

**THIS IS YOUR AGREEMENT AND DISCLOSURE STATEMENT WITH ELEVATIONS CREDIT UNION. PLEASE READ IT CAREFULLY AND KEEP IT FOR YOUR RECORDS. IT SUPERSEDES ALL PRIOR AGREEMENTS AND DISCLOSURE STATEMENTS RELATING TO YOUR ACCOUNT. YOU DO NOT HAVE TO SIGN THIS AGREEMENT. YOUR AGREEMENT TO ALL OF THESE PROVISIONS, AS AMENDED FROM TIME TO TIME INCLUDING THE CARD ISSUED BY US, WILL BE SHOWN BY YOUR APPLICATION FOR THE CARD, YOUR ACCEPTANCE OF THE CARD, OR YOUR USE OF THE CARD, WHICHEVER OCCURS FIRST.**

**1. Definitions.** In this Agreement, the word "Card" means either one or more VISA credit cards and any duplicates, renewals or substitutions we issue. The words, "you," "your," and "yours" mean all cardholders (borrowers and co-borrowers); anyone any cardholder permits to use the Card(s); as well as any authorized user for whom an additional Card(s) is issued to the extent of their purchases and cash advances, as well as transactions by anyone they permit to use the Card(s). The word "cardholder" means any applicant or co-applicant to whom a Card is issued by us. The words "Credit Union," "we," "us," and "our" mean Elevations Credit Union. The words "Convenience Checks" mean one or more checks that we may send to you to access your Credit Card Account.

**2. Pledge Of Shares And Security Interest.**

**BY SIGNING AN APPLICATION, ACCEPTANCE OR AUTHORIZED USE OF ANY CREDIT CARDS, YOU GRANT AND PLEDGE A CONSENSUAL LIEN TO US ON ALL SHARES TO SECURE PAYMENT OF YOUR OBLIGATIONS ON THIS ACCOUNT. IN ADDITION, YOU ACKNOWLEDGE OUR STATUTORY LIEN RIGHTS UNDER THE FEDERAL CREDIT UNION ACT; YOU AGREE THAT SUCH A LIEN IS IMPRESSED AS OF THE DATE THAT THIS ACCOUNT IS OPENED; AND YOU AGREE THAT WE CAN APPLY THE SHARES PLEDGED AT THE TIME OF ANY DEFAULT ON THIS ACCOUNT WITHOUT FURTHER NOTICE. "Shares" for the purpose of your pledge to secure your obligations to the Credit Union means all deposits in any savings, checking, certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future. Your pledge does not include any I.R.A., H.S.A, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.**

**SECURITY AGREEMENT:** *"Non-Purchase-Money Security Interests"* Payments on your Account are secured by any security interest in any property securing your other obligations to the Credit Union, whether existing now or in the future, except your household goods and your primary residence. *"Purchase-Money Security Interests"* You hereby grant Credit Union security interest in all property purchased/acquired by you or any authorized user pursuant to the use of this Account, including a purchase-money security interest in any household goods purchased/acquired with an extension of credit upon this Account. These *Purchase-Money Security Interests* shall secure faithful performance of all obligations arising under this Agreement; and the Credit Union shall have all of the rights of a secured party in accordance with Article Nine of the Uniform Commercial Code and/or other applicable law.

**3. How to Use this Account.** You must sign the Card in order to use it. You can purchase or lease goods and services ("Purchases") from any merchant who honors your Card up to your maximum credit limit by presenting your Card and signing a sales slip or writing a Convenience Check for the amount of the Purchase. You may also use the Card to obtain cash loans ("Cash Advances") up to your maximum credit limit from financial institutions that accept the VISA credit card, and by use of preprinted Convenience Checks that the Credit Union may issue to you. You agree not to present your Card, obtain a Cash Advance or write a Convenience Check for any extension of credit in excess of your available Credit Limit (the difference between your outstanding balance and your maximum credit limit) on your account. Certain purchases and cash advances require authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our system is not working, we may not be able to authorize a transaction, even though you have sufficient credit available. Also, for security reasons, we may block the use of your Card in certain countries or geographic areas. We will have no liability to you or others if any of these events occur.

