

**1. INTRODUCTION.** This Visa Credit Card Agreement (Agreement) and the Account Disclosures accompanying this Agreement will govern Your State Forty Eight Credit Card and Account issued by OneAZ Credit Union. In this Agreement the words “You,” “Your,” “Yours,” “Applicant,” and “Borrowers” mean any person who signs the application for this Account, any joint obligor, guarantor, authorized user, or the person whose name is embossed on the Card. The words “We,” “Us,” “Our,” and “Lender” mean OneAZ Credit Union. The word “Card” means any one or more credit cards issued under the Credit Union’s Visa Card program. If You sign or cosign an application for this Account or sign or use any Card or PIN, or allow others to use the Card or PIN, You and they will have accepted this Agreement just as if You and they signed it, and You and they, jointly and severally, will be bound by the following terms and conditions which will govern this Account.

**2. ACCOUNT ACCESS.**

- a. Purchases, Cash Advances & Balance Transfers.** You must sign the Card to use it. Once You have signed the Card, You can use it to buy or lease goods or services, wherever the Card is honored, up to the full amount of Your credit line. You may use your Account to get cash advances from Us. You may also use your Card to get a cash advance from participating financial institutions or automated teller machine (ATM). You may use Your Card to purchase goods and services any place Your Visa Card is honored by participating merchants. In addition, You may access Your Account through balance transfers of credit card balances from other financial institutions. No purchase may exceed the available credit line established for Your Account. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds.
- b. Visa Convenience Checks.** If available, You may obtain advances under Your Account by writing preprinted Visa Convenience Loan Checks that We supply to You. Your use of loan checks will be shown as cash advances on Your monthly statement. We may not honor Your loan check if: Your check is postdated; payment of the check would exceed Your Credit Limit; a check is signed by person without authorized access; the amount of the check is less than the minimum required amount; Your Account has been terminated or suspended, or any drafts have been reported lost or stolen. You may stop payment on a loan check if You provide Us with the exact information describing the check. If You give Us incorrect information, We will not be responsible for failing to stop payment. You understand there may be a charge for each stop payment order requested. Our liability for a wrongful dishonor is limited to Your actual charges; however, a dishonor for the reasons stated above is not a wrongful dishonor. Only the person whose name is printed on a convenience check may sign it. All convenience checks must be written in U.S. dollars. We will not certify a convenience check. You may write these checks for any amount providing Your total outstanding balance does not exceed Your available credit limit and Your credit Card remains in good standing. We are entitled to return it unpaid if there is not enough available credit on Your Account to pay it, if You are in default under this Agreement, if Your Card or convenience checks have been reported lost or stolen, or if the convenience check is post-dated. A Visa Convenience Check may not be used to make a payment on Your Visa Credit Card Account. The Credit Union shall have no liability for any convenience check returned in excess of Your credit line.

**3. YOU PROMISE TO PAY.** You promise to pay Us all such amounts, plus any interest charges, which arise from use of the Card or Account by You or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and You received no benefit from the use. You promise to pay Us either by direct payment or by automatic transfers.

**4. CREDIT LINE.** This Agreement will constitute a revolving line of credit for an amount which will be the credit line under Your Account. You may access Your credit line through card purchases, cash advances at participating merchants, loan checks and balance transfers. Only a portion of Your credit line may be made available for cash advances. We will advise You of the amount of Your credit line on Your statement. That amount will be the maximum amount You may have outstanding at any one time. You agree not to attempt to obtain more credit than the amount of Your credit line. We retain the right to increase or decrease Your credit line at any time for any reason. Any increase or reduction on the limit of Your credit line will be shown on Your monthly statement or by separate notice together with any changes in the applicable minimum monthly payments. Your eligibility for this credit line is determined by Our loan policy and may be terminated at Our sole discretion, without demand or notice. You may close your credit

line at any time by notifying Us in writing. If You terminate this Agreement or if We terminate or suspend Your credit privileges, the provisions of this Agreement and Your liability hereunder shall otherwise remain in full force and effect until You have paid Us all sums due Us under this Agreement.

