

# CREDIT LINE ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT

THIS IS YOUR CREDIT LINE ACCOUNT AGREEMENT AND IT INCLUDES NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, AGREEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR CREDIT CARD AND/OR ANY OTHER ACCOUNT ACCESS DEVICE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

## Interest Rate and Interest Charges

### Annual Percentage Rate (APR) For Purchases

- Platinum Preferred: 9.990 %  
*This APR will vary with the market based on the Prime Rate.*
- Platinum: 11.990 %  
*This APR will vary with the market based on the Prime Rate.*
- Business Platinum: \_\_\_\_\_ %  
*This APR will vary with the market based on the Prime Rate.*
- Classic: 13.990 %  
*This APR will vary with the market based on the Prime Rate.*
- Select: 16.990 %  
*This APR will vary with the market based on the Prime Rate.*
- Share Secured (Credit Card Accessible): 12.990 %  
*This APR will vary with the market based on the Prime Rate.*
- iChecking: 19.990 %  
*This APR will vary with the market based on the Prime Rate.*
- Uphora Platinum Preferred Rewards: 12.990 %  
*This APR will vary with the market based on the Prime Rate.*
- Uphora Platinum Rewards: 14.990 %  
*This APR will vary with the market based on the Prime Rate.*
- Uphora Classic Rewards: 16.990 %  
*This APR will vary with the market based on the Prime Rate.*
- Uphora Select Rewards: 19.990 %  
*This APR will vary with the market based on the Prime Rate.*

### APR for Balance Transfers

- Platinum Preferred: 9.990 %  
*This APR will vary with the market based on the Prime Rate.*
- Platinum: 11.990 %  
*This APR will vary with the market based on the Prime Rate.*
- Business Platinum: \_\_\_\_\_ %  
*This APR will vary with the market based on the Prime Rate.*
- Classic: 13.990 %  
*This APR will vary with the market based on the Prime Rate.*
- Select: 16.990 %  
*This APR will vary with the market based on the Prime Rate.*
- Share Secured (Credit Card Accessible): 12.990 %  
*This APR will vary with the market based on the Prime Rate.*
- iChecking: 19.990 %  
*This APR will vary with the market based on the Prime Rate.*
- Uphora Platinum Preferred Rewards: 12.990 %  
*This APR will vary with the market based on the Prime Rate.*

**SEE PAGES 2 and 3** for more important information about Your Account

**Interest Rate and Interest Charges (continued)****APR for Balance Transfers (continued)**

Uphora Platinum Rewards: 14.990 %  
*This APR will vary with the market based on the Prime Rate.*

Uphora Classic Rewards: 16.990 %  
*This APR will vary with the market based on the Prime Rate.*

Uphora Select Rewards: 19.990 %  
*This APR will vary with the market based on the Prime Rate.*

**APR for Cash Advances**

Platinum Preferred: 9.990 %  
*This APR will vary with the market based on the Prime Rate.*

Platinum: 11.990 %  
*This APR will vary with the market based on the Prime Rate.*

Business Platinum: \_\_\_\_\_ %  
*This APR will vary with the market based on the Prime Rate.*

Classic: 13.990 %  
*This APR will vary with the market based on the Prime Rate.*

Select: 16.990 %  
*This APR will vary with the market based on the Prime Rate.*

Share Secured (Credit Card Accessible): 12.990 %  
*This APR will vary with the market based on the Prime Rate.*

iChecking: 19.990 %  
*This APR will vary with the market based on the Prime Rate.*

Uphora Platinum Preferred Rewards: 12.990 %  
*This APR will vary with the market based on the Prime Rate.*

Uphora Platinum Rewards: 14.990 %  
*This APR will vary with the market based on the Prime Rate.*

Uphora Classic Rewards: 16.990 %  
*This APR will vary with the market based on the Prime Rate.*

Uphora Select Rewards: 19.990 %  
*This APR will vary with the market based on the Prime Rate.*

Share Secured: 3.220 %  
*This APR will vary with the dividend rate paid on the shares pledged as collateral.*

Signature Line of Credit: \_\_\_\_\_ %

**Penalty APR and When it Applies**

20.740 % – For Credit Card Accessible Feature Categories

This APR will vary with the market based on the Prime Rate.