**4. ATM Access.** If you have received a personal identification number (PIN), you may use your Card and PIN to obtain Cash Advances at any Automatic Teller Machine ("ATM") that accepts your Card. Your PIN is confidential and should not be disclosed to anyone. You agree not to write your PIN on your Card, you will not keep your Card and PIN together, and you will not provide your PIN to anyone who is not an authorized user. Except as otherwise provided in this agreement, advances through ATM access will be treated as Cash

Advances under this Agreement. Advances at authorized ATM's are limited to a total of \$500.00 during any 24-hour period. The total of all cash advances on your Visa Account and any withdrawals from your other accounts through an ATM in any 24-hour period may be combined for the purpose of this limitation. Although we do not charge a fee for this service, others may. **Owners of ATMs that we do not own may charge fees in addition to any fees disclosed in this Agreement. This is not a fee charged by your Credit Union; however, any such fee will be added to your account. The party charging the fee is required to provide appropriate disclosures to you with regard to any such fees.**

**5. Maximum Credit Limit.** Your Maximum Credit Limit will appear in the confirmation letter at the time you are approved for the card, and on your monthly statement. At our discretion, we may change your credit limit at any time, and may provide separate limits for purchases and for cash advances. We will notify you if we do, either by mail or through your monthly billing statement. You may request a change to your credit limit by contacting the Credit Union by telephone, online secure email, or mail. Your continued use of the card will show your agreement to any such increase. If you object to an increase in your credit limit, you must notify the Credit Union in writing. Upon receipt of such notice, your credit limit will be reduced to its prior limit; however, you will be responsible to pay any amounts by which you have exceeded the reduced limit. You agree to pay any amounts you owe that exceed your maximum credit balance upon demand. You agree we are not obligated to extend to you credit for any amount that would cause your outstanding balance to exceed your Maximum Credit Limit, or for any amount if your outstanding balance already exceeds your Maximum Credit Limit. You may request an increase in your Maximum Credit Limit, which must be approved by us. In assessing any increase to your credit limit under the provisions in this Section made at our discretion or upon request: (a) we may and you authorize us to review your credit history, including consumer credit reports; (b) you authorize us to have this review made by third parties to determine whether you meet the criteria we have set for such an increase; and (c) this process shall not be pre-screening under the Fair Credit Reporting Act or other applicable laws or regulations based on our existing relationship and this Agreement.

Credit balances in excess of \$1.00 will be refunded by a transfer to your savings account upon request or within 90 days of the excess credit balance. You agree that the Maximum Credit Limit will at no time exceed the agreed upon amount, and that any credit balance will not be available or increase the Maximum Credit Limit available for new purchases or cash advances during any billing cycle.

**Limits for ATM and Over-the-Counter Cash Advances** can be determined by contacting the Credit Union.

**6. General Terms Governing Your Payments.** You will be jointly and severally liable and agree to pay the Credit Union for all charges (purchases, cash advances, finance charges, and other charges added to your Account under the terms of this or any other agreements with us) extended to you or anyone else using any Card issued for your account, unless the use of such Card is by a person other than you, who does not have actual, implied or apparent authority for such use and from which you receive no benefit. Authority includes, but is not limited to, any authorized users permitting another person to use any Card(s). Further, all users are obligated to us for all charges they make, authorize or permit.

The Credit Union can accept late or partial payments as well as payments that are marked with "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. You must pay the Credit Union in U.S. dollars drawn on funds on deposit in the United States. If you make payment with other currencies or from an institution domiciled outside the United States, then your payment will not be credited until the funds have been collected by us in U.S. dollars. The Credit Union will determine the method of applying payments and credits to your account.

Unless otherwise required by specifically applicable laws, for payments received by mail by 5:00 PM MST, you will receive credit that day; and for payments made in any other manner, including in person, your account will be credited the day payment is received.

You authorize us to honor any Purchase or Cash Advance you make by telephone or mail on this account. You agree that a signature is not necessary as identification in such cases. We reserve the right to refuse to honor any request for credit, to reduce your credit limit or terminate your account at any time using our sole discretion, based on changes in the economy, the Credit Union's financial condition, your creditworthiness or for any other reason not prohibited by law.

