

VISA®, VISA® PLATINUM, VISA® PLATINUM REWARDS CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE PROVISIONS

(Please refer to the Account Opening Disclosure for additional information regarding this Credit Card Agreement.)

As used herein, the following words have the following meanings: (i) "account" means the revolving credit card account established on your behalf in connection with the Card; (ii) "agreement" means this Credit Card Agreement and Truth-in-Lending Disclosures; (iii) "card" or "cards" mean the VISA®, VISA® Platinum, VISA® Platinum Rewards credit card(s) issued by us in connection with your account; (iv) "you" and "your" mean any person who applies for, signs or uses the Card; (v) "we," "us" and "our" mean Bellco Credit Union. This agreement governs the use of the card and the account. By applying for the card or by signing or using the card, you have agreed to be bound by the terms of this agreement.

UNIVERSAL PROVISIONS. The following provisions apply:

- (a) **Name, Address and Phone Number.**
BELLCO CREDIT UNION
P.O. Box 6611
Greenwood Village, CO 80155-6611
(303) 689-7800
1-800-BELLCO1
- (b) **Business Hours. (Holidays Excluded)**
PHONE CONTACT CENTER
Monday-Friday 8:00 a.m. to 5:00 p.m.
BRANCH LOCATIONS
Varies by location. Visit www.bellco.org or call for information about the branch nearest you.
- (c) **Ownership of Your Card.** The card(s) issued to you remains our property. You may surrender them at any time and you must recover and surrender all cards upon our request and upon termination of this agreement.
- (d) **Investigation Authorization.** You authorize us to investigate your credit record and verify your credit, employment and income and further authorize any person, association, firm, corporation or personnel office to furnish on our request, information pertinent to evaluation of your creditworthiness. You authorize us to obtain information concerning your creditworthiness from consumer reporting agencies, both now and in connection with updates, renewals, and later credit extensions. If we take adverse action on your account as a result of information obtained from a consumer reporting agency, we will advise you of that fact and supply you with a name and address of the reporting agency making the report.
- (e) **Fees and Charges.** Any fees or charges for which you may be responsible will be disclosed in the Account Opening Disclosure. Please refer to the Account Opening Disclosure for additional information regarding this Credit Card Agreement. The credit union has the right to change the terms of this Plan from time to time after giving you any advance notice required by law. Any change will apply to future advances. At the discretion of the credit union and subject to any requirements of the applicable law, the change in terms will also apply to unpaid balances.
- (f) **Change of Name, Address, Employment.** Within fifteen (15) days you agree to notify us of any change in your name, address, or employment.
- (g) **Joint and Several Liability.** If your account is a joint account any one of you who sign the account may use the card(s) or obtain advances from the account. All charges made to your account by us, upon use of any, of the services by any one of you, or by another person with the consent or assent of any one of you, shall be fully binding on both or all of you.
- (h) **Amendments Modifications.** We have the right to change the terms of this agreement from time to time after giving you any advance notice required by law. Any change will apply to future purchases and cash advances. In our sole discretion and subject to applicable law, the change in terms will also apply to unpaid balances.
- (i) **Acknowledgement.** You acknowledge receipt of a copy of this agreement. We will not be liable if an electronic terminal fails to function for any reason, whether or not this malfunction is known to you; nor if a card previously reported lost or stolen is recovered and attempted to be used either at any electronic terminal or through a merchant before we have been notified and have had ample time to reinstate the card.
- (j) **Responsibility.** You agree to repay all debts, interest and fees arising from the use of the card, and the card account jointly and severally. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgement, to which we are not party, may direct you or one of the other persons responsible to pay the account. Any person using the card is jointly and severally responsible with you for charges he or she makes, but if that person signs the card, he or she becomes a party to this agreement and is also jointly responsible for all charges on the account, including yours.
- (k) **Credit Limit.** If we approve your application, we will establish a self-replenishing line of credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed this approved credit limit. At any time your total new balance exceeds your credit limit, you must immediately pay the excess upon our demand. Each payment you make on the account will restore your credit limit by the amount of payment which is applied to principal. You may request an increase in your credit limit only by written or telephone application to us, which must be approved by our loan officer. We may reduce your credit limit from time to time, or revoke your card and terminate this agreement. You may also terminate this agreement at any time, but termination does not affect your obligation to pay the account balance.
- (l) **Monthly Payment.** We will mail you a statement every month provided you have an outstanding balance. You must pay, in U.S. dollars, at least the Minimum Payment Due by the payment due date or you will be in default. The minimum payment will be disclosed on your statement based on the disclosure contained in this agreement.
- (m) **Minimum Payment Due.** The minimum payment due each month will be either (a) the entire New Balance shown on your billing statement if the New Balance is less than \$10.00; or (b) the greater of \$10.00 or an amount equal to 2% of the New Balance.
- (n) **Late Charge.** If you make a late payment, you agree to pay a late charge if one is disclosed in the Account Opening Disclosure.
- (o) **Finance Charge.**
Grace Period for Purchases. We will not charge you interest on the Average Daily Balance of Purchases during a statement period in which the Previous Balance (the "New Balance" on the previous statement) is \$0.00 or, if there is a Previous Balance, when the Previous Balance is paid in full within twenty-five (25) days of the statement closing date. Cash advances are always subject to interest charges from the date they are posted to your account.
- (p) **Credit Authorizations.** Certain purchases and cash advances will require our authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. 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 if any of these events happen. We are not responsible for the refusal of any plan merchant or financial institution to honor your card.
- (q) **Default.** If you do not make at least the Minimum Payment Due by the Payment Due Date each month, you will be in default. You will also be in default if your ability to repay us is materially reduced by a change in your employment, increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this agreement, or if the value of your security interest materially declines. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be