This APR may be applied if:

- (1) You make a late payment; or
- (2) You are otherwise in default under Your Agreement.

**How Long Will The Penalty APR Apply?** If Your APRs are increased for any of these reasons, the Penalty Margin and APR will apply until You pay 6 consecutive minimum payments when due.

**Paying Interest**

For Credit Card Accessible Feature Categories, We will not charge You interest on purchases if You pay Your entire balance owed each month within 25 days of Your statement closing date. For all Feature Categories, We will begin charging interest on cash advances and balance transfers on the transaction date.

**Minimum Interest Charge**

For Credit Card Accessible Feature Categories, if You are charged interest, the charge will be no less than \$0.50.

**For Credit Card Tips from the Consumer Financial Protection Bureau**

**To learn more about factors to consider when applying for or using a Credit Card, visit the website of the Consumer Financial Protection Bureau at <http://www.consumerfinance.gov/learnmore>.**

**SEE PAGES 1 and 3** for more important information about Your Account

## Fees

### Transaction Fees

- Foreign Transaction Fee For Credit Card Accessible Feature Categories, **1.00%** of each transaction in U.S. dollars.
- Cash Advance Fee For Credit Card Accessible Feature Categories, **3.00%** of each cash advance.
- Balance Transfer Fee For Credit Card Accessible Feature Categories, **3.00%** of each balance transfer.

### Penalty Fees

- Returned Payment For Credit Card Accessible Feature Categories, up to **\$25.00**
- Late Payment For Credit Card Accessible Feature Categories (except Business Platinum), up to **\$10.00**; For Business Platinum, **\$29.00**; For Signature Line of Credit, **\$10.00**; For all other Feature Categories, the greater of **3.00%** of the payment due or **\$10.00**.

**How We Will Calculate Your Balance:** For Credit Card Accessible Feature Categories, We use a method called "average daily balance (including new purchases)." For all other Feature Categories, We use a method called "daily balance." In all cases, see Your Agreement for details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in Your Agreement.

**SEE PAGES 1 and 2** for more important information about Your Account

**DEFINITIONS.** In this Agreement, the reference to "We," "Us," "Our" and "Credit Union" mean ALTURA CREDIT UNION. The words "You" and "Your" mean each person who accepts this Agreement and/or uses the PLATINUM PREFERRED, PLATINUM, BUSINESS PLATINUM, CLASSIC, ICHECKING, SELECT, SHARE SECURED (CREDIT CARD ACCESSIBLE), UPHORA PLATINUM PREFERRED REWARDS, UPHORA PLATINUM REWARDS, UPHORA CLASSIC REWARDS, or UPHORA SELECT REWARDS Credit Cards. "Card" or "Credit Card" means any PLATINUM PREFERRED, PLATINUM, BUSINESS PLATINUM, CLASSIC, ICHECKING, SELECT, SHARE SECURED (CREDIT CARD ACCESSIBLE), UPHORA PLATINUM PREFERRED REWARDS, UPHORA PLATINUM REWARDS, UPHORA CLASSIC REWARDS, or UPHORA SELECT REWARDS Credit Card issued to You by Us and any duplicates and renewals We may issue. "Convenience Checks" mean the special Account access devices that We may provide for Your use from time to time. If this is a joint account, read singular pronouns in the plural. Numbers, phrases or words preceded by a  are applicable only if the  is marked, e.g. .

**FEATURE CATEGORIES.** Your Account has Feature Categories which may include Signature Line of Credit, Share Secured, PLATINUM PREFERRED, PLATINUM, BUSINESS PLATINUM, CLASSIC, ICHECKING, SELECT, SHARE SECURED (CREDIT CARD ACCESSIBLE), UPHORA PLATINUM PREFERRED REWARDS, UPHORA PLATINUM REWARDS, UPHORA CLASSIC REWARDS, and UPHORA SELECT REWARDS.