***To protect you and us, the Credit Union, in its sole discretion, may place a temporary freeze on all or part of the credit available to you for new purchases or cash advances under this agreement any time the Credit Union receives a large payment (\$1,000.00 or more), by a method other than cash, certified funds or electronic transfer. In such cases, the Credit Union may freeze your credit line until payment is actually collected by us.***

**7. Minimum Payment Due.** You can pay off your account balance in full each month or you can pay in

monthly installments. If you do not pay your balance in full, you agree to pay at least a minimum payment of 3% of your New Balance (rounded to the nearest whole dollar) or \$25.00, whichever is greater at the end of each statement period. If the New Balance shown on your periodic statement is \$25.00 or less, you agree to pay this amount. Unless the Credit Union takes other action as a result of a default under this Agreement, the Minimum Payment Due will also include any amount that is past due and any amount by which your new balance exceeds your credit limit. Payments and credits will be applied first to pay billed but unpaid finance charges; late charges, and other fees or charges provided for herein; and next to unpaid purchase balances with the highest interest rate; and then to your unpaid cash advances. You must pay at least the minimum payment each month, but you may pay more than that amount at any time without a penalty. The sooner you pay your new balance, the less you will have to pay in finance charges. The "Payment Due Date" will be shown on your periodic statement.

**Courtesy Period For Repayment Of The Balance For Purchases:** The courtesy period for repayment of the balance for purchases is 25 days from the close of the billing cycle. See your statement for billing cycle date.

**8. Returns and Adjustments.** Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union an electronic credit 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 purchases and cash advances. If the credit balance amount is \$1.00 or more, it will be refunded upon your written request or automatically after 90 days.

**9. Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions.**

**Currency Conversion Fee:** If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA, as applicable. The exchange rate VISA uses will be a rate in effect at the time the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. **Cross-Border Transaction Fee:** In addition, VISA charges us a Cross-Border Assessment up to 1% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are

subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

**10. Finance Charges on Account.** You agree to pay the FINANCE CHARGE on your account.

A **FINANCE CHARGE** computed on a monthly periodic rate ("MPR") will begin to accrue for new Purchases, if you do not pay the New Balance in full within 25 days after the billing date of the statement on which the new Purchases first appear. A **FINANCE CHARGE** computed on a monthly periodic rate ("MPR") will begin to accrue on the transaction date of Cash Advance(s) or Purchases (except as provided above), or the first day of the billing cycle, whichever is later, and will continue to be imposed until you have paid any outstanding balance in full. The Credit Union calculates the **FINANCE CHARGE** as follows:

a. The **FINANCE CHARGE** will be figured by applying the monthly periodic rate of your Account, indicated in the following schedule, to the average daily balance of Purchases and Cash Advances. The monthly periodic rate and **ANNUAL PERCENTAGE RATE (APR)** to be used is determined by the account applied for or approved by us pursuant to the terms of your application.

Visa Credit Card	Variable APR	Index Margin	APR Ceiling
Peak Platinum Visa-A	8.99%	Prime Rate 5.74%	18.00%
Peak Platinum Visa-B	11.99%	Prime Rate + 8.74%	18.00%
Vista Platinum Visa	13.99%	Prime Rate + 10.74%	18.00%
Buff One Visa (CU Boulder Students, Staff, Faculty)	13.99%	Prime Rate + 10.74%	18.00%

Your **ANNUAL PERCENTAGE RATE (APR)** will be calculated by adding the margin as listed above by card type, to the Prime rate as published in the "Money Rates"

section of the Wall Street Journal on the 10<sup>th</sup> day of each month. The credit card rates will be changed for your Visa loan on the 23rd of each month, and reflect on the following month's statement.

Rates shown are variable and subject to change. Your rate may vary based on individual creditworthiness and our underwriting standards. You may consult with one of our loan officers regarding the category assigned after evaluation of a completed application for our credit card services. Your APR will be set forth in the confirmation letter you receive, and in each monthly statement.

b. To get the total average daily balance on your Account, we take the beginning balance of your Account each day, add any new Purchases and Cash Advances, unpaid Finance Charges, current late payment fees, any annual fee, if applicable, and other fees, and subtract any payments or credits. This is your daily balance. Then we add up all the daily balances for the billing cycle and divide their total by the number of days in the billing cycle. This gives you the average daily balance. This determines the balance subject to the **FINANCE CHARGE**.

The Credit Union, in its sole discretion, may change the Monthly Periodic Rate and ANNUAL PERCENTAGE RATE from time to time. Any change in the Finance Charge shall apply both to the outstanding balance and any new Purchase and Cash Advances. If the current effective rates are different, they are disclosed on an enclosed/attached insert.

