

Credit Union of Colorado, A Federal Credit Union

VISA PLATINUM PREFERRED and VISA PLATINUM CREDIT CARD AGREEMENT

Card Services Department: 1390 Logan Street, Denver, CO 80203 (303) 832-4816 1-800-444-4816

**Use** of your ACCOUNT or the CARD by you or anyone else who you authorize or permit to use your ACCOUNT or CARD, **means you accept this Agreement**. In this Agreement the words **you** and **your** mean each and all of those who apply for the CARD, or who use the ACCOUNT or CARD. **CARD** means the VISA credit card and any duplicates and renewals we issue. **ACCOUNT** means your VISA Credit Card line of credit account with us. **We, us, our** and **Credit Union** means Credit Union of Colorado, A Federal Credit Union.

1. **Responsibility.** You agree to repay all debts and the FINANCE CHARGE arising from the use of the card and the card account. If you permit other persons to use your card and access code, you are responsible for any transactions they authorize or conduct on any of your accounts. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you request. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court order to which we are not a party may direct you or one of the other parties to pay the account.

2. **Liability for Unauthorized Use/Lost Card Notification.** If you notice the loss or theft of your card or a possible unauthorized use of your card, notify the VISA Network immediately at 1-800-453- 4270 or contact the credit union during normal business hours at 1-800-444-4816 or (303)812-1967. You will not be liable for any unauthorized use that occurs after you notify us. If a transaction is made with your Visa credit card or the card number without your permission and is either a Visa network or Interlink transaction, you will have no liability for the transaction. You will not be liable unless we determine that you were "grossly negligent" or fraudulent in the handling of your account. For transactions on other networks, you may be liable for unauthorized use that occurs before you notify us. However, your liability will not exceed \$50.00.

3. **Credit Line.** We will establish a Line of Credit for you when we issue the card. You agree not to let the account balance *exceed* this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your Credit Line, which must be approved by us. By giving you written notice we may reduce your Credit Line from time to time, revoke your card and terminate this Agreement. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of this Agreement.

4. **Credit Information.** You authorize us to investigate your credit when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire about your credit standing.

5. **Monthly Payment.** We will mail you a monthly statement showing your Previous Balance of purchases and cash advances, the current transactions on your account, the unused available credit, the FINANCE CHARGE due on purchases and cash advances, any other billed fees, the total New Balance, and the Minimum Payment. Every month you must pay at least the Minimum Payment. A late fee of \$15.00 will be imposed on any minimum payment not paid within ten (10) days after the scheduled due date. You may authorize us to automatically transfer the Minimum Payment from your share or share draft account. You may pay more frequently, pay more than the Minimum Payment, or pay the total New Balance in full, which will reduce the FINANCE CHARGE. The Minimum Payment will be either (a) 2% of your total New Balance or \$20.00, whichever is greater, or your total New Balance, if it is less than \$20.00, plus (b) any delinquent amounts from prior billing periods or any amount over limit, whichever is greater. At any time your total New Balance exceeds your Credit Line, you must immediately pay the excess. Payments are applied as follows (1) to FINANCE CHARGE, (2) higher interest rate balances, (3) lower interest rate balances.

6. **Grace Period.** There is a GRACE PERIOD of at least 25 days on Purchases if certain conditions are met. You can avoid an interest charge on Purchases by paying the full amount of the new Balance on or before the Payment Due Date. Otherwise, the new Balance of Purchases AND subsequent Purchases will be subject to an interest charge. There is no grace period for cash advances or balance transfers. An interest charge is imposed from the date of posting of each cash advance or balance transfer.

7. **How We Calculate Your Balance Subject to Interest Charges.** We use a method called "average daily balance (including new purchases)." We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new purchases or cash advances and other debits, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." Fees are not included in the average daily balance calculations. Balance transfers are treated as cash advances.

8. **Interest Charges.** The interest charge for each statement cycle is determined by applying the monthly periodic rate to the average daily balance of your account, including current transactions. The monthly periodic rate will be a variable rate based upon a corresponding ANNUAL PERCENTAGE RATE tied to an index. The index is the "prime rate" as published in the Money Rate's table of the Wall Street Journal (Western Ed.). The index value used for a given billing cycle will be the value published on the last day of your previous billing cycle. If the index is not published on that day, the most recently published value before that date will be used to determine the monthly periodic rate. If more than one prime rate is published, the index will be the highest of the rates published. The ANNUAL PERCENTAGE RATE applicable to your account is determined by adding the index and: three percent for

Platinum Preferred, four percent for Platinum Preferred Rewards, five or seven percent for Platinum, and six or eight percent for Platinum Rewards. The ANNUAL PERCENTAGE RATE for the billing cycle will be divided by twelve to get the monthly periodic rate for the billing cycle. If the Wall Street Journal ceases to publish the index, the credit union will choose a new index and give you notice of its choice. Regardless of the index value, the ANNUAL PERCENTAGE RATE will never exceed 21% or the maximum allowed by law. Interest charges are posted on the day that statements are generated by the credit union. An increase in the rate may result in an increase in the amount of the interest charge.