Account Feature Categories	Variable Rate Index	Variable Rate Margin	Daily Periodic Rate	Monthly Periodic Rate	ANNUAL PERCENTAGE RATE
Platinum Preferred	4.250%	5.740%		0.833%	9.990%
Platinum	4.250%	7.740%		0.999%	11.990%
Business Platinum	4.250%	7.740%		0.999%	0.000%
Classic	4.250%	9.740%		1.166%	13.990%
iChecking	4.250%	15.740%		1.666%	19.990%
Select	4.250%	12.740%		1.416%	16.990%
Share Secured (Credit Card Accessible)	4.250%	8.740%		1.082%	12.990%
Uphora Platinum Preferred Rewards	4.250%	8.740%		1.083%	12.990%
Uphora Platinum Rewards	4.250%	10.740%		1.250%	14.990%
Uphora Classic Rewards	4.250%	12.740%		1.416%	16.990%
Uphora Select Rewards	4.250%	15.740%		1.666%	19.990%
Share Secured	0.100%	3.000%	0.008%		3.220%
Signature Line of Credit			0.000%		0.000%

**PROMISE TO PAY.** You, as the Borrower, under a Credit Line Account ("Account"), understand that the following Federal Disclosure Statement and the terms and conditions found herein constitute Our Agreement with You. You may request advances on Your Account through a variety of means which could include (but may not be limited to) telephonic requests, advance request forms, vouchers, checks, charge slips, Convenience Checks, Credit Cards, Check Cards, ATM Cards, direct transfers to specific payees identified by You, direct transfers to Your share/share draft or other Credit Union account and the like. Regardless of the means by which any advance is made, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

**ADVANCES.** Whenever You request a transaction, We may require You to prove Your identity. Advances made on Your Account will be processed according to the instructions You give Us (such as by direct transfer to Your Credit Union account or by other such means) and You authorize Us to do this, or We may draw a draft or check made payable to You and mail it to You. When the amount advanced appears on a subsequent statement, that will be conclusive evidence of Your advance request unless You notify Us that You disagree with any such item appearing on Your periodic statement according to the provision of this Agreement titled "Your Billing Rights: Keep this Document for Future Use." You understand whether or not any specific secured advance request is approved may be determined by how much equity You have or will have in the shares, certificates and/or collateral offered as security.

**SECURITY.** As permitted by law, to secure all transactions under this Agreement in either joint or individual Accounts, We have the right to impress and enforce a statutory lien against Your shares on deposit with Us (other than those deposits established under a governmental approved tax deferral plan such as an IRA or Keogh account), and any dividends due or to become due to You from Us to the extent that You owe any unpaid balance on Your Account(s) and We may enforce Our right to do so without further notice to You. Additionally, You agree that We may set-off any mutual indebtedness.

You acknowledge that You own any shares and/or collateral pledged as security and that there are no other liens against them other than Ours. You agree to perform all acts which are necessary to make Our security interest in the shares and/or collateral being pledged enforceable.

**SENSUAL LIEN: If You have been issued a Check Card, an Automated Teller Machine ("ATM") Card and/or a Credit Card, You grant and consent to a lien on Your shares or deposits with Us (except for IRA and Keogh accounts) and any dividends due or to become due to You from Us to the extent You owe on any unpaid balance on Your Account created by the use of Your Check Card, ATM Card and/or Credit Card.**

**OTHER SECURITY.** Collateral (other than household goods or any dwelling) given as security for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the "Truth-in-Lending Disclosure" in any particular Agreement evidencing such debt.

**ACCOUNT RESTRICTIONS.** In order to receive and maintain a share secured Feature Category, You agree to give Us a specific pledge of shares. Your credit limit will be equal to a percentage of the shares pledged for Your Account. In the event that You default on Your Account, We may apply these shares toward the repayment of any amount owed on Your Account. To be certain that Your entire balance and all advances on Your Account are paid, any shares pledged may not be available for 30 days after You have canceled Your Account and paid Your balance in full.

**CREDIT LIMITS.** You will be notified of Your specific Credit Limit for each Feature Category under Your Account. Unless You are in default, the Credit Limit(s) established for You will generally be self-replenishing as You make payments.

You will keep Your unpaid balance within any Credit Limit set by Us, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize any advance which causes You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

**JOINT ACCOUNTS.** Each Borrower will be responsible, jointly and severally, for the repayment of any amounts owed. If any Account access device, such as a Personal Identification Number (PIN) or Credit Card is requested and approved, You understand that any such Account access device(s) will be mailed only to the primary Borrower and/or Cardholder at the address indicated on the application. We may refuse to follow any instructions which run counter to this provision.