required to pay all collection costs, including court costs and reasonable attorney fees of 15% of the unpaid debt after default, plus any fees incurred as a result of bankruptcy.

- (r) **Liability for Unauthorized Use, Lost or Stolen Cards.** You may be liable for the unauthorized use of your credit card. You will not be liable for the unauthorized use that occurs after you notify us orally or in writing, of the loss, theft or possible unauthorized use. Call us at once at (303) 689-7918 or write to us at Bellco Credit Union, Credit Card Department, P.O. Box 6611, Greenwood Village, Colorado 80155-6611. In any case, your liability will not exceed \$50.00. Under Colorado law you may be liable if your Card is lost or stolen and subsequently used by an unauthorized person at a communications facility, for no more than the lesser of \$50.00; or the amount of money, goods or services, obtained by the unauthorized use prior to notice to us of the loss or theft, provided that you shall have no liability if such use occurs through no fault of yours. A use is unauthorized where you have not given actual, implied or apparent authority for such use, and have received no benefit from such use. Such liability does not apply when the card is used to make an electronic fund transfer.
- (s) **Foreign Transactions.** A 1% International Transaction Fee will be assessed by Visa on all transactions where the merchant country differs from the country of the card issuer. The exchange rate for transactions in a foreign currency will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date, plus 1%. In addition, an International Service Assessment of 0.8% will be assessed on foreign transactions that do not involve a currency conversion (i.e., a purchase in Mexico in U.S. dollars).
- (t) **Questions and Billing Errors.** Please let us know right away if you have any questions about your statement of account. If you think we have made a mistake in your statement, please refer to the billing error statement below or the billing error statement included with your monthly statement. This tells you your rights to dispute billing errors.
- (u) **Assignment of Account.** We may sell, assign or transfer your account or any portion thereof without notice to you. You may not sell, assign or transfer your account without first obtaining our prior written consent.
- (v) **Governing Law.** This agreement will be governed by the laws of the State of Colorado and applicable federal laws. If any part of this agreement becomes unenforceable, it will not make any other part unenforceable.
- (w) **Illegal Use.** You agree not to use and will not permit anyone else to use the card unlawfully or for any illegal purpose, activity or transaction.