**5. MINIMUM MONTHLY PAYMENT.** You agree that You will pay each month not less than the minimum monthly payment on or before the scheduled monthly due date in U.S. Dollars by check, money order, or electronic payment. The minimum monthly payment will be 2.0% of Your outstanding balance (“New Balance”) or twenty-five dollars (\$25.00), whichever is greater. If Your outstanding balance is twenty-five dollars (\$25.00) or less, You agree to pay the balance in full. You may pay in full for all Your purchases and cash advances each month, or You may repay in monthly installments. We can accept late payments or partial payments, or checks, drafts, or money orders marked “payment in full” without prejudice to Our rights under this Agreement, which are hereby explicitly reserved. A credit posting from a merchant or reversal of fees do not constitute a minimum payment. The minimum payment may be allocated at the Credit Union’s discretion to pay off lower rate balances, such as promotional offers, before higher rate balances, such as cash advances or purchases. Payments in excess of the minimum payment will be allocated first to higher rate balances, as applicable. From time to time, We may allow You to skip Your minimum monthly payment due. If You choose to skip that payment, interest charges will continue to accrue in accordance with this Agreement. Payments received at: 2355 W. Pinnacle Peak Rd., Phoenix, AZ 85027 at or before 5:00 PM Mountain Standard Time on any business day will be credited to Your Account as of that date; payments received by mail at that address after 5:00 PM Mountain Standard Time, on a weekend or federal holiday will be posted to Your Account as of the next business day. Payment crediting to Your Account may be delayed up to five (5) days if Your payment is received by mail at any other address or not accompanied by the remittance portion of Your Account statement.

**6. SECURITY INTEREST.** You grant the Credit Union a security interest under the Arizona Uniform Commercial Code in any goods purchased through your Visa Credit Card Account. You agree that all collateral You have given the Credit Union to secure other open-end consumer loan obligations (except dwelling secured loans), in the past and in the future, will secure Your obligations under this Agreement. In addition, by signing the Card Application, You have given Us a security interest in all Your shares and deposits, present and future, and all Accounts (except Individual Retirement Accounts) with the Credit Union You agree, upon default, the Credit Union may apply all that is secured to pay any amounts due under this Agreement, without further notice to You.

**7. MONTHLY STATEMENTS.** Each month We will send You a statement showing purchases, cash advances, payments, and credits made to Your Account during the billing cycle, as well as Your “New Balance,” any interest charge and any late charge or other charges. Your statement also will identify the Minimum Monthly Payment You must make for that billing period and the date it is due. You agree to retain for statement verification copies of transaction slips resulting from each purchase, each advance, and other transaction on Your Account. Unless You notify Us of a billing error as described below, You accept Your monthly statement as an accurate statement of Your Account with Us.

**8. CIRCUMSTANCES UNDER WHICH AN INTEREST CHARGE WILL BE IMPOSED.** The total outstanding balance of purchases and cash advances in the Account on the closing date of a billing cycle, including any interest charge will be shown on the Periodic Statement for that billing cycle as the “New Balance.”

- a. **Cash Advances (Interest Charge).** An interest charge will be imposed on cash advances and balance transfers from the date each advance is made to the date paid. The Credit Union charges a cash advance fee (interest charge) of 3.0% of the cash advance transaction (minimum ten dollars [\$10.00] from the date of the transaction until the amount is paid). There is no grace period to avoid a cash advance fee (interest charge). There is no cash advance fee on balance transfer advances or convenience checks. There is a minimum finance charge of one dollar (\$1.00) on unpaid balances.
- b. **Purchases.** An interest charge will be imposed on the portion of purchases included in the new balance that remains unpaid twenty-five (25) days after the closing date. This “grace period” allows You to avoid an interest charge on purchases for a billing cycle. However, to the extent You do not pay Your purchase transactions within the grace period, Your interest charge will accrue from the date purchases are posted to Your Account. There is a minimum finance charge of one dollar (\$1.00) on unpaid balances.

**9. METHOD USED TO DETERMINE THE BALANCE ON WHICH THE INTEREST CHARGE MAY BE COMPUTED AND AMOUNT OF INTEREST CHARGE.**

The Credit Union figures the periodic interest charge on Your Account by applying the Periodic Rate to the "Average Daily Balance" of new and previous unpaid transactions for Your Account. To get the "Average Daily Balance" We take the beginning purchase and cash advance balances of Your Account each day, add any new purchases, cash advances, balance transfer amounts or debit adjustments or charges and subtract any payments or credits, unpaid interest charges, and unpaid late charges. This gives Us the daily balance. Then We add up all the daily balances for the billing cycle and divide by the number of days in the billing cycle. This gives Us the Average Daily Balance for purchases, cash advances and balance transfers.