**MINIMUM MONTHLY PAYMENTS (PAYMENT SCHEDULE) - EXCEPT CREDIT CARD ACCESSIBLE FEATURE CATEGORIES.** Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay Your Account at any time without penalty. Any advance payment, partial payment or prepayment on Your Account will not delay Your next scheduled due date. Any amount paid in excess of the Minimum Monthly Payment due will be applied to Your outstanding Account balance. Payments not made when due may result in a

Late Charge according to the Late Charge provision of this Agreement. You also understand that You will only be charged periodic Finance Charges to the date You repay Your entire Account balance. You may make larger payments without penalty. All payments to Us must be in lawful money of the United States. We may apply each payment to whichever Feature Category We wish. For all Feature Categories, payments will be applied first to any Fees and Charges owing, then to Finance Charges due then to outstanding principal balance.

Any unpaid portion of the Finance Charge will be paid by subsequent payments and will not be added to Your principal balance. You understand that any delay in the repayment of Your unpaid balance will increase Your periodic Finance Charges and any acceleration in the repayment of Your unpaid balance will decrease Your periodic Finance Charges.

Minimum Periodic Payments for advances on Your Signature Line of Credit and Share Secured Feature Categories are shown in the "Credit Line Account Advance Request and Security Agreement" furnished to You at the time of any advance on such Feature Categories.

You may, by separate agreement, authorize Us to charge Your payment directly to Your share or share draft account.

**LATE CHARGE (EXCEPT CREDIT CARD ACCESSIBLE FEATURE CATEGORIES AND SIGNATURE LINE OF CREDIT).** If Your payment is 10 or more days late, You will be charged the greater of 3.00% of the payment due or \$10.00.

**SIGNATURE LINE OF CREDIT LATE CHARGE.** If Your payment is more than 10 days late, You will be charged \$10.00.

**FINANCE CHARGES (EXCEPT CREDIT CARD ACCESSIBLE FEATURE CATEGORIES).** A Finance Charge will be assessed on any unpaid principal balance for each Feature Category of Your Account for the period such balance is outstanding. Balances change each time advances are made, payments are made or credits given under any Feature Category. The Finance Charge begins to accrue on the date of each advance and there is no grace period.

**HOW TO DETERMINE THE FINANCE CHARGE (EXCEPT CREDIT CARD ACCESSIBLE FEATURE CATEGORIES).** The Finance Charge is determined by multiplying Your unpaid balance at the close of each day in the billing cycle being accounted for by the applicable Daily Periodic Rate. The unpaid balance is the balance each day after payments, credits, and unpaid Finance or Late Charges have been subtracted and any new advances, insurance premiums or other charges have been added to Your unpaid balance. These daily Finance Charges are then added together and the sum is the amount of the Finance Charge owed for the Feature Category being accounted for. The total Finance Charge You owe on Your Account for each billing cycle is the sum of all the Finance Charges due for all applicable Feature Categories.

**SHARE SECURED VARIABLE RATE.** Share Secured Feature Categories will be subject to a Variable Rate. Your Interest Rate may vary based on changes in the value of an Index. The index is Our highest dividend rate being paid on regular share accounts ("Index") plus a Margin. The Index plus the Margin equals the Interest Rate. Changes in the Index will cause changes in the Interest Rate on the first day of each billing cycle following any such change in the Index. Increases or decreases in the Interest Rate will cause like increases or decreases in the Finance Charge and will affect the number of Your scheduled payments that You will be required to make. Your Interest Rate is also subject to the Maximum and Minimum Interest Rates as set forth in the separate Credit Line Account Advance Request and Security Agreement.

**PERIODIC STATEMENTS.** On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each month in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. EACH STATEMENT IS DEEMED TO BE A CORRECT STATEMENT OF ACCOUNT UNLESS YOU ESTABLISH A BILLING ERROR PURSUANT TO THE FEDERAL TRUTH-IN-LENDING ACT.

**DEFAULT.** You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any insolvency, receivership or custodial proceeding brought by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (d) A judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, or believe any collateral is endangered, time being of the very essence.

Upon any occurrence of default, We may, to the extent permitted by law, cancel Your rights under this Agreement, require the return of all Cards and other Account

access devices, and declare the entire balance of every Feature Category of Your Account immediately due and payable, without prior notice or demand.

