

**VISA® GOLD DISCLOSURE**

Annual Percentage Rate (APR) Variable Rate		Grace Period for Repayment of the Balance for Purchases	Method of Computing the Balance	Monthly Payment	Fees (See #11 for more details)		
Index	Margin				Annual	Late Fee	ATM Fee
3.250%	6.500%	25 Days	Average Daily Balance (excluding new purchases)	4.00 % of Total Balance	None	\$25.00/10% of payment	\$1.00
For Purchases	For Cash Advances				International Service Assessment (ISA) fee involving foreign currency..... 1% ISA fee not involving foreign currency..... 0.8%		

The above terms are accurate as of January 1, 2010. This information may change after that date. To find out what may have changed, please contact the Credit Union at the above address or phone number.

In this Agreement the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; "Card" means a Western Vista Federal Credit Union VISA® Gold credit card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means your VISA® Gold credit card line of credit account with Western Vista Federal Credit Union and "Credit Union" means Western Vista Federal Credit Union or anyone to whom the Credit Union transfers this Agreement. Everyone who receives, signs or uses a Western Vista Federal Credit Union VISA® Gold Card issued pursuant to this agreement must be a member of Western Vista Federal Credit Union.

**1. Using Your Account.** If you are approved for an Account, the Credit Union will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") that you will have outstanding on your Account at anytime. Each payment you make to your Account will restore your credit limit by the amount of the payment. You may request an increase in your credit limit either by telephone or by a written request submitted to Western Vista Federal Credit Union. The Credit Union may request additional information from you if you request an increase in credit. The Credit Union reserves the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law. You cannot go over your credit limit.

**2. Using the VISA® Gold Card.** You may use your Card to make purchases from merchants and others who accept VISA® Cards. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept VISA® Cards, and from some automated teller machines (ATMs), such as the VISA® ATM Network, that accept VISA® Cards. (Not all ATMs accept VISA® Cards.) To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your card. We may also allow you access to this account by use of Convenience Checks. Some services may not be available at all terminals. You agree not to make or permit to be made any illegal transactions on your Account through the use of a Card, a convenience Check or in any other manner. We may deny authorization for any Internet gambling transactions.

If we authorize you to obtain credit advances on your VISA® Gold credit card line of credit by writing convenience checks, we reserve the right not to honor said checks in the following circumstances: (a) your credit limit has been or would be exceeded by paying on the check; (b) your check is post-dated, however, if a check is paid and as a result, any other check is returned or not paid, we are not responsible; (c) your convenience checks have been reported lost or stolen [You should notify us at once if your convenience checks are lost or stolen]; (d) your convenience check is not signed by an "Authorized Signer" on this VISA® Gold Agreement; (e) your VISA® Gold account has been terminated or suspended as provided in this Agreement; or (f) if there is unacceptable activity on your VISA® Gold account. If we pay any convenience check under these conditions, you must repay us for the amount of the convenience check(s) and any charges permitted by law. The convenience check itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a convenience check is limited to your actual damages. We will not be responsible for incidental or consequential damages, court costs or attorneys fees, unless otherwise provided by law or regulation. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. We do not return the convenience checks to you; however, your use of a convenience check will be reflected on your periodic statement as a credit advance. We do not "certify" convenience checks on a VISA® Gold credit card account.

**3. Responsibility.** You agree to pay all charges (purchases and cash advances) to your Account that are made by you or anyone whom you authorize to use your Account. You agree not to authorize anyone to use your Account without the prior written consent of the Credit Union. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you made with the Credit Union. If this is a joint Account, Section 18 also applies to your Account.

**4. Default.** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent or are unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe. When you are in default, the Credit Union has the right to demand immediate payment of your full Account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security for your Account may be applied towards what you owe.

**5. Liability for Unauthorized Use-Lost/Stolen Card Notification.** You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50. You can notify the Credit Union by calling 800-310-2197, or writing to Western Vista Federal Credit Union, P.O. Box 20105, Cheyenne, Wyoming 82001.

**6. Security Interest.** As a condition of us granting you credit under this agreement you hereby agree to grant us a security interest in all present and future shares and deposits with credit union except Individual Retirement Account(s) and other accounts which provide tax benefits under federal or state law to secure this VISA® account. Upon default under this agreement you agree that we may apply any or all of your shares and deposits to pay amounts due, or to pay the entire balance due on the account under this agreement. You also agree to grant us a security interest in collateral (other than real estate or your residence) securing other loans with this Credit Union to secure credit under this agreement.

**7. Finance Charges.** You may avoid any **FINANCE CHARGE** on new purchases by paying the full amount of the New Balance owing on your statement within 25 days from the statement closing date. Otherwise, the New Balance of Purchases combined with subsequent purchases from the date they are posted to your account will be subject to **FINANCE CHARGES**. A **FINANCE CHARGE** will be accessed on cash advances from the date of the cash advance, or the first day of the billing cycle in which the cash advances is posted, whichever is later and will continue to accrue until payment in full is made. Convenience Checks that access this VISA® Gold account are considered as a Cash Advance.

