

15. Changing or Terminating Your Account. The Credit Union may change the terms of this Agreement from time to time after giving you any advance notice required by law. Your use of the card after receiving notice of a change will indicate your agreement to the change. To the extent the law permits, and indicated in the notice to you, the change will apply to your existing account balance as well as to future transactions. Either the Credit Union or you may terminate this agreement at any time but termination by you or the Credit Union will not affect your obligation to pay the account balance plus any finance and other charges you owe under this Agreement.

16. Credit Information. You authorize the Credit Union to investigate your credit standing when opening or reviewing your account. You authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing.

17. Returns and Adjustments. Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchase and cash advances. If the amount is \$1 or more, it will be refunded upon your written request or automatically after 90 days.

18. Foreign Transactions. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The rate of exchange between the transaction currency and the billable currency used for the processing of International VISA transactions is wholesale market rate or government mandated rate, in effect one day prior to the processing date plus one percent or the applicable percentage determined by the issuer.

19. Your Billing Rights and Written Notice. If you think your "Statement" is wrong, or if you need more information about a transaction on your Statement, you must write to us as soon as possible on a separate sheet at: ChevronWest Credit Union, Attn: Visa Coordinator, 100 S. 500 W., Bountiful, UT 84010. We must receive notification from you no later than 60 days after we send you the first Statement on which the problem or error appeared. You may telephone us, but doing so will not preserve your rights. In your letter, you must:

- (a) State your name and account number;
- (b) Reference the dollar amount of the suspected error; and
- (c) Describe the error or the transaction and explain as clearly as you can why you believe it is an error or why you need more information.

If you have authorized us to make your credit card payment automatically from your Savings or Checking Account, you can stop the payment. You must write to us at: ChevronWest Credit Union, Attn: Visa Coordinator, 100 S. 500 W., Bountiful, UT 84010. We must receive your letter no later than three (3) business days before the automatic payment is scheduled.

20. Responsibilities After Receiving Your Written Notice. CWCUCU must acknowledge your letter within 30 days, unless we have corrected the error within that time. Within 90 days,

we must either correct the error or explain why we believe the Statement was correct.

After we receive your letter and during our investigation, we cannot try to collect any amount you question or report you as delinquent for your failure to pay this amount. We can continue to send you a Statement for the amount in question, including any Finance Charges and we can apply any unpaid amount against your Credit Limit. You do not have to pay the amount in question while we are investigating but you are still obligated to pay the portion(s) of your Statement that are not in question. If we find that we made an error, you will not have to pay any Finance Charge related to any questioned amount. If we did not make an error, you may have to pay applicable 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 showing the amount you owe and the date that it is due. If you then fail to pay the amount owed, we may report as delinquent. However if our explanation does not satisfy you and you write to us within 10 days telling us that you refuse to pay, we must make everyone that we report to aware that you have questioned our Statement and we must tell you the name of anyone we report to. Further, we must notify anyone that we report to upon resolution of this matter.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your Statement was correct.

21. Merchant Disputes. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services your purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider if:

- (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or
- (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

22. Effect of Agreement. This Agreement is the contract which applies to all transactions on your Credit Card account even though the sales, cash advances, credit or other slips you sign or receive may mean different terms.

23. No Waiver. The Credit Union can delay enforcing any of its rights any number of times without losing them.

24. Notices and Changes of Name, Address, or Employment. You understand the Credit Union will send you Account statements, replacement or renewal Cards, or other notices at the address shown in its records. If this is a joint Account, the Credit Union can send these items to any joint Account holder. You will promptly notify the Credit Union of any change in your name, address, or employment.

25. Illegal Use. Certain forms of online gambling, such as casino-style gaming, sports betting, purchase of lottery tickets or electronic gaming chips may violate local laws in countries

where gambling is illegal. Use of your card for any illegal transaction will result in the termination of your card privileges.

26. Contractual Pledge of Shares. I pledge all my shares and deposits in the Credit Union, including future additional, as security for this loan. In case I default, you may apply these shares and deposits to the payment of all sums due at the time of default, including costs of collection and reasonable attorney's fees. No lien or right to impress a lien on shares and deposits shall apply to any of my shares which may be held in an "Individual Retirement Account" or "Keogh Plan."

27. Visa Platinum Cash Back Tiered Rebate Information. An annual rebate will be given on your Visa Platinum Cash Back purchases made throughout the calendar year decreased by any purchase credits and excluding cash advances, advances made to pay off other loans, or any other increase of your account balance, e.g. fees, interest charges. The amount of the rebate is computed on the amount of Visa card purchases made in the calendar year according to the following breakdown: .5% on the portion of annual purchases \$0 to \$3,000 and 1% on the portion over \$3,000. The purchase rebate will be credited to your share savings account by the end of February for the previous year's purchases. Rebates will only be credited on accounts of members in good standing.