**11. Promotional Finance Charges.** From time to time and in our sole discretion we may offer a special rate applicable to certain transactions such as particular purchases (as defined by us), balance transfers, cash advances or purchases made by using Convenience Checks. Applicable terms and conditions will be disclosed at the time any such promotion is offered, and are incorporated into this Agreement by reference. The promotional rate will apply only to the transactions and for the period of time set forth in any such offer remain governed by the terms and conditions of this Agreement.

In addition, the terms and conditions of this Agreement will govern your obligations regarding any unpaid balance or transactions that are made subject to any such promotional offer, that are not fully paid within the time period set forth in such promotional offer.

**12. Monthly Statement.** We will send you a monthly billing statement whenever there is activity on your account. Your monthly statement will show an itemized list of current charges (Purchases and Cash Advances) and Convenience Check transactions to your account, your new balance, any Finance Charges, the minimum payment due, and the payment due date. In addition, it will show your current credit limit, payments, and credits,

a summary showing your Purchases and Cash Advances, the merchant, electronic terminal or financial institution at which transactions were made, as well as other information concerning your account. Sales, Cash Advance, credit or other receipts cannot be returned with any statement. You will retain a copy of such furnished at the time of the transaction in order to verify your monthly statement. **eStatements:** If statements are provided electronically, you will be sent a notice via email that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy / download your periodic statements using procedures that we authorize. Emails from us will be sent to the email address provided by any owner.

**13. Additional Benefits/Card Enhancements.** The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, purchase rewards or rebates at no additional cost to you. You understand that the Credit Union is not obligated to continue or to offer such services and may withdraw or change them at any time. If these benefits are withdrawn prior to any accrued use by you, the Credit Union will have no obligation to provide the benefit or enhancement, or any other compensation or consideration.

**14. Merchant Disputes.** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card except as set forth in the Special Rules for Credit Card Purchases set forth at the end of this Agreement.

**15. Skip Payment Option.** At our option, we may offer you the opportunity to not make ("skip") a minimum payment during certain designated billing cycles ("skip payment period"). If you do not make your minimum payments as provided in this Agreement, during such designated billing cycles, you understand that we will continue to apply finance charges to your account. Beginning with the billing cycle following an allowed skip payment period, all other provisions of this Agreement will apply. We have no obligation to accept your application for any skip payment period offered, and you authorize us to investigate your creditworthiness including obtaining consumer credit reports.

**16. Exceeding Your Credit Limit Fee.** If you opt-in pursuant to applicable laws governing over-the-limit fees, you agree that the Credit Union will charge your account an over the credit limit fee as published in the Fee Schedule. The over-the-limit fee will be charged for each billing period in which your new balance exceeds your credit limit, unless expressly limited by applicable laws. This fee may be added to your account balance, or collected from you on demand. You agree that overlimit charges are imposed only in the case of a breach of this Agreement, and that such activity constitutes an event of

default under the terms and conditions of this agreement; and that such a charge is not anticipated by any party to this Agreement to constitute a part of any Finance Charge, Monthly Periodic Rate or **APR**.

**17. Late Payment Fee.** Credit Union will charge your account a late payment fee as set forth in the Fee Schedule for each billing period in which your minimum payment is not received within ten (10) days of your payment due date. This fee may be added to your account balance, or collected from you on demand.

**18. Returned Payment or Insufficient Funds Fee.** Credit Union will charge your account a fee as set forth in the Fee Schedule if your payment by any method, including check, electronic transfer, home banking transaction or otherwise, is not honored, collected by us, or if we must return it to you because it cannot be processed for any reason. This fee may be added to your account balance, or collected from you on demand.

**19. Charge for Copies, Research and Card Replacement.** If you ask for a copy of any document, such as a sales slip, Convenience Check, or billing statement, a per hour fee will be imposed for the time it takes to research and locate the document. In addition a per copying fee will be imposed. However, no charge will be imposed in connection with any actual or asserted billing error. A fee will be assessed to replace a lost card. Refer to Elevations Credit Union Fee Schedule for all credit card fees.

