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## CONSUMER CREDIT CARD AGREEMENT AND DISCLOSURE



This Consumer Credit Card Agreement and Disclosure together with the Account Opening Disclosure and any other Account opening documents or any subsequent documents provided to You related to this Account (hereinafter collectively referred to as "Agreement") govern the terms and conditions of this Account. "We," "Us," "Our" and "Ours" and "Credit Union" refers to TruWest Credit Union with which this Agreement is made. "You," "Your," and "Yours" refers to each applicant and co-applicant for the Account; any person responsible for paying the Account; and anyone You authorize to use, access or service the Account. "Card" means any TruWest Credit Union Visa® credit card, including Platinum Visa®, Platinum Points Visa® and Signature Visa® credit cards, and any other access devices, duplicates, renewals, or substitutions, including convenience checks, the Credit Union issues to You. "Account" means the line of credit established by this Agreement and includes Your Card.

### SECURITY INTEREST

You grant the Credit Union a security interest under the Uniform Commercial Code and under any common law rights the Credit Union may have in any goods You purchase.

If You give the Credit Union a specific pledge of shares by signing a separate pledge of shares, Your pledged shares will secure Your Account. You may not withdraw amounts that have been specifically pledged to secure Your Account until the Credit Union agrees to release all or part of the pledged amount.

**You grant Us a security interest in all individual and joint share and/or deposit accounts You have with Us now and in the future to secure Your credit card Account. Shares and deposits in an IRA or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest You have given in Your shares and deposits. You may withdraw these other shares unless You are in default. When You are in default, You authorize Us to apply the balance in these accounts to any amounts due. For example, if You have an unpaid credit card balance, You agree We may use funds in Your account(s) to pay any or all of the unpaid balance.**

Unless otherwise prohibited by federal and/or state law, collateral securing other loans You have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other Agreement.

**1. USING YOUR ACCOUNT** — By requesting and receiving, signing, using, or permitting others to use the Card and/or Account issued to You by Us, You agree to the terms of this Agreement and the terms of Visa's operating rules. You agree to use Your Account in accordance with this Agreement. Your Account must only be used for lawful transactions.

**2. CREDIT LIMIT** — We will establish a self-replenishing line of credit to be drawn upon as You utilize your 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. If You exceed the credit limit, You promise to repay immediately the amount which exceeds the credit limit, including amounts due to FINANCE CHARGES, fees or other charges. 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. You may request a credit limit increase on Your Account only by a method acceptable to the Credit Union. We may increase or decrease Your credit limit, refuse to make an advance and/or terminate Your Account at any time for any reason permitted by law.

**3. CONVENIENCE CHECKS** — We may, from time to time, issue convenience checks to You that may be drawn on Your Account. Convenience checks may not be used to make a payment on Your Account. If You use a convenience check, it will be posted to Your Account as a balance transfer. We reserve the right to refuse to pay a convenience check drawn on Your Account for any reason and such refusal shall not constitute wrongful dishonor. You may request that We stop the payment of a convenience check drawn on Your Account. You agree to pay any fee as identified in this Agreement imposed to stop a payment on a convenience check issued on Your Account. You may make a stop payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentment of the check for payment to give Us a reasonable opportunity to act on Your request. In addition, Your request must accurately describe the check including the exact Account number, the payee, any check number that may be applicable, and the exact amount of the check. If permitted, You may make a stop payment request orally but such a request will expire after 14 days unless

You confirm Your request in writing within that time. Written stop payment orders are effective only for six months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed. We are not required to notify You when a stop payment order expires.

If We re-credit Your Account after paying a check over a valid and timely stop payment order, You agree to sign a statement describing the dispute with the payee, to assign to Us all of Your rights against the payee or other holders of the check and to assist Us in any legal action.

You agree to indemnify and hold Us harmless from all costs and expenses, including attorney's fees, damages, or claims, related to Our honoring Your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to Us or the giving of inadequate time to act upon a stop payment request. Note: A convenience check is not a check as that term is defined under the Uniform Commercial Code. It is an advance from Your credit card Account with Us and Your stop payment rights are provided under this Agreement with Us.

**4. REPAYMENT/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. Unless otherwise provided for by applicable law, 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.