**10. PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE.**

- a. **Variable Rate.** During an introductory period, We offer a fixed Annual Percentage Rate for purchases, cash advances and balance transfers. The introductory period is six months for purchases and cash advances and nine months for balance transfers. After the introductory period, Your Annual Percentage Rate will be variable based on the following terms. The interest charge imposed during the billing cycle will be determined by multiplying the Average Daily Balance by the Daily Periodic Rate times the number of days in the billing cycle. The Periodic Rate and Annual Percentage Rate are variable based on a margin and an index, which is the highest Prime Rate published in the Western Edition of the Money Rates Section of the Wall Street Journal. If this index is no longer available, the credit union will choose a new index which is comparable to the index described herein. We add a margin to the index to obtain the Annual Percentage Rate. The margin We add may range from 8.74% to 16.50% based upon Your credit qualifications. The index is determined the first (1<sup>st</sup>) day of the billing cycle immediately following the expiration of the Introductory Rate period and subsequently, may be changed on the fifteenth (15<sup>th</sup>) day of the month immediately preceding the first (1<sup>st</sup>) day of each billing cycle, rounded to the nearest 0.25 percentage point. The index plus/minus margin equals the Annual Percentage Rate. The Annual Percentage Rate is divided by three hundred sixty-five (365) to determine the Daily Periodic Rate. Changes in the Annual Percentage Rate may affect the amount of the payment and the number of payments You will make. The Annual Percentage Rate will never exceed 24.0%. The Annual Percentage Rate and Periodic Rate applicable to Your Account will be based upon Your credit qualification and margin assigned to You and will be disclosed on a separate disclosure accompanying Your Card or this Agreement and shown on each monthly statement. The "Total Interest Charge" shown on Your monthly statement consists of the periodic interest charge on purchases, the periodic interest charge on cash advances and cash advance (interest charge) fees.
- b. **Default Rate.** The Daily Periodic Rate and Annual Percentage Rate may increase if Your minimum payment has not been received within sixty (60) days after the due date for such payment, in which case the Annual Percentage Rate for Your entire balance will immediately increase up to 24.0%. Following the default rate increase, if You make Your payments on time for six (6) consecutive months, the Annual Percentage Rate based on a default will terminate and the prevailing variable Annual Percentage Rate will apply.

**11. CONDITIONS UNDER WHICH OTHER CHARGES MAY BE IMPOSED.** You agree to pay the following fees and charges on Your Account:

- a. **Late Fee.** If We do not receive Your minimum payment by the payment due date shown on Your statement, You agree to pay a late fee of twenty-five dollars (\$25.00).
- b. **Returned Item Charge.** If any check or draft We receive from You as payment for any amount You owe to Us is returned to Us unpaid, You agree to pay a returned item fee of twenty-five dollars (\$25.00) or the amount of the returned item, whichever is less.
- c. **ATM Fees.** If You use an ATM to obtain a cash advance and the ATM is not operated by Us, You may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge may be charged to Your Account if You complete the transaction.
- d. **Attorney's Fees and Costs.** If You default on any part of this Agreement, You agree to pay Us all costs to collect Your Account, including court costs and reasonable attorney fees and collection agency costs whether or not there is a lawsuit, and fees on any appeal and fees for bankruptcy proceedings, appeals, and any post judgment collection services, if applicable.

