

This Agreement sets forth terms for the use of the TruWest Credit Union Visa Card (referred to as "the Card") and contains various disclosures and information required by law.

Your TruWest® Credit Union Visa® Card Agreement, Disclosure and Billing Rights Notice

Effective 10/15/2018

PLEASE READ THEM CAREFULLY.

In this Agreement the words "you," "your," "yours," and "Cardholder," mean each and all persons who receive, sign, or use a Card under this Agreement. The words "we," "us," "our," "TruWest," and "Credit Union," mean TruWest Credit Union.

By use of the Card, Cardholder accepts the Card and agrees to be bound by these terms and conditions and Visa Association's operating rules.

VISA CARD HOLDER AGREEMENT AND BILLING RIGHTS NOTICE

1. CARD OWNERSHIP:

Any Visa Card issued to you or to another person at your request remains the property of TruWest Credit Union. The Credit Union may terminate your Visa account at any time and you will destroy your Card or Cards promptly upon demand.

2. Visa CARD ISSUANCE:

You have made an application with TruWest Credit Union, which established your request that we issue to you a TruWest Credit Union Visa Card.

3. RESPONSIBILITY:

When we issue you a Card(s), you agree to repay all debts and FINANCE CHARGES arising from the use of the Card(s) and the Card account. For example, you are responsible for charges made by yourself, your spouse, and your minor children. You are also responsible for charges made by anyone to whom you give the Card(s). This responsibility continues until the Card(s) is recovered. You cannot disclaim responsibility by notifying us. We will close the account for new transactions if you so request. You shall destroy 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 a party may direct you or other persons responsible to pay the account. Any person using the Card(s) is jointly and severally liable with you for charges he or she makes. Any person who signs the Card(s) becomes a party to this Agreement and is jointly and severally liable for all charges on the account balance, including yours.

4. CREDIT LIMIT:

We will establish a self-replenishing line of credit to be drawn upon as you utilize your TruWest Credit Union Visa Card. The amount of the credit limit will be based upon a variety of factors, including, but not limited to, your ability to pay and your creditworthiness. You agree not to request advances or make purchases that would exceed your credit limit at any time. We

will advise you of your credit limit in writing and it will become part of this agreement by reference. You agree to advise us of any change(s) in your financial condition, which may affect your creditworthiness.

5. USING THE CARD:

To make a purchase or to request a cash advance, you may 1) use the Card at a participating Visa plan merchant, TruWest Credit Union or another financial institution; 2) use the Card in conjunction with your Personal Identification Number (PIN) at an Automated Teller Machine (ATM) or other type of electronic terminal that provides access to the Visa system; 3) use the Card in a telephone sales transaction; or 4) use the Card in a mail order transaction. A monthly statement will identify the merchant, Your Visa Card Agreement, Disclosure and Billing Rights Notice Effective 9/23/11 electronic terminal or financial institution where transactions were made. You should retain all sales, cash advance, credit or other slips received at the time of transaction to verify your monthly statement.

6. GRACE PERIOD:

Grace period is 25 days from the statement Closing Date (provided you have paid in full the New Balance Total from the previous statement by its Payment Due Date).

7. COLLECTION COSTS:

If you are in default and we demand payment in full, you understand that you will be charged FINANCE CHARGES on the unpaid balance at the monthly periodic rate shown in the FINANCE CHARGES section in the supplemental disclosure, collection costs and late charges, if any, until you repay your loan. You also agree to pay our reasonable attorney's fees and court costs.

8. LIABILITY FOR UNAUTHORIZED USE:

You should retain copies of all charge slips until you receive your statement, at which time you should verify that the charges are true and the amounts unaltered. You may be liable for the unauthorized use of your Visa card. You may not be liable for unauthorized use(s) of your Visa card that occur after you have notified us of the loss, theft or possible unauthorized use of your Visa card. You must notify TruWest Credit Union within two (2) days of learning of the loss, theft or possible unauthorized use of your Visa card. You must notify TruWest Credit Union in writing at

**TruWest Credit Union
PO Box 78637
Phoenix, AZ 85062-8637**

or by calling us at the phone numbers listed in Section 9 of this Agreement. Your liability for unauthorized use of your credit card will not exceed \$50.00. Unauthorized use does not include use by a person to whom you have given the Visa card or use by a person to whom you have given authority to use the Visa card. You will be liable for use by such users. To terminate this authority, you must retrieve the Visa card from the previously authorized user and return it to us at the address mentioned above along with a letter explaining why you are doing so.

9. LOST OR STOLEN CARD(S):

Please notify us immediately of the loss, theft, or possible unauthorized use of your Visa Card(s) at 1 (855) 878-9378.

10. CARD ACCEPTANCE:

Some purchases will require our prior authorization. You may be asked by the merchant to provide identification with your transaction. 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 when these events occur. We are not responsible for the refusal of any merchant to accept or honor your Visa Card(s).

11. RETURNS & ADJUSTMENTS:

Merchants and others who honor the Visa Card may give credit for returns or adjustments by remitting to you a credit slip and by sending us a notification. We will post any returns or adjustments to your account upon merchant notification. If your credits and payments exceed what you owe, we will apply the excess against future purchases and cash advances. We will refund any account credit over \$1.00 upon your written request or automatically after six (6) months.

12. FOREIGN TRANSACTIONS:

If you incur a charge in a foreign country where there is no currency conversion, the transaction will incur an eight-tenths (0.8) percent fee. If the transaction requires a currency conversion, TruWest Credit Union will convert the charge into a U.S. Dollar amount. We will use the procedures in effect at the time that the transaction is processed. Currently the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one (1) day prior to the processing date, increased or by one (1) percent for multi-currency transactions. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. Transactions in certain countries may be blocked and will require a manual or verbal authorization for approval. Please check with the Credit Union prior to departure to determine if your destination country is affected. The right to deny such transactions is within the sole discretion of the Credit Union and affected countries may change at any time.

