

VISA CLASSIC, GOLD, AND PLATINUM CREDIT CARD DISCLOSURE AGREEMENT

TERMS USED IN THIS AGREEMENT: “You” and “Your” mean any person who signs this Agreement or uses the card. “Credit Union” means Aurora Schools Federal Credit Union. “The card” means any credit card issued to you or those designated by you under the terms of this Agreement. “Use of the card” means any procedure used by you, or someone authorized by you, to make a purchase or obtain a cash advance whether or not the purchase or advance is evidenced by a signed written document. “Unauthorized use of the card” means the use of the card by someone other than you who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. If you have other loans with us, collateral securing such loans may also secure your obligations under this Agreement.

In this Agreement, any plural term shall be deemed singular and any singular term shall be deemed plural when context and construction so require.

EXTENSIONS OF CREDIT: If your application is approved, the Credit Union may, at its discretion, establish a VISA Classic, Gold or Platinum account in your name and cause one or more cards to be issued to you or those designated by you. In such event, you authorize the Credit Union to pay for your account, all items reflecting credit purchases and cash advances obtained through use of the card. If your account is issued to you and others as a joint account, each of your accounts shall be an extension of credit to all. Each of you shall be jointly and severally liable, and notice mailed to one of you shall be deemed notice to all.

OTHERS USING YOUR ACCOUNT: If you allow anyone else to use your account, you will be liable for all credit extended to such persons. You promise to pay for all purchases and advances made by anyone you authorize to use your account, whether or not you notify the Credit Union that he or she will be using it. If someone else is authorized to use your account and you want to end that person's privilege, you must let the Credit Union know in writing, and if he or she has a card, you must return that card with your written notice for it to be effective.

CREDIT LIMITS: You promise the payments made for your account resulting from use of the card will, at no time, cause the outstanding balance in your account to exceed your credit limit as disclosed to you at the time you receive your card or as adjusted from time to time at the discretion of the Credit Union.

PROMISE TO PAY: You promise to repay the Credit Union all payments made for your account resulting from the use of the card plus a **FINANCE CHARGE** on the unpaid balance. At the end of each monthly billing cycle, you will be furnished with a periodic statement showing (i) the "previous balance" (the outstanding balance in the account at the beginning of the billing cycle), (ii) the amount of all cash advances, purchases and **FINANCE CHARGES** posted to your account during the billing cycle, (iii) the amount of all payments and credits posted to your account during the billing cycle, and (iv) the "new balance" which is the sum of (i) and (ii) less (iii). You agree to pay on or before the "payment due date" shown on the periodic statement either the entire "new balance," or a minimum payment equal to 2 1/2% of the "new balance," or \$25 whichever is greater, plus any amount in excess of the credit limit established by the Credit Union, plus any past due minimum

payments. If the “new balance” is \$25 or less, you will pay in full. You may make extra payments in advance of the due date without penalty, and you may repay any funds advance, credit extended or amount outstanding at any time without penalty for early payment.

Regardless of the amount of any extra payment during a given month, a monthly payment will be required the following month if a balance remains in your account.

COST OF CREDIT: On the VISA Classic, you will pay a FINANCE CHARGE for all advances made against your account at the periodic rate of **.04082% per day**, which has a corresponding **ANNUAL PERCENTAGE RATE of 14.9%** On the VISA Gold, you will pay a FINANCE CHARGE of **.02986% per day**, which has a corresponding **ANNUAL PERCENTAGE RATE of 10.9%**. On the VISA Platinum you will pay a FINANCE CHARGE of **.02438%** per day which has a corresponding **ANNUAL PERCENTAGE RATE of 8.9%**. Cash advances incur a FINANCE CHARGE from the date they are posted to the account.

New purchases will not incur a FINANCE CHARGE on the date they are posted to the account if you have paid the account in full by the due date shown on your previous monthly statement or if there was no previous balance. In such cases, there is a minimum 25-day grace period within which the “new balance” may be paid without incurring a FINANCE CHARGE. No additional FINANCE CHARGE will be incurred whenever you pay the account in full by the due date. The FINANCE CHARGE is figured by applying the periodic rate to the “balance subject to FINANCE CHARGE” which is the “average daily balance” of your account, including current transactions. The “average daily balance” is arrived at by taking the beginning balance of your account each day and adding any new

cash advances, and unless you pay your account in full by the due date shown on your previous monthly statement or there is no previous balance adding in new purchases, and subtracting any payments or credits and unpaid FINANCE CHARGES. The daily balances for the billing cycle are then added together and divided by the number of days in the billing cycle. The result is the “average daily balance.” The FINANCE CHARGE is determined by multiplying the “average daily balance” by the number of days in the billing cycle and applying the periodic rate to the product.

CREDIT INSURANCE: If available, credit insurance is not required for any extension of credit under this Agreement. However, you may purchase any credit insurance through the Credit Union and have the premium added to the outstanding balance in your account. If you elect to do so, you will be given the necessary disclosures and documents separately.