**5. MONTHLY PAYMENT** — For each billing period, You must pay at least the Minimum Payment Due by the Payment Due Date.

We will send You a statement each month when transactions or an owing balance appears on Your Account. The statement will show Your previous balances of purchases, the current transactions on Your Account, the remaining credit available under Your credit line, the New Balance of purchases, the Total New Balance, the FINANCE CHARGES, any fees or FINANCE CHARGES added to Your Account, and the Minimum Payment Due. If You signed up to receive Your statements electronically (e-statement), We will send You an electronic notification when Your statement is ready for You to view. The Minimum Payment Due will be either (a) 2.50% of Your Total New Balance, or \$25, whichever is greater, or (b) Your Total New Balance, if it is less than \$25 plus (c) any portion of the Minimum Payment(s) Due shown on prior statement(s) which remains unpaid. At any time Your Total New Balance exceeds Your credit limit, You must immediately pay the excess upon Our demand. You may pay more frequently, pay more than the Minimum Payment Due or pay the Total New Balance in full before the Payment Due Date. You will avoid FINANCE CHARGES on new purchases if You pay the Total New Balance in full before the Payment Due Date. If You make extra or larger payments, You are still required to make at least the Minimum Payment Due each month Your Account has a balance (other than a credit balance). The Credit Union may delay replenishing Your credit limit until the date the payment is posted or the Credit Union confirms the payment has cleared. All mailed payments must be made by check or money order. You agree that any payment You make may be returned to You without applying it to Your Account and without presentment or protest, for any reason, including if the check or money order is (1) not drawn on the U.S. Post Office or a financial institution located in the United States; (2) missing a signature; (3) restrictively endorsed; (4) post dated; (5) not payable to TruWest Credit Union; (6) not drawn in U.S. dollars on funds on deposit in the U.S.; or (7) not paid upon presentment. You agree to pay any bank or financial institution collection fees We incur for any check payments made in U.S. Dollars drawn on a financial institution not located in the United States unless otherwise prohibited by applicable law. All payments under this Agreement must be received at the address specified on Your billing statement. Disputed payments, including those marked "Payment in Full" or otherwise restrictively endorsed must be mailed to TruWest Credit Union, PO Box 78637, Phoenix, AZ 85062-8637. We may accept checks marked "Payment in Full" or with words of similar effect without losing any of Our rights to collect the full balance of Your Account with Us.

Your payment of the required Minimum Payment Due may be applied to what You owe the Credit Union in any manner the Credit Union chooses as permitted by applicable law. For payments in excess of the required minimum periodic payment, the excess payment amount will be allocated first to the balance with the highest APR and any remaining portion to the other balances in descending order based on the applicable annual percentage rate. This will result in balances with higher APRs (such as cash advances) being paid before any other existing balances.

**6. BALANCES ON WHICH FINANCE CHARGES (INTEREST) ARE COMPUTED** — Principal balances, fees, and FINANCE CHARGES are determined each day during the statement period. The beginning balance of Your Account each day will be increased by any new purchases, cash advances, balance transfers, fees, and FINANCE CHARGES that are posted to Your Account, and reduced by any payments or credits We apply during the statement period. This gives Us Your daily balance. The FINANCE CHARGES for a billing cycle are computed by applying the corresponding Periodic Rate for purchases, cash advances and balance transfers to the "average daily balance" of purchases, cash advances and balance transfers, as applicable. To get the average daily balance, We take the daily balance for each day in the billing cycle (including fees and FINANCE CHARGES added to Your Account), add add all of those daily balances together, and divide the total by the number of days in the billing cycle. All Automated Teller Machine (ATM) transactions, credit card checks,

overdraft protection advances and cash advances with the Card(s) (however made, including online) are considered cash advances.

The FINANCE CHARGE is the amount of money that You pay for the money You borrow. You have at least a 25-day grace period from the close of the statement period to pay the New Balance of purchases without incurring additional FINANCE CHARGES. FINANCE CHARGES on balance transfers and cash advances begin to accrue on the date the balance transfer or cash advance is posted to the Account. This means that there is no grace period for balance transfers and cash advances. Fees and FINANCE CHARGES added to Your Account will also accrue interest from the date they are posted.

**7. CASH ADVANCES** — Cash Advances on the Account that do not exceed the Account's Cash Limit may be obtained by You. We will advise You of Your cash advance limit in writing and it will become part of this Agreement by reference.