**20. Convenience Checks. The Credit Union issues Convenience Checks at its own discretion.** Only the person whose name is on the checks can use the Convenience Checks to purchase goods and services or to obtain cash up to the amount of your available credit limit unless that amount will cause you to exceed your credit limit. Credit Union will treat Convenience Checks as Cash Advances and will charge them against your credit limit. Credit Union may decline to honor a Convenience Check if you are over your credit limit, you are in default, your account privileges have been canceled, or your Card has expired. If we decline to honor a Convenience Check, Credit Union will charge you a return fee as set forth in the Fee Schedule, which the Credit Union will add to your account balance. Convenience Checks may be used only by the person whose name is printed on them. You may not use Convenience Checks to pay any amount which you owe the Credit Union under this, or any other credit agreement with the Credit Union. Credit Union will not certify any Convenience Checks, nor will the Credit Union return paid Convenience Checks to you. It is in the Credit Union's sole discretion to issue Convenience Checks to any member. **NOTE: There are no stop payments rights for any convenience check once it has cleared your account as such transactions are**

**credit transactions, and are not treated as checking transactions.**

**21. STOPPING PAYMENT OF A CONVENIENCE CHECK.** You may ask us to stop payment of a convenience check that **has not cleared your account** by calling us at 303-443-4672 or (800) -429-7626. Your stop payment request will only be effective for 14 days from the date of your call unless within that 14 days you confirm it in writing, signed by you, describing with certainty the convenience check to be stopped and sent to us at Elevations Credit Union, P.O. Box 9004, Boulder, CO 80301. Even if you do that, we may disregard your stop payment request starting six months after we receive it unless you renew that request in writing to us before the end of that six month period. We will use commercially reasonable efforts to stop payment on your convenience check. However, you agree that convenience checks are credit transactions; and that we will not be responsible in any way if the convenience check that you have requested us to stop payment on is cashed or otherwise presented for payment and, using commercially reasonable efforts, we are unable to stop payment. You agree that the UCC does not apply to a convenience check

**22. Your Responsibility and Liability for Unauthorized Use and Lost or Stolen Cards or Convenience Checks.** If your Card or Convenience Checks are lost or stolen, or if you are afraid someone used or may use them without your permission, you must notify the Credit Union at once by calling 303.443.4672 or 800.429.7626 (during business hours). If notice is given orally, you will promptly confirm it in writing. The Credit Union may require you to provide us certain information in writing to help us investigate any unauthorized use. Further, you agree to cooperate and assist us or any government or law enforcement agent or agency in investigating, collecting or pursuing any other rights (civil and criminal) relating to any unauthorized use. In this regard, you agree to file an appropriate police report when asked to do so. Do not use the Card or the Convenience Checks after you have notified the Credit Union, even if you find them or have them returned to you.

You are liable for all transactions that you authorize. **No Liability:** You will have no liability for unauthorized use of your Card, Convenience Checks or other Access Devices for non-ATM transactions made over the VISA Network if the following conditions are met: (1) You have not been grossly negligent; and (2) You have not committed, participated in or conspired to commit any fraudulent act or scheme involving the use of your VISA credit card account. **Limited Liability:** For transactions on other networks or ATM transactions, you may be liable for unauthorized transactions using your Card, Convenience Checks or other Access Devices that occur

before we are notified. However, your liability for unauthorized use on networks other than VISA will not exceed \$50.00. In any case, you will not be liable for any unauthorized use after notifying us of the loss, theft or unauthorized use of your Card, Convenience Checks or other Access Devices.

**23. Default.** You will be in default if: (a) you fail to pay the Minimum Payment Due by the Payment Due Date; (b) the Credit Union, in its sole discretion, feels insecure (For example: Our good faith belief that your ability to pay your account is impaired; use of your account in any manner or in any way that may expose the Credit Union to a risk of loss; etc.); (c) your ability to repay is materially reduced by a change in your employment, by an increase in your obligations, by bankruptcy or insolvency proceedings involving you, by your death, or (for community property state residents only) by a change in marital status or domicile; (d) you exceed your credit limit without our permission; (e) you have made a false or misleading statement to us in your application or otherwise; (f) you are in default under any other agreement with us; (g) if you use or authorize the use of any Card(s) to make or facilitate any illegal transaction; or (h) you fail to perform any of your other obligations under the terms of this Agreement as it may be amended from time to time. Upon default we may close your Account to future purchases and advances and, to the extent not prohibited by Governing Law, demand immediate payment of your entire Account balance, after giving you any notice and opportunity to cure the default if required by applicable law. The Credit Union's sole obligation hereunder with regard to determining and declaring an event of default is the exercise of "good faith," based on its subjective understanding of applicable facts.

**24. Collection Costs.** You agree to pay all costs incurred by the Credit Union in collecting any amounts you owe or in enforcing or protecting the Credit Union's rights under this Agreement, including attorneys' fees of 20% of the unpaid balance or such greater sum as may be reasonable, and also those costs, expenses and attorneys' fees incurred in any appellate, bankruptcy and post-judgment proceedings, except as limited or prohibited by applicable law.