13. EFFECT OF AGREEMENT:

The terms and conditions of this Agreement shall be controlling and apply to all transactions on your account.

14. CHANGE IN TERMS:

We may change any term or part of the Agreement, including FINANCE CHARGE rate, fee or method of computing any balance upon which the FINANCE CHARGE rate is assessed, by sending you a written notice to the address noted on our records at least forty-five (45) days prior to the effective date of the change. Such changes will apply, in accordance with applicable laws and regulations, to the Card(s), except for an increase in the FINANCE CHARGE rate, which will apply only to new transactions made under this Agreement.

15. TERMINATION/CARD CANCELLATION:

The decision of the Credit Union will be final and binding, should it find that good cause exists for terminating this Agreement. You will be in default under this agreement upon: (a) your failure to make the Minimum Payment when due; (b) your violation of any other provision of this Agreement;

(c) your death; (d) your becoming the subject of a bankruptcy or insolvency proceeding; (e) your becoming the subject of an attachment, foreclosure, repossession, lien judgment or garnishment proceeding; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unwilling or unable to perform the terms or conditions of this Agreement; (i) indication by our reporting agencies of your serious delinquency; (j) your moving out of the U.S. or providing us with a non-U.S. mailing address; (k) your becoming incompetent; (l) your exceeding your credit limit; (m) your payment is returned unsatisfied by a bank or financial institution for any reason; or (n) any credit card check is returned unpaid by us. You will be advised of the reasons for any adverse actions. When your Account is closed, you agree to destroy your Card(s) and return to us any unused credit card checks. We will not honor any credit card check(s) we receive after your Account has been cancelled. After your default, your Account balance will continue to accrue FINANCE CHARGES at the contract rate. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, change the terms of your Account and this Agreement, require you to pay your entire Account balance including all accrued but unpaid charges immediately, and sue you for any amount owed to us. Upon default, you will pay related court costs, reasonable attorneys' fees, and other collection costs to the extent permitted by the law in the state in which you reside. Upon default, we will apply your payments in the following order: (1) attorneys' fees; (2) principal balance; and (3) unpaid FINANCE CHARGES.

16. CLOSING YOUR ACCOUNT:

You can cancel or close your Account by notifying us in writing. Your notice becomes effective within five (5) days after we receive it. When you cancel the Account, the remaining outstanding balance will continue to accrue FINANCE and other charges and is subject to the terms and conditions of this Agreement.

17. GOVERNING LAW:

You understand and agree that this Agreement is made in Arizona and shall be governed and construed according to the laws of the State of Arizona to the extent that Arizona law is not inconsistent with controlling Federal laws.

18. CREDIT INFORMATION:

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 bureaus and other creditors who inquire of us about your credit standing to the extent authorized by law.

19. WAIVER:

We may delay enforcing our rights under this Agreement without losing them. A waiver of any right by us shall not be deemed a waiver of other rights or of the same right at another time.

20. ACKNOWLEDGEMENT:

This Visa Agreement and Supplemental disclosure have been furnished to you by TruWest Credit Union. You acknowledge

receipt of and acceptance of said Agreement by the signing, acceptance, and/or use of the Visa Card issued to you. You hereby accept all of the terms and conditions of this Visa Card Agreement and Disclosure Statement.

21. CREDIT REPORTING:

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a credit reporting agency. If any specific information related to your Account transactions or credit experience with us is inaccurate, you may request us to correct the inaccurate information (after confirmation of the alleged error) reported to any credit reporting agency by notifying us in writing at TruWest Credit Union, PO Box 78637, Phoenix, AZ 85062-8637.

22. INTERNET GAMBLING:

Internet gambling may be illegal in the jurisdiction in which you are located; if so, you are not authorized to use your Visa Card to complete these transactions. The Credit Union assumes no responsibility or culpability whatsoever for any illegal use of the Card.

YOUR BILLING RIGHTS:

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

KEEP THIS NOTICE FOR FUTURE USE.

1. PROCEDURES TO NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT:

If you think your statement is wrong, or if you need more information about a transaction on your statement, notify us in writing on a separate sheet at TruWest Credit Union, PO Box 78637, Phoenix, AZ 85062-8637. Write us as soon as possible. Do not send the notice on or with your payment. We must hear from you no later than sixty (60) days after we send you the first statement on which the error or problem appeared. You can call us at 1 (855) 878-9378, but doing so will not preserve your rights. You must include the following information in your notice: (1) your name and account number; (2) the dollar amount of the suspected error; (3) the posting date of the transaction in question; and (4) a description of the error and an explanation, if you can, of why you believe there is an error. If you need more information, describe the item you are not sure about.

2. YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE:

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the statement 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 will still be obligated to pay the parts of your statement that are not in question. If we find that we made a mistake on your statement, you will not have to pay any FINANCE CHARGES related to the questioned amount(s). If we did not make a mistake, you must pay all

FINANCE CHARGES and missed payments on the questioned amount(s). We will send you a statement of the amount you owe and the date it is due. If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report to that you have a question about your statement, and we must tell you the name of anyone we report you to. We must tell anyone we report you to that the matter has been settled between us when it is finally resolved. If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if our statement was correct.

3. SPECIAL RULES FOR CREDIT CARD PURCHASES:

If you have a problem with the quality of property or services that you purchased with your Visa 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 an advertisement for the property or services.

TruWest® Credit Union
Federally Insured by NCUA

1667 N Priest Dr, Tempe, AZ 85281
1 (855) 878-9378