**8. BALANCE TRANSFERS** — Balance Transfers on the account that do not exceed the account's Credit Limit may be obtained by the Cardholder. We will advise you of your credit limit in writing and it will become part of this agreement by reference.

**9. FEES** — In addition to the periodic rate, additional fees may be imposed on Your Account. If applicable to Your Account, the fee amounts and explanations are disclosed on the Account Opening Disclosure accompanying this Agreement.

**10. FOREIGN TRANSACTIONS** — Purchases and cash advances made in foreign currencies will be debited from Your Account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee (FINANCE CHARGE), calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances, and credits to Your Account. A foreign transaction is any transaction that You complete or a merchant completes on Your Card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies, or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether You are located inside or outside the United States at the time of the transaction. The Foreign Transaction Fee is set forth on the Account Opening Disclosure accompanying this Agreement.

**11. AUTHORIZATIONS** — We do not guarantee authorization of a transaction, either by Us or by a third party, even if You have sufficient credit available. You agree that We will not be liable for failing to give an authorization. We also reserve the right to limit the number of transactions that may be approved in one day. We reserve the right to deny certain transactions for any reason and at Our sole discretion, including for default, suspected fraudulent or unlawful activity, internet gambling or any indication of increased risk related to the transaction or the Account. You agree that We have no requirement to notify You of the specific reason We denied a transaction. If We detect unusual or suspicious activity, We may suspend Your credit privileges until We can verify the activity, or We may close the Account.

**12. INFORMATION UPDATING SERVICE AND AUTHORIZATIONS** — If You have authorized a merchant to bill charges to Your Card on a recurring basis, it is Your responsibility to notify the merchant in the event Your Card is replaced, Your Account information (such as Card number or expiration date) changes, or Your Account is closed. However, if Your Card is replaced or Your Account information changes, You authorize Us, without obligation on Our part, to provide the updated Account information to the merchant in order to permit the merchant to bill recurring charges to Your Card. You authorize Us to apply such recurring charges to Your Card until You notify Us that You have revoked authorization for the charges to Your Card.

Your Card is automatically enrolled in an information updating service. Through this service, Your updated Account information (such as Card number or expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before Your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke Your authorization allowing Us to provide updated Account information to a merchant, please contact Us.

**13. PREAUTHORIZED CHARGES** — We may suspend preauthorized recurring charges with merchants if, for example, Your Card is lost or stolen, You default, or We change Your Account for any reason. If preauthorized recurring charges are suspended, You are responsible for making direct payment for such charges until You contact the merchant to reinstate recurring charges.

**14. DEFAULT** — You will be in default under this Agreement if You: fail to pay the Minimum Payment Due by its Payment Due Date; pay by a check or similar instrument that is not honored or that We must return because it cannot be processed; pay by automatic debit that is returned unpaid; make any false or misleading statements in any credit application or credit update; file for bankruptcy or are the subject of an insolvency proceeding; move out of the U.S. or provide Us with a non-U.S. mailing address; become incompetent; exceed your credit limit; or die. You will also be in default if You fail to comply with the terms of this Agreement or any other Agreement You have with Us.

If You default, We may close Your Account and require You to pay any unpaid balance including all accrued but unpaid charges immediately and sue You for any amount owed to Us, subject to applicable law. 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, subject to

applicable law. Upon default, We will apply Your payments in the following order: (1) attorneys' fees; (2) principal balance; and (3) unpaid FINANCE CHARGES, subject to applicable law.

In this Agreement and on Your Credit Card Application, You gave Us a security interest in all individual or joint share and/or deposit accounts with the Credit Union and authorized Us, if You defaulted, to apply the balance in these accounts to any amounts due. You agree We may rely on Your agreement and authorization to, upon Your default, apply any balance to any amounts due on Your Account.

**15. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION** — If You notice the loss or theft of Your credit card or a possible unauthorized use of Your Card, You should write to Us immediately at

**TruWest Credit Union  
P.O. Box 3489  
Scottsdale, AZ 85271**

or call Us at 1 (855) 878-9378.

You will not be liable for any unauthorized use that occurs after You notify Us. You may, however, be liable for unauthorized use that occurs before Your notice to Us. You will have no liability for unauthorized use unless You are found to be fraudulent or negligent in the handling of Your Account or Card. In any case, Your liability for unauthorized transactions will not exceed \$50.

