

## BUSINESS VISA® CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE PROVISIONS

(Please refer to the Loan Schedule of Rates and Fees 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®, 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](http://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 Loan Schedule of Rates and Fees. Please refer to the Loan Schedule of Rates and Fees 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 and the finance charge 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. By giving you written notice, we may reduce your credit limit from time to time, or with good cause revoke your card and terminate this agreement. Good cause includes, but is not limited to: your failure to comply with this agreement; our reasonable belief that your ability to pay has depreciated; or our adverse re-evaluation of your creditworthiness. 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 the Loan Schedule of Rates and Fees.

We will apply your payments first to late fees, annual fees (if applicable), finance charges, previously billed purchases, previously billed cash advances, then to new purchases, new cash advances, whether or not billed on the monthly statement. We will refund any credit balance within seven (7) business days, from receipt of your written request.

- (m) **Late Charge.** If you make a late payment, you agree to pay a late charge if one is disclosed in the Loan Schedule of Rates and Fees.
- (n) **Finance Charge.**

**Periodic Finance Charge.** For each statement period, we will charge a Periodic Finance Charge on the account calculated by multiplying each of the Average Daily Balance of Purchases and the Average Daily Balance of Cash Advances, described below, by the monthly periodic rate. We add the results together to give us the total Periodic Finance Charge for the statement period. The monthly periodic rate is disclosed in the Loan Schedule of Rates and Fees that accompanies this agreement.

**Finance Charge Grace Period for Purchases.** No Finance Charge will be imposed 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 Finance Charge from the date they are posted to your account.

**Average Daily Balance.** The Average Daily Balance of Purchases and the Average Daily Balance of Cash Advances are calculated in the same way. We sepa-

rately take the beginning balance of purchases and the beginning balance of cash advances of the account each day, add to those respective balances any new purchases and cash advances posted to the account that day. Then, any payments or credits posted to purchases or cash advances that day are subtracted. This gives us the daily balance of purchases and the daily balance of cash advances. Then, we add up all the daily balances of purchases and the daily balances of cash advances and divide those totals by the number of days in the statement period. This gives us the Average Daily Balance of Purchases and the Average Daily balance of Cash Advances.

- (o) **Security Interest.** To secure your account, 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 those goods which have not been paid for through our application of your payments in the manner described in section (l) Monthly Payment.

**Pledge of Share Account(s) - Note: You pledge to grant a security interest in all joint and individual accounts you have with us now and in the future to secure your account; provided that, savings and deposits in an Individual Retirement Account and any other account that would lose special tax treatment under state or federal law if given as security are not subject to this security interest. You authorize us to apply the balance in these account(s) to pay any amounts due under this agreement if you should default.**

- (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 Belco 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.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA International, Inc.
- (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.

## BILLING RIGHTS

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

**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, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- i. Your name and account number.
- ii. The dollar amount of the suspected error.
- iii. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay a credit card account automatically from your savings account or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

**YOUR RIGHTS AND OUR RESPONSIBILITY 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 send statements to 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 are still 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 any questioned amount. If we did not make a mistake, you may have to pay 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 of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your statement was correct.

**SPECIAL RULE FOR CREDIT CARD PURCHASES.** If you have a problem with the quality of property or services that you purchased with a 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 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 one hundred (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 the advertisement for the property or services.