**12. CONDITIONS OF CARD USE.** The use of Your Card and Account are subject to the following conditions:

- a. Ownership of Cards.** Any Card or other credit instrument or device which We supply to You is Our property and must be returned to Us, or to any person whom We authorize to act as Our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at Our sole discretion without demand or notice. You cannot transfer Your Card or Account to another person. You may not use the Card for any illegal or unlawful transactions and We may decline to authorize any transaction that We believe poses an undue risk of illegality or unlawfulness.
- b. Honoring the Card.** Neither We nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other credit instrument or device We supply to You. If a merchant agrees to give You a refund or adjustment, You agree to accept a credit to Your Account in lieu of a cash refund.
- c. Currency Conversion/Foreign Transaction Fee.** Purchases and cash advances made in foreign countries will be billed to You in U.S. dollars. The currency conversion rate for international transactions as established by Visa International, Inc. is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date. In addition, You will be charged a foreign transaction fee of 1.0% of the transaction amount for any Card transaction made in a foreign country.
- d. Notices and Payments.** All notices will be sent to Your address as shown on Your Credit Union Account. You agree to advise Us promptly if You change Your mailing address. All payments should be mailed to Us at the remittance address shown on Your monthly statements. Payments received at that address will be credited to Your Account as of the date received.
- e. Personal Identification Number.** We will issue You a Personal Identification Number ("PIN") for use with Your Card at automatic teller machines ("ATMs"). These numbers are issued to You for Your security purposes. These numbers are confidential and should not be disclosed to third parties. You are responsible for safekeeping Your PIN. You agree not to disclose or otherwise make available Your PIN to anyone not authorized to sign on Your Account. To keep Your Account secure, please do not write Your PIN on Your Card or keep it in the same place as Your Card.

**13. LOAN PROTECTION.** Loan Protection coverage is not required for any extension of credit under this Agreement. However, You may purchase any loan protection available through Us and have the premiums added to Your outstanding balance. If You elect to do so, You will be given the necessary disclosures and documents separately.

**14. DEFAULT.** You will be in default under this Agreement if any of the following occur:

- a.** Any minimum monthly payment is not made when due
- b.** You become insolvent, bankrupt, or You die
- c.** You violate any part of this Agreement, or any other Agreement with Us
- d.** If We reasonably deem Ourselves insecure on Your credit line. We will notify You in writing of any such action as soon as practical if it occurs. Upon default, We may declare the entire unpaid balance immediately due and payable, and You agree to pay that amount plus any attorney's fees and costs including collection agency costs incurred by Us. We can delay enforcing any right under this Agreement without losing that right or any other right. A negative credit report reflecting on Your credit record may be submitted to a credit-reporting agency if You fail to fulfill the terms of this Agreement.

**15. CREDIT INFORMATION / FINANCIAL STATEMENTS.** You authorize Us to release information to others (e.g., credit bureaus, merchants, and other financial institutions) regarding the status and history of Your credit line. You agree to provide Us, at any time We deem necessary, with a current financial statement and updated credit information upon request. We may investigate Your credit directly or through a credit reporting agency.

**16. LOSS OR THEFT OF VISA CREDIT CARD OR CONVENIENCE CHECKS.** You agree to notify Us immediately of the loss, or the theft, or the use without Your permission, of any Card or other credit instrument or device which We supply to You. You may be liable for the unauthorized use which occurs after You notify Us at: Telephone: (844) 663-2928 or by writing Us at OneAZ Credit Union, 2355 W. Pinnacle Peak Rd, Attn: Visa Support, Phoenix, AZ 85027-1261 orally or in writing of loss, theft, or possible unauthorized use. If You notify Us of your lost or stolen Credit Card after discovery, You may not be liable for any losses related to credit transactions. This zero liability will apply provided You were not grossly negligent or fraudulent in handling Your Card; otherwise, Your liability for unauthorized Visa Credit Card transactions shall not exceed fifty dollars (\$50.00).

**17. YOUR CREDIT CARD 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: OneAZ Credit Union 2355 W. Pinnacle Peak Rd, Attn: Visa Support, Phoenix, AZ 85027-1261. 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 sixty (60) days after the error appeared on Your statement.
- At least three (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 (2) things:

1. Within thirty (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 ninety (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 (1) of two (2) 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 ten (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 fifty dollars (\$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 one hundred (100) miles of Your current mailing address, and the purchase price must have been more than fifty dollars (\$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 the above address. 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.

**18. AMENDMENTS.** We reserve the right to amend the terms and conditions of this Agreement as permitted by and subject to any limitations or notice requirements of applicable law.

**19. GOVERNING LAW.** This Agreement will not take effect until it is approved by Us. This Agreement shall be governed by the laws of the State of Arizona.

**20. ENTIRE AGREEMENT.** You understand and agree to the terms and conditions in this Visa Credit Card Agreement. You acknowledge that You have received a copy of the Agreement. This Agreement is a final expression of the Agreement between You and the Credit Union. This Agreement may not be contradicted by evidence of any oral Agreement or alleged oral Agreement and contains the terms applicable to the credit transaction.