**16. CHANGING OR TERMINATING YOUR ACCOUNT** — We may change, amend, modify, add to, or delete any term or part of this Agreement and any attached Disclosure from time to time, including the FINANCE CHARGE rate, fee, or method of computing any balance upon which the FINANCE CHARGE rate is assessed, in accordance with applicable law. As permitted by applicable law, any change will apply to Your new activity and to Your outstanding balance when the change is effective.

We may close Your Account or suspend Your Account by denying use of the credit line. You may close your Account with Us at any time by writing to Us immediately at TruWest Credit Union, P.O. Box 3489, Scottsdale, AZ 85271. Your notice becomes effective within five (5) days after We receive it. You may close Your Account without being charged any fees up until the time You use the Account or make a payment on the Account after receiving a billing statement. If We close or suspend Your Account, or if You close Your Account, You must pay Us all amounts You owe on the Account, even if they post to Your Account after it is closed or suspended. We may cancel Your current card and issue You a substitute card at any time, subject to applicable law. Every card issued by TruWest is the property of TruWest.

Expiring Cards will not automatically be reissued for Accounts that are inactive (as the Credit Union defines that term); You must contact the Credit Union in that event. In addition, We reserve the right to terminate Your Account due to inactivity, including the cancellation of any Cards.

**Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, Washington, and Wisconsin Residents** - Either You, Your spouse or the Credit Union may terminate this Agreement at any time, but termination by You, Your spouse or the Credit Union will not affect Your obligation to pay the account balance plus any FINANCE and other charges You or Your spouse owe under this Agreement. Your obligation to pay the account balance plus any FINANCE and other charges You owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. The Card or Cards You receive remain the property of the Credit Union and You must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by You or the Credit Union.

**Residents of all other states** - Either You or the Credit Union 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. Your obligation to pay the account balance plus any FINANCE and other charges You owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. The Card or Cards You receive remain the property of the Credit Union and You must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by You or the Credit Union.

**17. AUTHORIZED USERS** — Upon Your request, We may issue additional Cards for authorized users that You designate. You must notify Us in writing of any termination of an authorized user's right to access Your Account. Your notice must include the name of the authorized user and Your Account number and/or any subaccount number issued to the authorized user along with the authorized user's Card. and any convenience or other access checks issued to the authorized user. If You cannot return the authorized user's Card or access checks and if You request Your Account to be closed, We will close Your Account and You may apply for a new Account. Alternatively, We may, at Our sole discretion, issue You a new Account number and a new Card, subject to applicable law.

**18. CREDIT REPORTS** — You authorize the Credit Union to obtain credit reports and any other information We may need to verify Your identity and use of the Account when opening Your Account and for any update, increase, renewal, extension, collection or review of Your Account. You authorize the Credit Union to disclose information regarding Your Account to credit bureaus and creditors who inquire about Your credit standing to the extent authorized by law.

**19. JOINT ACCOUNTS** — If this is a joint Account, each of You will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of You individually to repay the

entire amount owed under this Agreement. Each of You authorizes the other(s) to make transactions on the Account individually. Any one of You may terminate the Account and the termination will be effective as to all of You.

**20. EFFECT OF AGREEMENT** — This Agreement is the contract which applies to all transactions on Your Account even though the sales, cash advances, credit or other slips You sign or receive may contain different terms.

**21. SEVERABILITY AND FINAL EXPRESSION** — This Agreement is the final expression of the terms and conditions of Your Account. This written Agreement may not be contradicted by evidence of any alleged oral Agreement. Should any part of this Agreement be found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

**22. ILLEGAL TRANSACTIONS PROHIBITED** — You agree that You will not use Your Card for any transaction, including any type of electronic gambling transaction through the Internet, that is illegal under applicable federal, state, or local law.

Even if You use Your Card for an illegal transaction, You will be responsible for all amounts and charges incurred in connection with the transaction. The Credit Union assumes no responsibility or culpability whatsoever for any illegal use of the Card. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

**23. APPLICABLE LAW** — The terms and enforcement of this Agreement shall be governed by federal law and the law of Arizona.

**24. ENFORCING THIS AGREEMENT** — We can delay in enforcing or fail to enforce any of Our rights under this Agreement without losing them.