**25. Updating and Disclosing Financial Information.** We may report your performance under this Agreement to credit reporting agencies and secure follow-up credit reports on you for any legitimate business reason, including if you fail to make your minimum payments on time. We can reinvestigate and reevaluate any information you provide on your Visa Application at any time, and in the course of doing so, we may ask you to provide additional information, request credit bureau reports and/or otherwise verify your current credit standing.

*Access to Account Information: You agree that all borrowers and authorized users will have access to information regarding transactions on your account, including but not limited to purchases and cash advances, account balances, account history, payments and other information relating to or arising with regard to this account or any transaction.*

**26. Correcting the Credit Union's Credit Report.** If you think the Credit Union reported erroneous information about you to a credit reporting agency, call the Credit Union at the telephone number listed on your monthly billing statement, or you can file a dispute directly with the credit bureau either by phone or online. Upon receipt of the dispute the Credit Union will promptly investigate the matter. Credit Union will contact each credit reporting agency whose records may reflect an error. Credit Union will require them to correct your report if its investigation decides that you were correct.

If Credit Union disagrees with you after the investigation, Credit Union will advise you, in writing or by phone, and instruct you how to submit to those agencies a statement of your position that will become a part of your credit record with them. The instructions will include the name, address, and phone number of each such agency, along with other pertinent information. You can request a reinvestigation by filing a dispute directly with the credit bureau.

**27. Closing Your Account.** Any individual cardholder without the consent of other cardholders may close your Account at any time by notifying us in writing as indicated in this Agreement. Credit Union may close your account or suspend your Card privileges or Convenience Checks at any time without prior notice. Credit Union may also reissue a different Card or different checks at any time. You must return the Card or the Convenience Checks to the Credit Union upon request.

You agree that the Card and all Convenience Checks remain the property of Credit Union. Each Card we issue will have an expiration date. Upon expiration of your Card your account will automatically terminate; or the Credit Union, in its sole discretion, may extend your Agreement and issue a new card with a new expiration date. If your account is closed, expires or your credit privileges are terminated or suspended, you will remain responsible for paying all amounts you owe us according to the terms of this Agreement. Without limiting the foregoing, the Credit Union has the right to terminate your line of credit and to demand the return of all cards, access checks and other access devices if the Credit Union, in its sole discretion, feels that it is insecure for any reason whatsoever; including but not limited to mismanagement of your account, failing to safeguard any access device, creation of any credit balances by

you that may increase the risk of loss or exposure of the Credit Union or failing to cooperate with the Credit Union or others with regard to any claim of unauthorized use or any other defense to payment under applicable law.

**28. Changing This Agreement.** The Credit Union may change the terms of this Agreement, including the Annual Percentage Rate, at any time. Except where limited by applicable law, the new terms, including, but not limited to, increasing the finance charge or the way the Credit Union calculates finance charges, late charges, and the minimum payment due, will apply both to new purchases and cash advances and to the existing outstanding balance of your account as of the day of the change. In accordance with applicable law, the Credit Union will notify you of any increased charge or change by writing to you at the most recent address shown for you on the Credit Union's records.

**29. Delay in Enforcement/Waivers.** The Credit Union may delay or waive enforcement of any of the provisions of this Agreement, including any agreement to make timely payments, without losing its right to enforce the same provision later or any other provisions of this Agreement. You waive the right to receive notice of any waiver or delay or presentment, demand, protest or dishonor. You also waive any applicable statute of limitations to the full extent permitted by law and any right you may otherwise have to require the Credit Union to proceed against any person before suing you to collect. You understand that the Credit Union will not be liable for a merchant's or other parties' refusal to honor your Card whether due to an error by the Credit Union, the merchant, the Credit Union's authorized agent, or other third party.

**30. Change of Name, Address or Employment.** You will notify immediately the Credit Union in writing if your name, home address, or employment changes.

**31. Additional Terms of Agreement.** To the extent not prohibited by applicable law, the terms, interpretation and enforcement of any claim or dispute arising under this Agreement, as well as all parties' rights and duties, will be governed by Colorado State law regardless where you may reside or use your account. Further, this Agreement is the contract which governs all transactions on your Account even though sales, cash advances, credit or other slips may contain different terms.