28. Visa Platinum Extra Awards Information. Points, referred to by CWCUCU as Extra Awards, will be given for purchases made throughout the calendar year decreased by any purchase credits and excluding cash advances, advances made to pay off other loans, or any other increase of your Visa account balance, e.g. fees, interest charges. One (1) Extra Award Point will be credited per \$1 spent. Extra Awards will only be credited to accounts of members in good standing. Extra Awards may be redeemed towards gift cards/certificates from select merchants and travel. Visit the Extra Awards Catalogue at www.chevronwestcu.org or call the redemption center toll-free at (877) 909-1450 from 6 a.m. to 6 p.m. Pacific Time, Monday thru Friday to redeem. You are responsible for submitting correct information when ordering an award. Errors in publication of awards materials may occur. We reserve the right to correct errors at any time.

Important Information About Your ChevronWest Credit Card Account



ChevronWest
CREDIT UNION
www.chevronwestcu.org



ChevronWest
CREDIT UNION

Building You, and Your Family, a Better Future.

**Important Information
About Your VISA Credit Card Account
(Keep This Notice for Future Use.)**

Card Type	VISA Classic Credit Builder & Teen	VISA Platinum Cash Back	VISA Platinum Extra Awards	Visa Platinum
Annual Percentage Rate (APR)	14.90%*	12.90%*	9.90%*	8.90%*
Grace Period on New Purchases	25 days from the date of the periodic statement.	25 days from the date of the periodic statement.	25 days from the date of the periodic statement.	25 days from the date of the periodic statement.
Computing Method for Balance Purchases	Average daily balance (including new purchases).	Average daily balance (including new purchases).	Average daily balance (including new purchases).	Average daily balance (including new purchases).
Annual Fee	None.	None.	None.	None.
Cash Advance Fee	None.	None.	None.	None.
Balance Transfer Fee	None.	None.	None.	None.
Other Fees	Late Fee: \$25. Over-the-Limit Fee: \$25. Return Check Fee: \$25. Lost Card Replacement Fee: \$5.	Late Fee: \$25. Over-the-Limit Fee: \$25. Return Check Fee: \$25. Lost Card Replacement Fee: \$5.	Late Fee: \$25. Over-the-Limit Fee: \$25. Return Check Fee: \$25. Lost Card Replacement Fee: \$5.	Late Fee: \$25. Over-the-Limit Fee: \$25. Return Check Fee: \$25. Lost Card Replacement Fee: \$5.
Foreign Transaction Fees	1% conveyance in US funds.	1% conveyance in US funds.	1% conveyance in US funds.	1% conveyance in US funds.
Awards	None.	.5% up to \$3,000, 1% \$3,001 and above.	1 point per every \$1 spent.	None.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the web site of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .			

* APR = Annual Percentage Rate. Final fixed rates are subject to credit approval.

VISA Card Agreement and Truth-in-Lending Disclosure Statement

In this Agreement, the words “you” and “your” mean each and all of those who apply for the card or sign this Agreement. “Card” means the VISA card and any duplicates and renewals we issue. “Account” means your VISA Card Line of Credit Account with us. “We”, “Us”, and “the Credit Union” means ChevronWest Credit Union.

1. Using the Card. You may use the card issued to you to make purchases in person, by mail, by telephone or the Internet from merchants and others who accept VISA cards. By using the card, you agree to the terms and conditions as outlined in this card disclosure. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program and from automated teller machines (ATMs) such as VISA ATM Network that provide access to the VISA System. (Not all ATMs provide such access.) You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM.

2. Responsibility. You agree to pay all charges (purchases and cash advances) to your account made by you or anyone whom you authorize to use your account. Your obligation to pay the amount owed on your account continues until paid in full even though an agreement, divorce decree or other court judgment to which the Credit Union is not a party may direct someone else to pay the account balance. If more than one person signs this Agreement, each is individually responsible for all amounts owed on the account and all are jointly responsible for all amounts owed. This means the Credit Union can enforce this Agreement against any of you individually or all of you together.

3. Credit Limit. If we approve your application, we will establish a self replenishing “Credit Limit” for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed the approved Credit Limit. Each payment you make on the account will restore your Credit Limit by the amount of the payment which is applied to principal. By giving you written notice, our credit department may reduce or increase your Credit Limit from time to time, or with good cause, revoke your card and terminate this Agreement. Good cause includes your failure to comply with the Agreement, or our adverse reevaluation of your credit worthiness. You may also terminate this Agreement at any time, but termination by either party does not affect your obligation to pay the account balance. The card will remain our property and you must recover and surrender to us all cards upon request and upon termination of this Agreement.