**25. COLLECTION COSTS** — If We refer collection of Your Account to a lawyer who is not Our salaried employee, You are liable for any reasonable attorney's fees We incur, plus the costs and expenses of any legal action, as further disclosed on this Agreement, or to the extent allowed by law.

**26. ASSIGNMENT** — We may assign any or all of Our rights and obligations under this Agreement to a third party.

**27. OVERDRAFT PROTECTION** — You agree that if, pursuant to any overdraft protection on a Credit Union Share Draft Account, there is an overdraft of Your Share Draft Account, the amount of overdraft will be added to the outstanding balance on Your Visa Credit Card Account, subject to the FINANCE CHARGE provisions set forth in "BALANCES ON WHICH FINANCE CHARGES (INTEREST) ARE COMPUTED" as described for cash advances, and will be subject to all terms and conditions of this Agreement. The Visa Credit Card Account must be current and not over the credit limit for funds to transfer to the Share Draft Account. Overdrafts are not allowed for the purpose of making loan payments, including Visa Credit Card payments, at the Credit Union, ATM or in-branch teller cash withdrawals. The Share Draft Account referred to herein is also subject to a separate agreement between You and the Credit Union. Where the terms of any other agreement between You and the Credit Union conflict with the terms of this Agreement, the terms of this Agreement will control.

**28. 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 Card(s).

**29. RETURNS & ADJUSTMENTS** — Merchants and others who honor the 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.

**30. WAIVER** — We may delay enforcing Our rights under this Agreement without losing them. **Unless You are a Covered Borrower under the Military Lending Act**, a waiver of any right by Us shall not be deemed a waiver of other rights or of the same right at another time.

**31. ACKNOWLEDGEMENT** — This Agreement and Account Opening Disclosure have been furnished to You by TruWest Credit Union. You acknowledge receipt of and acceptance of said Agreement and Account Opening Disclosure by the signing, acceptance, and/or use of the Card issued to You. You hereby accept all of the terms and conditions of this Agreement and Account Opening Disclosure.

**32. CALIFORNIA RESIDENTS** — A married applicant may apply for a separate Account. Applicants: 1) may, after credit approval, use the credit card Account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, You are hereby notified that 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 Your credit obligations.

**33. FLORIDA RESIDENTS** — You (borrower) agree that, should We obtain a judgment against You, a portion of Your disposable earnings may be attached or garnished (paid to Us by Your employer), as provided by Florida and Federal law.

**34. MARYLAND RESIDENTS** — To the extent, if any, that Maryland law applies to Your Account, We elect to offer Your Card Account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.

**35. MISSOURI RESIDENTS** — Oral Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect

**You (borrower(s)) and Us (creditor) from misunderstanding or disappointment, any Agreements We reach covering such matters are contained in this writing, which is the complete and exclusive statement of the Agreement between Us, except as We may later agree in writing to modify it.**

**36. NEW YORK RESIDENTS** — We may obtain a credit report in connection with this Account, including for any review, modification, renewal or collections associated with this Account. Upon Your request, You will be informed whether such report was requested and, if so, the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services at 800.342.3736 or [www.dfs.ny.gov](http://www.dfs.ny.gov) to obtain a comparative listing of credit card rates, fees and grace periods.

**37. OHIO RESIDENTS** — 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.

**38. SOUTH DAKOTA RESIDENTS** — If You believe there have been any improprieties in making this loan or in the lender's loan practices, You may contact the South Dakota Division of Banking at 1601 N. Harrison Ave, Suite 1, Pierre, SD 57501, or by phone at 605.773.3421.

**39. WISCONSIN RESIDENTS** — If You are married, please contact Us immediately upon receipt of this Agreement at the address or phone number listed on this Agreement and provide Us with the name and address of Your spouse. We are required to inform Your spouse that We have opened an Account for You.

**40. 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. As required by law, You are hereby notified that 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 Your credit obligations.

**41. THE FOLLOWING IS REQUIRED BY VERMONT LAW — NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

## Your Billing Rights: Keep this Document 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 TruWest Credit Union, P.O. Box 3489, Scottsdale, AZ 85271.

In Your letter, give Us the following information:

- **Account information:** Your name and Account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** 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 three 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** or electronically. 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 electronically or **in writing** at TruWest Credit Union, P.O. Box 3489, Scottsdale, AZ 85271.

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.