You may not transfer or assign your account or Card to any other person. The Credit Union may assign or transfer this Account, your Account balance, or this Agreement to another person, who will have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives. If there are joint obligors or authorized users for this credit plan, each of you will have the right to use the Account to obtain loans

pursuant to the terms hereof. Any one obligors elections, transactions and directions to the Credit Union shall be binding upon all obligors. Each of you will be liable for all obligations owing on the Account whether borrowed by you or otherwise and whether within or beyond the credit limit. Your liability will be joint and several. Either party has the right to cancel this Agreement. Further each of you are responsible for all amounts borrowed by any authorized user(s). Authorized users and other users may also be required to repay the amount owed for charges they make; however, you remain, at all times, primarily responsible for all amounts owed. All Cards, billing statements and notices will be mailed or delivered to the address given on the application for either applicant unless you direct otherwise in writing. **If any law or judicial ruling makes any part, provision, sentence or section of this Agreement unenforceable, the remainder will continue in full force and effect.** You agree that your account will also be subject to all rules and regulations of VISA U.S.A., Inc. as applicable, which are incorporated herein by reference. If there is any conflict between this Agreement and the rules and regulations of VISA U.S.A., Inc. the rules and regulations of VISA U.S.A., Inc. will control, as applicable.

**Limitation of Lawsuits. You agree that any lawsuit based on a cause of action against us must be filed within one year from the date it arises, or you shall be barred from filing any lawsuit. This limitation includes tort, contract, and all other causes of action for which you and we may lawfully contract to limit.**

**32. Illegal Transactions.** You warrant and agree that your Credit Card, other access device or any related account will not be used to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. Certain federal and/or state laws or Card Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as charges incurred at a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the

Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

## **YOUR BILLING RIGHTS STATEMENT KEEP THIS NOTICE FOR FUTURE USE**

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 / BILLING AT:**

Elevations Credit Union  
P.O. Box 9004  
Boulder, CO 80301-9004

**Notify Us In Case of Errors or Questions About Your Visa Bill.** If you think your statement is wrong, or if you need more information about a transaction on your statement, you must write to us on a separate sheet of paper to the address listed in your periodic statement. You should write to us as soon as possible. We must hear from you no later than 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.

**Notify Fidelity Information Services (FIS) in Case of Errors or Questions About Visa Transactions.** If you need more information about a Visa transaction or think the transaction is posted wrong, or you need a copy of a receipt, or have possible card fraud, write to FIS at: **Customer Service, P. O. Box 30495, Tampa, FL 33630-3495** on a separate sheet as soon as possible. Include the instruction information listed in 1 through 4 below. FIS must hear from you no later than 60 days after we sent you the **FIRST** statement on which the error or problem appeared. You may call them at 800.600.5429, but doing so will not preserve your rights, and they may require your request in writing.

**Instructions:** In your letter, you should give us the following information:

1. Your name, address, phone number, and card number.
2. The date and dollar amount of the suspected error.
3. Describe the error or item in question and explain, as clearly as you can, why you believe there is an error. If you need more information, describe the item you are not sure about.
4. Your signature

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop payment on any amount you think is wrong. To stop the payment, your letter must reach us 3 business

days before the automatic payment is scheduled to occur.

**Your Rights and Our Responsibilities After We Receive Your Written Notice:** We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill 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 are still obligated to pay the parts of the bill that are not in question.

If we find that we made a mistake on your statement, you will not have to pay the FINANCE CHARGES related to any questioned amount. If we didn't 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 us and the date that it is due.

If you fail to pay the amount we think you owe us, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within 10 days telling us 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 you and us when it finally is. If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if the 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. You have this protection only when the purchase was more than \$50.00, and you made the purchases in your home state or, within 100 miles of your current mailing address. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of the amount or location of purchases.

### **CONTACT INFORMATION**

Elevations Credit Union  
P. O. Box 9004  
Boulder, CO 80301-9004

**Telephone During Business Hours:**

303.443.4672

**Telephone After Business Hours:**

1.800.429.7626

**Email:** Available on ElevationsCU.com

**TO REPORT A LOST OR STOLEN CARD**

**During Business Hours:** 303.443.4672

**After Business Hours:** 1.800.543.5073 - 24  
hours

**International:** 727.570.4881

**Direct All Other Reports, Requests and Inquiries to:**

Elevations Credit Union  
P. O. Box 9004  
Boulder, CO 80301-9004  
303.443.4672  
1.800.429.7626