4. Monthly Payment. Each month, you must pay at least the “Minimum Payment” shown on your statement within 30 days of the “Statement Closing Date.” You may, of course, pay more frequently or pay more than the Minimum Payment, or pay the “Total New Balance” in full. If you make extra payments or larger payments, you are still required to make

at least the Minimum Payment each month your account has a balance. The Minimum Payment is 2.5% of your total new balance but not less than \$20, plus the amount of any prior Minimum Payments that you have not paid. In addition, at any time your Total New Balance exceeds your credit limit, you must immediately pay the excess upon demand.

5. Skip Payment Features. From time to time, ChevronWest Credit Union may announce a feature which may allow you to skip one or more payments. You understand that periodic finance charges will continue to accrue on your unpaid balance at the applicable daily periodic rate. At the end of the period, the payment terms of this Agreement will be reinstated automatically without further notice.

6. Finance Charges on Purchases. No “Finance Charge” for purchases will be imposed for the current billing period if the Total New Balance shown on that most recent monthly statement (covering the prior billing period) is received on, or before, the “Payment Due Date” shown on that statement, (which will not be less than 25 days from the Statement Closing Date) or if the previous purchase balance on the most recent prior monthly statement was zero. In all other cases, we impose a Finance Charge on your purchases by applying the “Periodic Rate” shown on your monthly statement to the “Average Daily Purchase Balance.” To get your Average Daily Purchase Balance, we take your beginning purchase balance each day, add any new purchase and subtotal any payments or credits. (A purchase appearing on the monthly statement is considered a part of the outstanding balance from the date of the transaction or the first day of the billing cycle in which the purchase is posted, whichever is later.) This gives us the “Daily Purchase Balance.” Then we add all the Daily Purchase Balances for the billing cycle by multiplying the Average Daily Purchase Balance by the monthly Periodic Rate.

7. Finance Charges on Cash Advances. A cash advance will accrue Finance Charges from the date you obtain the advance until the date full payment is received. On each Statement Closing Date, we figure the Finance Charge by applying the Periodic Rate to the “Average Daily Cash Advance Balance.” To get the Average Daily Cash Advance Balance, we take the beginning cash advance balance each day, add new advances and subtract any payments or credits. (A cash advance appearing on the monthly statement is considered a part of the outstanding balance from the date of the transaction or the first day of the billing cycle in which the cash advance is posted — whichever is later.) This gives us the “Daily Cash Advance Balance.” Then we add all the Daily Cash Advance Balances for the billing cycle together and divide the total by the number of days in the billing cycle. The Periodic Rate that we use in figuring the Finance Charge on cash advances is the same as that used in figuring the Finance Charge for purchases. See the preceding section “Finance Charges on Purchases.”

8. Default. You will be in default if you fail to make the Minimum Payment within 25 days after your monthly Statement Closing Date. You will also be in default if:

- (a) you breach any other conditions of this agreement;
- (b) your creditworthiness has become unsatisfactory to

- us because of a change in your employment status, an increase in your other obligations, bankruptcy or insolvency proceedings involving you;
- (c) you die, become incapacitated or fail to abide by this agreement.

In the event of default, or if this Agreement is terminated by either party, the entire balance becomes immediately due and payable. The Debtor, jointly and severally, agrees to pay reasonable attorney’s fees, court costs and/or collection agency fees and costs to the extent allowed by applicable laws and regulations. You agree that your salary or earnings may be subject to attachment or garnishment to the extent allowed under applicable law.

9. Security Interest. To secure your account:

- (a) you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which have not been paid for through our application of your payments in the manner described in paragraph 4;
- (b) you grant us a security interest in any of your property currently or thereafter held by us, except for a home or any of your property that would be defined as “household goods” by the FTC’s Credit Practices Rule;
- (c) if you sign, or have signed, a “Pledge of Shares” which specifically pledges your shareholdings to secure this credit card account, your credit card account will be secured by your pledged shares in the Credit Union;
- (d) collateral securing other loans with ChevronWest Credit Union may also secure this account.

10. Return Check Fee. There will be a \$25.00 fee assessed per item for returned checks.

11. Late Charge Fee. We will assess a late charge fee of \$25 on your monthly statement to your account balance as a purchase if you fail to make the payment at least equal to the Minimum Payment due as shown on your monthly statement on or before the 30th day following the Payment Due Date shown on the monthly statement.

12. Over-the-Limit Fee. Charges in excess of any Credit Limit will result in a monthly Over-the-Limit charge of \$25.00.

13. Lost Card Replacement Fee. If you believe your credit card to be lost or stolen, immediately call **1-800-682-6075**. There will be a \$5.00 charge to replace any lost card. If you lose your credit card more than 3 times in any 12 month period, we may close the credit line and not reissue card(s) on the account at our discretion.

14. Liability for Unauthorized Use. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify the Credit Union orally, or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.