For Share Secured and Share Secured (Credit Card Accessible) Feature Categories, if Your entire Account balance is not paid immediately upon default, and if permitted by law, the Credit Union may apply Your pledged shares to the unpaid balance of Your Account, up to the amount of Your outstanding balance, without further notice to You.

**COLLECTION COSTS.** In the event collection efforts are required to obtain payment on this or any other account, You agree to pay all costs of collection, including but not limited to, court costs, private process server fees, investigation fees, reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any collateral, or other costs incurred by Us.

In the event of Your default, You agree and understand that the Credit Union may retain the services of a collection agency and pay such agency a fee calculated on a percentage basis, in an amount not in excess of 25.00% of the unpaid debt after default, and You agree that the amount of such fee will be Our actual cost of collection, exclusive of any court costs and You agree to pay these amounts.

**ENFORCEMENT.** We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly in writing if You move or otherwise have a change of address.

**CHANGE IN TERMS.** We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-In-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

**DEBT CANCELLATION.** Debt Cancellation coverage is not required for any extension of credit under this Agreement. However, You may purchase any Debt Cancellation coverage available through Us and have the costs added to Your outstanding Account balance. If You elect to do so, You will be given the necessary disclosures and documents separately.

**INTEGRATED DOCUMENTS.** Any separate sheet of paper labeled "Additional Disclosure - Federal Truth-In-Lending Act," "Credit Line Account Advance Request and Security Agreement" and/or "Additional Disclosure - Credit Card Account" and/or "Addendum" which is delivered together with this Agreement or at a later date is an integrated part of this Agreement and Disclosure.

**CONSENT TO AGREEMENT.** You acknowledge receipt of a copy of this Agreement. By signing the Application for Your Account; by using Your Account or any Account access device; or by authorizing another to use Your Account, You agree to and accept its terms.

**UPDATING AND DISCLOSING FINANCIAL INFORMATION.** You will provide facts to update information contained in Your original Account Application or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, or a state or federal licensing agency having any apparent legitimate business need for such information.

**TERMINATION.** Either You or We may cancel Your Account or any particular Feature Category of Your Account, at any time, whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of Your Account.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of California except to the extent that such laws are inconsistent with controlling federal law.

**SPECIFIC TERMS APPLICABLE TO YOUR PLATINUM PREFERRED, PLATINUM, BUSINESS PLATINUM, CLASSIC, ICHECKING, SELECT, SHARE SECURED (CREDIT CARD ACCESSIBLE), UPHORA PLATINUM PREFERRED REWARDS, UPHORA PLATINUM REWARDS, UPHORA CLASSIC REWARDS, AND UPHORA SELECT REWARDS CREDIT CARDS**

**USE OF YOUR CARD.** You may use Your Card to buy goods and services in any place that it is honored and to get cash advances from Us or another financial institution. If you are issued a cash advance draft, it will be imprinted with Your Card and You will receive a copy of the draft. You agree not to use Your Card for

illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law.

The aggregate amount of Cash Advance balances outstanding at any time may not exceed an amount equal to 30.00% of Your approved Credit Limit.

**OWNERSHIP.** Your Card remains Our property and may be cancelled by Us at any time without notice. You agree to surrender Your Card and discontinue its use immediately upon Our request.

**MINIMUM MONTHLY PAYMENTS.** Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay Your Account or make larger payments at any time without penalty. You will only be charged periodic Finance Charges to the date You repay Your entire Account balance. Any partial payment or prepayment of Your Account will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States.

Payments will be applied in the following order: (a) Finance Charges owing, including any cash advance/balance transfer fees, then to; (b) any other fees and charges owing, then to; (c) the balance for cash advances; then to (d) the balance for balance transfers; then to (e) the balance for purchases. As permitted by law, any amounts paid in excess of the Minimum Monthly Payment will first be applied to the balance bearing the highest rate of interest, and then to each successive balance bearing the next highest rate of interest, until the payment is depleted.

You understand that any delay in the repayment of Your unpaid balance will increase the amount You will pay in Finance Charges and any acceleration in the reduction of Your unpaid balance will decrease the amount You will pay in Finance Charges.

