

This VISA Credit Card Agreement (Agreement) and the Account Disclosures accompanying this Agreement will govern your VISA Credit Card and account issued by America First Credit Union. In the agreement, the words "you," "your," "yours," "applicant," and "borrowers" means any person who signs or uses any Card or PIN issued on this account, including, any joint obligor, guarantor, authorized user, or the person whose name is embossed on the Card. The words "we," "us," "our," and "Lender" mean America First Credit Union. The word "Card" means any one or more credit cards issued under the Credit Union's VISA Card programs. Except as specifically indicated, all terms and conditions in this Agreement will apply to the VISA Credit Card issued to you. **By signing or using any Card or PIN, or allowing others to use the Card or PIN, you and they will have accepted this Agreement including the Rate & Fee Disclosure accompanying this Agreement, which is incorporated herein. Just as if you and they signed it, you and they, jointly and severally, will be bound by the following terms and conditions which will govern this Account.**

1. ACCOUNT ACCESS

a. **Purchases and Cash Advances.** 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 an automated teller machine (ATM). You may use your Card to purchase goods and services anyplace your VISA Card is honored by participating merchants. No purchase may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds.

b. **VISA Convenience Checks.** If we approve, you may obtain advances under your Account by writing preprinted VISA convenience 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 a 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 checks 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 account 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. The Credit Union shall have no liability for any convenience check(s) returned in excess of your credit line.

2. PROMISE TO PAY

You promise to pay us all such amounts, plus any 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 from shares or payroll deduction.

3. CREDIT LIMIT

This Agreement will constitute a revolving line of credit for an amount which will be the credit limit under your Account. You may access your credit line through VISA Credit Card purchases, and cash advances at participating merchants. We will advise you of the amount of your credit limit 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 limit. However, if you temporarily exceed your credit limit, you agree to repay the excess immediately, even if we have not yet billed you. Obtaining such credit does not increase your credit limit. We retain the right to increase or decrease your credit limit at any time for any reason. Any increase or reduction of your credit limit 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 limit 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 and returning all Cards cut in half. 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 and returned all Cards.

4. MINIMUM MONTHLY PAYMENT

Minimum Monthly Payment. We will mail you or deliver a statement every month if your account has a balance. You agree that you will pay each month not less than the minimum monthly payment on or before the scheduled monthly due date. The minimum monthly payment will be 2.5% of your outstanding balance ("New Balance") or \$25.00, whichever is greater. If your outstanding balance is \$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 does not constitute a minimum payment. The minimum monthly 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 monthly 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: America First Credit Union, PO Box 9199, Ogden UT 84409 at or before 5:00 PM Mountain Time on any business day will be credited to your Account as of that date. When your payment due date falls on a day we do not receive mail payments, such as a holiday or weekend, mail payments received the next business day will be credited as of the previous business day. Payment crediting to your Account may be delayed up to five days if your payment is received by mail at any other address.

5. SECURITY INTEREST

You grant the Credit Union a security interest under the 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 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 or using any Card or PIN issued on this account, 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.

6. 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 "Ending Balance," any **Interest Charge**, and any late charge or other charges. Your statement also will identify the "Total Amount Due" 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 transactions 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.

7. 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 "Ending Balance."

a. **Cash Advances.** An **Interest Charge** will be imposed on cash advances remaining unpaid after the first day of the month following the billing cycle. There is a cash advance fee of 1 1/2% of each cash advance transaction, including ATM withdrawals, Web Access advances and convenience checks. This fee is identified on your monthly statement as "Cash Advance Transaction fee."

b. **Purchases.** An **Interest Charge** will be imposed on the portion of purchases included in the New Balance that remains unpaid by your payment due date. This "grace period" allows you to avoid an **Interest Charge** on purchases for a billing cycle. However, if you do not pay the New Balance for purchases within the grace period, your **Interest Charge** will accrue on any unpaid purchase transactions from the date of purchase.

8. 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 purchases and previous unpaid cash advances 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 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 both purchases and cash advances. Cash advances made in the billing period will not be assessed the daily **Interest Charge** until after the first of the following month. An **Interest Charge** will be imposed on the portion of purchases included in the New Balance that remains unpaid by your payment due date.

9. PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE

The fixed or variable Periodic Rate and **Annual Percentage Rate** applicable to your Card will be set forth on the Rate & Fee Disclosure provided with your Card and will be governed by the periodic Rate and **Annual Percentage Rate** terms set forth below.

a. Variable Rate Cards. The **Interest Charge** imposed during the billing cycle will be determined by multiplying the Average Daily Balance by the Periodic Rate. If you elected a variable rate Card, the Periodic Rate and **Annual Percentage Rate** are variable based on an index plus a margin. The index is determined monthly by the highest U.S. prime rate effective, as reported by the Wall Street Journal on the last business day of each month. The **Annual Percentage Rate** may change on the first day of the following month and any increase or decrease may affect the number of payments you will make. The **Annual Percentage Rate** and Periodic Rate applicable to your account will be disclosed on the Rate and Fee Disclosure accompanying 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 and the periodic **Interest Charge** on cash advances.

b. Introductory Rates. At our discretion, we may offer you an introductory or promotional **Annual Percentage Rate** for your Account. Any introductory or promotional **Annual Percentage Rate** will be subject to the terms of the offer and this Agreement. We will provide you with information on the offer, including the time period the introductory or promotional **Annual Percentage Rate** is in effect in the Account Disclosure. At the end of the Introductory Period, the **Annual Percentage Rate** will be based upon the rate provisions set forth above.

10. CONDITIONS UNDER WHICH OTHER CHARGES MAY BE IMPOSED

We may impose the following fees and charges on your Account:

- a. Late Charges.** If we do not receive your minimum payment within 10 days of the due date, we will impose a Late Charge of up to \$35.
- b. Annual Card Fee.** The annual fee for a VISA credit card will be set forth on the Rate and Fee Disclosure accompanying this Agreement.
- c. Miscellaneous Photocopying.** If you request a copy of a sales draft or other documents, we may charge your Account \$5.00 per copy and \$15.00 per hour. These charges cover the costs of locating, copying, and delivering the documents to you. If a request is related to a billing error and an error is found, we will reverse any photocopying charges.
- d. ATM Fees.** If you use an ATM to obtain a cash advance and the ATM is not operated by us, you will be charged a fee as disclosed on our rate and fee schedule. You may also 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.
- e. 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.

11. 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. Foreign Transactions.** Purchase and cash advance transactions made in or with merchants located in foreign countries will be billed to you in US 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. VISA USA charges us 1% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, you will be charged an International Service Assessment of 1% of the transaction amount for any card transaction made in or with merchants located in a foreign country.
- d. Notices and Payments.** All notices will be sent to your address as shown in the application. 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 Accounts. To keep your Account secure, please do not write your PIN on your Card or keep it in the same place as your Card.

12. DEFAULT

You will be in default under this Agreement if any of the following occur: (a) Any monthly payment ("Total Amount Due") 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; or (d) if we reasonably deem ourselves unsecured 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.

13. 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.

14. LOSS OR THEFT OF VISA CREDIT CARD

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. Please notify us, orally or in writing, at the address or telephone number shown on the Rate & Fee Disclosure accompanying the Agreement and on each billing statement of the loss, theft, or possible unauthorized use of your Card. 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.

15. 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: America First Credit Union, P.O. Box 9199, Ogden, UT 84409. 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 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 in 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 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 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 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 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.

16. MILITARY LENDING DISCLOSURE

This Military Lending Disclosure is issued pursuant to and amends your VISA Credit Card Agreement and Account Disclosures as described below.

a. Borrower Certification of Active Duty. By requesting a Credit Card the Borrower(s) certify to the Credit Union that borrower: (i) is a Covered member as a member of the Armed Forces who is currently serving on active duty (under a call or order not less than 30 days) Active Guard or Reserve duty; and (ii) borrower is the Covered Member or is a dependent of the Covered Member. Borrower(s) authorize the Credit Union to verify their status as a Covered Member or dependent by obtaining information from the database of the Department of Defense or from a consumer report obtained from a consumer reporting agency.

b. Military Annual Percentage Rate. Federal law provides important protections to members of the Armed Forces and their dependent relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36%. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any applicable fee charged (other than certain application fees for a credit card account); and any participation fee charge (other than certain participation fees for a credit card account).

c. Payment Obligation. Your payment obligation under your Credit Card Account is set forth in Sec. 2 and 4 above in the VISA Credit Card Agreement.

d. Security Interest. The Credit Union's security interest in all your Credit Union shares or deposits pursuant to the VISA Credit Card Agreement will not apply your Credit Card Account. A security interest in shares or deposits granted in connection with any other credit card account, loan or line of credit does not secure the Credit Card Account identified above, in spite of any provision that collateral securing one loan secures all your other Credit Union obligations. However, if you establish a deposit or share account specifically in connection with your Credit Card Account, funds deposited in that account after you establish the Credit Card Account are subject to our security interest as set forth above in the VISA Credit Card Agreement.

e. Oral Disclosure. Please call us at 1-800-845-0525 to receive oral disclosures of the Military Lending Act disclosure and a description of the payment obligation.

17. AMENDMENTS

We reserve the right to amend the terms of this Agreement at any time as permitted by and subject to any limitations and notice requirements of applicable law.

18. NOTICE AND AGREEMENT

You understand and agree to the terms and conditions in this VISA Credit Card Agreement and disclosures, including the accompanying Rate and Fee Disclosure. You acknowledge that you have received a copy of the Agreement and Disclosures. 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.



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