall not constitute a waiver of those rights, or an amendment or change in any of the terms of this Agreement.

Late or Partial Payments. Any payment that delays the reduction of your balance will increase your total interest costs. Partial payments or prepayments will not delay your next scheduled payment - you will still need to make the minimum scheduled payment by the next scheduled due date to keep your account current. We may accept late payments, partial payments, checks or money orders marked "payment in full" and such action shall not constitute final settlement of your account or a waiver or forgiveness of any amounts owing under this Agreement.

Enforcement. We do not lose our rights under this or any related agreement if we delay enforcing them. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

Returns and Adjustments. Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by submitting a credit slip which will be posted to your account. If your credits and payments exceed what you owe us, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written or verbal request.

Plan Merchant Disputes. We are not responsible for the refusal of any plan merchant or financial institution to honor your Card. Also, we are not responsible for goods or services that you purchase with the Card unless: (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than \$50 and was made from a plan merchant in your state or within 100 miles of your home; and only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant. You must resolve all other disputes directly with the plan merchant. We do not warrant any merchandise or services purchased by you with the Card.

Statements and Notices. Statements and notices will be mailed to you at the most recent postal address or e-mail address (if you have elected to receive such documents via electronic means) you have given us. Notice sent to any one of you will be considered notice to all.

Notification of Address Change. You will notify us promptly if you change your address for any reason. In order to prevent identity theft, your identity may need to be verified before we act upon the notification.

Copy Received. You acknowledge that you have received a copy of this Agreement.

Governing Law. This Agreement shall be construed under federal law and state law in the state in which we are primarily located, and the venue shall be located in the county and state in which we are primarily located. Operating regulations of Visa may also apply. This Agreement is the contract that applies to all transactions even though the sales, cash advance, convenience check, credit or other slips you sign or receive may contain different terms.

NOTICE TO UTAH BORROWERS: This written agreement is a final expression of the agreement between you and the Credit Union. This written agreement may not be contradicted by evidence of any oral agreement.

IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS:

The following applies if at the time this loan is made you are an active member of the military or a dependent (as those terms are defined in the Military Lending Act (MLA), 10 U.S.C. 987 and its implementing regulations ("MLA")), 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 (as defined in the MLA).

- 1. NOTICE:** 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 or debt protection fees; 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, please call 1-800-338-5882 Monday - Friday, 9:00 AM - 4:00 PM.
- 2.** This loan will not be secured by a consensual lien on shares or deposits in any of your accounts unless you 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 loan or account documents will not apply to the Secured Account or your other share or deposit accounts for any loan subject to the Military Lending Act.
However, we reserve our statutory lien rights and 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 loan.
- 3.** Any reference in this consumer credit contract to the following are hereby inapplicable to your loan: (a) Mandatory arbitration; (b) Any requirement(s) 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.
- 4.** Any provisions in your consumer credit contract, loan, security, or account agreements that are determined to be inconsistent with or contradictory to these disclosures or the MLA (as they may be changed or amended from time to time) are inapplicable with regard to this loan. However, all other terms and conditions of the consumer credit contract shall remain in full force and effect.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the address(es) listed on your statement.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

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

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

What Will Happen After We Receive Your Letter

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

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

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

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

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address(es) listed on your statement.

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.