Minimum Monthly Payments will be an amount equal to 2.00% of Your unpaid Account balance at the end of each billing cycle, subject to the lesser of \$25.00 or Your Account balance, plus any prior payments due which remain unpaid and any amounts which exceed Your credit limit.

**SKIP PAYMENT.** Except for Business Platinum, if Your Credit Card Accessible Feature Category is in good standing, and unless You have instructed Us otherwise, We will allow you to "skip" the Minimum Monthly Payments for the months of January, August and September of each year without incurring a Late Charge for the "skipped" payment. Your Periodic Statements for the January, August and September billing cycles will show that the Minimum Monthly Payment due for that cycle is \$0.00. You understand that Finance Charges will continue to accrue on the unpaid balance of Your Account during any "skip payment" billing cycle. You may make a regular monthly payment during any "skip" payment cycle, and if You do, You will reduce the total amount of Finance Charges that You will have to pay. The Periodic Statement furnished to You for the billing cycle that follows each "skip payment" billing cycle will show the amount of Your required Minimum Monthly Payment for that billing cycle, and the date it is due. Such Minimum Monthly Payments will be calculated as specified in this Agreement. You may opt out of the "Skip Payment" program by contacting the Credit Union and telling Us that You want to opt out.

**VARIABLE RATE.** All advances are subject to a Variable Rate which is based on the highest Prime Rate as published in the Money Rates section of The Wall Street Journal in effect on the last day of each calendar quarter ("Index") plus Our Margin.

The Index plus the Margin equals the Interest Rate. Changes in the Index will cause changes in the Interest Rate on the 1st day of the billing cycle immediately following any such change in the Index. Increases or decreases in the Interest Rate will cause like increases or decreases in the Finance Charge and will affect the number of Your regularly scheduled payments.

**FINANCE CHARGES.** In the case of any transactions under Your PLATINUM PREFERRED, PLATINUM, BUSINESS PLATINUM, CLASSIC, ICHECKING, SELECT, SHARE SECURED (CREDIT CARD ACCESSIBLE), UPHORA PLATINUM PREFERRED REWARDS, UPHORA PLATINUM REWARDS, UPHORA CLASSIC REWARDS, or UPHORA SELECT REWARDS Feature Categories, the balances subject to the periodic Finance Charge are the average daily transactions balances outstanding during the month (including new transactions).

Separate average daily balances are calculated for purchases, balance transfers and cash advances. To get each average daily balance, each daily balance for each day of the billing cycle for purchases, balance transfers and for cash advances are added and the totals are divided by the number of days in the billing cycle. To get the daily balance for cash advances, new cash advances are added to the day's beginning balance and payments and credits are subtracted. To get the daily balance for balance transfers, new balance transfers are added to the day's beginning balance and payments and credits are subtracted. To get the daily balance for purchases, new purchases are added to the day's beginning balance and payments and credits are subtracted. We then multiply the average daily balances for purchases, balance transfers and cash advances by the Monthly Periodic Rate.

You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month within 25 days of Your statement closing date. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to Your Account, will be subject to a Finance Charge. Cash advances and balance transfers are always subject to a Finance Charge from the later of the date they are posted to Your Account or from the first day of the billing cycle in which the transaction is posted to Your Account.

You will be charged a minimum FINANCE CHARGE of \$0.50 for each billing cycle in which a Finance Charge is due.

**PENALTY RATE.** If for any reason, Your Credit Card Accessible Feature Category is ever in default, the Margin applicable to such Feature Category will increase to 20.740 %. An increase in the Margin will result in an increase in the Monthly Periodic Rate (corresponding to an increase in the Annual Percentage Rate).

Upon receipt of 6 consecutive minimum payments when due, the Monthly Periodic Rate and corresponding Annual Percentage Rate applicable to such Feature Category will return to that which would have been in effect had no increase ever taken place.

**OVERDRAFT PROTECTION.** We may advance funds from Your specific Credit Card Accessible Feature Category to cover an overdraft on Your share draft account with Us, if any. Each such advance will be transferred to Your share draft account in the amount necessary to clear the overdraft (or in such increments as We may from time to time determine), subject to this provision. Whether or not such transfers will occur will be controlled by this Agreement. You understand that any overdraft protection advance will only be made if You have sufficient available credit on Your Credit Card Accessible Feature Category. In any event, You hold Us harmless for any and all liability which might otherwise arise if the transfer does not occur. Overdraft protection automatically ceases if this Agreement is ever cancelled or terminated or Your Account is in default.