LIABILITY FOR UNAUTHORIZED USE: You may be liable for the unauthorized use of your card. For VISA Classic, Gold and Platinum accounts, you will not be liable for unauthorized use of your card once you notify us at Aurora Schools Federal Credit Union, 751 Chambers Rd, Aurora, CO 80011, Telephone number: 303.360.0987 or toll free: 877.208.2979, orally or in writing, of the loss, theft or possible unauthorized use. The foregoing liability limitation does not apply unless (a) you have exercised reasonable care of the card, (b) you have not reported two or more incidents of unauthorized use on your account within the preceding 12 months, and (c) your account is in good standing. In addition, the foregoing limitation does not apply to cash advances obtained at an ATM. In any event, your maximum liability for unauthorized use will not exceed \$50.00.

CREDITING OF PAYMENTS: If your payment is received by 5 p.m., Aurora, CO time (during the Credit Union's designee's business day at the address designated on the periodic statement) or on the next business day if mail is not delivered and/or accepted on due date, it will be credited to your account on the date of receipt. All payments on your account will be applied first to collection costs, then to any late charges or other charges, then to any FINANCE CHARGE due, and then to the unpaid principal balance. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and, in any contingency whatsoever, if the Credit Union shall receive anything of value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you.

CASH ADVANCES: Cash advances incur a FINANCE CHARGE from the date they are posted to the account.

LATE CHARGE: All payments received (10) ten days or more after the due date are considered late payments, and your account will be charged a late charge of \$20.00.

DEFAULT: You will be in default: (1) if you fail to make any payment on time; (2) if you fail to keep any promises you have made under this or any other agreement with the Credit Union; (3) if you are the subject of an order for relief under Title 11 of the U.S. Code (Bankruptcy); (4) if anyone tries, by legal process, to take any of your money in the Credit Union; (5) if you have given the Credit Union false or inaccurate information in obtaining your card; or (6) if anything happens which the Credit Union reasonably believes endangers your ability to repay what you owe.

ACCELERATION: If you are in default, without notice to you, the Credit Union may accelerate your debt and all amounts you still owe immediately due and payable plus finance charges which shall continue to accrue until the entire amount is paid. You expressly waive your right to notice of the Credit Union's intent to accelerate, and your right to notice that your debt has been accelerated.

TERMINATION OR CHANGES: The Credit Union can, by written notice, terminate this Agreement at any time. You may terminate this Agreement, by written notice, as to future advances at any time. Termination by either party shall not affect your obligation to repay any payments made for your account resulting from use of the card as well as finance charges and other related charges.

The Credit Union has the right to change the terms of this Agreement, including the periodic rate, at any time with written notice to cardholder address on record provided at least 45 days before the change.

If you use your card to make a purchase or obtain a cash advance, after having been given notice of a change in terms, you agree that the existing balance in your account at the time of the use will be subject to the new terms, as shall subsequent uses.

ADDITIONAL PROVISIONS: Each provision of this Agreement must be considered as part of the total Agreement and cannot, in any way, be severed from it. However, you also agree that should any part of the Agreement be found invalid, it will in no way affect the remainder of the Agreement. You understand the validity, construction and enforcement of this Agreement shall be governed by the laws of the State of Colorado unless otherwise pre-empted by applicable federal law.

The Credit Union does not warrant any merchandise or service purchased by you with the card. All purchases and cash advances are extended at the option of the merchant or cash advancing financial institution and the Credit Union is not responsible for refusal of any merchant or financial institution to honor your card. The Credit Union can accept late payment(s) or partial payment(s) or check(s) or money order(s) marked as "payment in full" without losing any of its right under this Agreement. The Credit Union can also delay enforcing any of its rights under this Agreement without losing them. You expressly waive presentment for payment, demand, protest and notice of protest and dishonor of same. If you move, you agree to immediately notify the Credit Union in writing of your new address. The card remains the property of the Credit Union at all times and you agree to immediately surrender the card upon demand of the Credit Union. You agree to pay all reasonable costs of collection, including court costs and attorney's fees, and any cost incurred in the recovery of the card.

ILLEGAL TRANSACTIONS: You may not use the card for any illegal purpose or transaction. The Credit Union may refuse to authorize any transaction that it believes to be illegal or that poses an undue risk of illegality. You agree that any illegal use of the card will be deemed an act of default under this Agreement. You further agree to waive any right to take legal action against the Credit Union for your illegal use of the card and to indemnify and hold the Credit Union and VISA Incorporated harmless from and against any lawsuits, other legal action or liability that results directly or indirectly from such illegal use.

CURRENCY CONVERSION: Currently when a purchase is made in a foreign country, the transaction amount is converted to U.S.

dollars, and adjusted by 1% currency conversion fee. When the transaction is posted to your account, the total amount (purchase amount plus conversion fee) appears as a single transaction on your billing statement.

A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the International Transaction Fee on your billing statement. This fee will be assessed on all international purchases, credit vouchers and cash disbursements.

The exchange rate for transactions in a foreign currency will be 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, plus 1%.

SECURITY INTEREST AND PLEDGE OF SHARE ACCOUNTS: YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENSIONS MADE UNDER THIS AGREEMENT. THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF ANY CARD WHICH YOU MAY USE, DIRECTLY OR INDIRECTLY, TO OBTAIN EXTENSIONS OF CREDIT UNDER THIS AGREEMENT.

Shares and deposits in an Individual Retirement Account or 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 are giving.

Rev. 2/2010