9. **Default.** You will be in default, and we may, without notifying you in advance, close your Account, cancel all Cards issued on it, and demand immediate payment of your entire balance if any of the following occurs: you fail to make a payment when it is due; you do not follow the terms of the Agreement in any way; you have made any false or misleading statement on the application for your Account; you fail to pay any other loans you owe us; you become insolvent or die; there is an attachment, execution, or levy against you or your property; you make an assignment for the benefit of creditors; a bankruptcy petition is filed by or against you; a guardian, conservator, receiver, custodian, or trustee is appointed for you; you are generally not paying your debts as they come due; or there has been an adverse change in your financial standing. If you are in default and fail to pay any amounts you owe on your Account, you will be liable for our costs of collection and, if we refer this claim to an attorney for collection, you will be liable for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action.

10. **Using the Account.** You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law. Your Account can be used to purchase goods and services from participating establishments ("Merchants"). When you make a Purchase by telephone or mail, you may not receive a receipt or have other documentation of the transaction. You agree to accept liability for Purchases you make or authorize to be made even though no documentation exists. You can use your Account to obtain cash either by presenting your Card at any financial institution that accepts the Card or by making a withdrawal of cash at an automatic teller machine ("ATM"), or by making a transfer through Online Banking, mobile banking, or our automated telephone system. These transactions are treated as Cash Advances on your Account. Your monthly statement will identify the merchant, electronic terminal or financial institution where transactions were made. Transaction documents will not be returned with the statement. You must retain your copy of such documents to verify with your monthly statement. There is a charge for photocopies of documents you request. We are not responsible if anyone refuses to honor your card, nor are we responsible for anything purchased with your Card.

11. **Returns and Adjustments.** Merchants and other institutions may give credit for returns or adjustments. If your credits and payments exceed what you owe us, we will apply this credit balance against future purchases and cash advances. If the credit balance on your account is \$1 or more, we will refund it upon your written request or deposit it in your Share savings account automatically after six months.

12. **Foreign Transactions.** Purchases, cash withdrawals, and cash advances made in foreign currencies will be debited from your account in U.S. Dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from a 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. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multi currency foreign transactions, including purchases, cash advances and credits to your account. A fee of 0.80% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

13. **Security Interest.** You grant us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future to secure your credit card account. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. Shares and deposits in an Individual Retirement Account, and any other account that would lose special tax treatment under state or federal law if given as security, are not subject to the security interest you have given in your shares and deposits.

14. **Effect of Agreement.** This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other documents you sign or receive may contain different terms. We may amend this agreement from time to time by sending you the advance written notice required by law.

15. **Warning - The terms of this agreement may be changed in accordance with applicable law.** We may modify any of the terms set forth in this agreement, including but not limited to the interest charge and payment schedule, and any of the terms applicable to the use of the Card upon such notice as is required by applicable laws and regulations.

16. **Miscellaneous.** (a) We may charge fees from time to time by sending you written notice required by law. (b) You agree to pay a fee for non-sufficient fund checks. (c) A late fee of \$15.00 will be imposed on any minimum payment not paid within ten (10) days of the scheduled due date. This late fee will be added to your account balance. (d) This Agreement will be governed by the laws of the State of Colorado and applicable federal laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable. This agreement is severable. (e) All obligations to us shall be paid in U.S. dollars at 1390 Logan Street, Denver, Colorado 80203 by mail or at any

Credit Union office. (f) We can accept late payments or partial payments or checks or money orders marked "paid in full" or similar language, without losing any of our rights under this Agreement. (g) If you change your address, you must notify us of your new address within ten days. (h) You may request us to pay off in whole or in part another credit account or charge account for you. Monies advanced by this type of request shall be Cash Advances. Our canceled checks shall be conclusive proof of the Cash Advance. (i) Checks you write to access your Account will be treated as Cash Advances when signed by you. All rules and agreements regarding checking accounts apply to these checks.

17. **Copy Received.** You acknowledge receipt of a copy of this Agreement, a copy of the "rights to dispute billing errors" below and the Electronic Funds Transfer Disclosure Statement.

**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:

Credit Union of Colorado, A Federal Credit Union  
1390 Logan Street, Denver, CO 80203

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 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. (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** [or electronically] at:

Credit Union of Colorado, A Federal Credit Union  
1390 Logan Street, Denver, CO 80203

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.

Platinum Preferred Pricing Effective 03/19/2020

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases Balance Transfers, and Cash Advances	<b>10.25%</b>  This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
Fees	
Annual Fee	None
Transaction Fees <ul style="list-style-type: none"><li>Foreign Transaction</li></ul>	1% of each transaction in U.S. dollars for multi currency transactions. <b>0.80%</b> of each transaction in U.S. dollars for single currency transactions.
Penalty Fees <ul style="list-style-type: none"><li>Late Payment</li></ul>	<b>\$15</b>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).” See your Credit Card Agreement for more details.

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