**ISSUANCE OF A PERSONAL IDENTIFICATION NUMBER.** We will issue You a Personal Identification Number (PIN) for use with Your Card. This PIN is confidential and should not be disclosed to anyone. You may use Your PIN and Your Card to access Your Account and all sums advanced will be added to Your Account balance. In the event a use of Your PIN constitutes an Electronic Funds Transfer, the terms and conditions of Your Electronic Funds Transfer Agreement may affect Your rights.

**EFFECT OF AGREEMENT.** Even though the sales, cash advance, balance transfer, credit or other slips You may sign or receive when using the Card contain terms, this Agreement is the contract which solely applies to all transactions involving the Card.

**UNAUTHORIZED USE.** For Accounts issued for personal, family or household purposes, You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us of the loss, theft, or possible unauthorized use by calling Us during business hours at the telephone number shown in this Agreement or by writing to Us at the address shown in this Agreement. In any case, Your liability will not exceed \$50.00.

For business Accounts, if We have issued You less than 10 Cards for the use of Your employees, You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us of the loss, theft, or possible unauthorized use by calling Us during business hours at the telephone number shown in this Agreement or by writing to Us at the address shown in this Agreement. In any case, Your liability will not exceed \$50.00.

For Business Accounts for which We have issued 10 or more Cards for the use of Your employees, You may be liable for the entire amount of unauthorized use.

**OUR RESPONSIBILITIES TO HONOR CONVENIENCE CHECKS.** We are under no obligation to honor Your Convenience Checks if: (1) by paying a Convenience Check, You would exceed Your Credit Limit; (2) Your Cards or Convenience Checks have been reported lost or stolen; (3) Your Account has been cancelled or has expired. If a postdated Convenience Check is paid and, as a result, any other Convenience Check is returned unpaid, We are not responsible for any resulting loss or liability.

**REFUSAL TO HONOR CARDS OR CONVENIENCE CHECKS.** We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Cards or Convenience Checks, or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of Cards or Convenience Checks.

**TRANSACTION SLIPS.** Your periodic statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advances, credit or other slips will not be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify Your monthly statement.

**LATE CHARGE.** If Your payment is more than 10 days late, You will be charged a fee. Except for Business Platinum, the amount of such fee will equal the lesser of: (a) the amount of the minimum payment due; or (b) \$10.00. For Business Platinum, the amount of the fee will be \$29.00. If You do not pay this fee when due, it will be posted to Your Account as a purchase during the billing cycle that follows such due date, and will accrue finance charges at the rate set forth herein for purchases.

**OTHER FEES AND CHARGES.** You will be charged the following Fees and Charges associated with the use of Your Account, which will be posted to Your Account as purchases: (a) \$5.00 for each replacement Card that You request; (b) \$5.00 for each copy of an Account document that You request; (c) the lesser of \$25.00 or the required minimum payment amount due for any check (or other negotiable instrument used for payment) that is returned unpaid; (d) a cash advance fee FINANCE CHARGE equal to 3.00% of each cash advance; and (e) a balance transfer fee FINANCE CHARGE equal to 3.00% of each balance transfer.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by the applicable payment processing network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate such payment processing network itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. In each instance, You will be charged a fee in an amount equal to 1.00% of the settlement amount.

**LOST OR STOLEN CARDS AND/OR CONVENIENCE CHECKS.** To report a lost or stolen Card, or Convenience Check, You will immediately call Us at (888) 883-7228 during business hours, after hours, on weekends or holidays. You may also write to Us at the address shown in this Agreement.

**CREDITS.** If a merchant who honors Your Card gives You credit for returns or adjustments, the merchant will do so by sending Us a credit which will be posted to Your Account. If Your credits and payments exceed what You owe Us, We will hold and apply this credit against future purchases and cash advances/balance transfers, or if it is \$1.00 or more, refund it on Your written request or automatically deposit it to Your share account after six months.

#### **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 Our address shown in this Agreement. 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 3 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. 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 \$50.00 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 \$50.00. (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 in writing at Our address shown in this Agreement.

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.