For a VISA® Gold card, each purchase and cash advance will be subject to a variable interest rate and the **ANNUAL PERCENTAGE RATE** may change as a result. Any change in the **ANNUAL PERCENTAGE RATE** will apply to your existing balance and any additional purchases and cash advances, while you maintain an outstanding balance on your account. Since the interest rate may change, the **FINANCE CHARGE** is calculated using a monthly periodic rate and a corresponding **ANNUAL PERCENTAGE RATE**. For example only, a monthly periodic rate of 1.25000% would correspond to an **ANNUAL PERCENTAGE RATE** of 11.00% on the average daily principal balance of purchase and cash advances in the account for the billing cycle. The monthly periodic rate is determined by dividing the **ANNUAL PERCENTAGE RATE** by 12 (months) and will change when the **ANNUAL PERCENTAGE RATE** changes. The principal balances of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of the Previous Balances, reduced by payments and credits applied, and increased by purchases and cash advances posted, along with any debit adjustments we make during the statement period. The balance computation method is by average daily balance, including new purchases. The daily principal balances are totaled and divided by the number of days in the statement period to produce separate average daily principal balances for purchases and cash advances to which the periodic rate is then applied. The **ANNUAL PERCENTAGE RATE** imposed under this agreement does not include costs other than interest.

**8. ANNUAL PERCENTAGE RATE ADJUSTMENTS.** Your **ANNUAL PERCENTAGE RATE** may change Monthly on the first day of each monthly billing cycle. Any such change will correspond to an Index. The Index is the highest Prime Rate of Interest published daily in the Wall Street Journal's listing of "Money Rates" (the "Index") and is also available from the Treasury Department website at: [www.treasurydirect.gov/govt/govt.htm](http://www.treasurydirect.gov/govt/govt.htm).

The Prime Rate of Interest shall be the base rate on corporate loans posted by at least 75% of the nations top 30 largest banks. We will use the highest index rate available to us for the 15<sup>th</sup> day of the month for the preceding 3 months. If the Wall Street Journal ceases to publish the Index, we will choose a substitute index that is based upon comparable information and, if necessary, a substitute Margin, so that the change in the index results in substantially the same rate as required under the previous index. We then add a Margin of 6.50% to the Index to determine the **ANNUAL PERCENTAGE RATE**. If the rate is not already rounded, we will then round to the nearest 1/4<sup>th</sup> of one percent. There is no limit in which the interest rate may increase or decrease at any Monthly change date, although the interest rate will never fall below a floor of 10.75% or exceed 18.0% or the maximum allowed by law.

The Credit Union may, at its sole discretion, waive any **ANNUAL PERCENTAGE RATE** increase upon an interest rate change date, however, if the Credit Union waives one or more interest rate increases, it is not obligated to waive any other interest rate increases; reductions in the interest rate are mandatory. Interest rate increases and adjustments shall apply to any unpaid balance on the effective date of such rate change and also apply to future purchases and cash advances.

**9. Payments.** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 25 days from the statement closing date, whichever is later. If your statement says the payment is "Now Due," your payment is due no later than 25 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 4.0% of your Total New Balance, but not less than \$10.00, plus the amount of any prior minimum payments that you have not made, plus any fees assessed to this account. You cannot go over your credit limit.

**10. Payment Allocation.** Subject to applicable law, your payments will be applied to what you owe the Credit Union in the following order: (a) Cash Advance Finance Charges; (b) Retain Finance Charges; (c) Cash Advance Fees – Billed; (d) Retail Fee – Billed; (e) Cash Advance Minimum Payment Due; (f) Retail Minimum Payment Due; (g) Cash Advance Previous Balance; (h) Retail – Previous Balance; (i) New Cash Advance Activity; (j) New Retail Activity; (k) Cash Advance – Unbilled\* Fees; (l) Retail – Unbilled\* Fees. \*Unbilled Fees are those fees posted to your account but not yet reported on the periodic billing statement.

**11. Fees and Charges.**

- **Late Fee:** If your payment is not received by the due date on your statement, you will be assessed a late charge of ten (10%) percent of the overdue payment due or, \$25.00, whichever is greater, but not exceeding \$50.00.

- **Cash Advance Fee:** Your account will be assessed a fee of \$1.00 for each ATM Cash Advance. There is no fee charged for a Cash Advance obtained in person at the Credit Union office.
- **Lost Credit Card(s):** You will be charged a fee according to the Credit Union Fee Chart each time you lose a VISA® Gold card; in addition, the second time you lose your card, you agree to pay a fee of \$10.00 to us plus the replacement card fee.
- **Returned Check Fee(s):** If you make a payment on this account by check, sharedraft or other method of payment that is returned for non-payment or insufficient funds, your account may be assessed a \$25.00 fee for the returned item, in addition to any other collection fees or charges that may be assessed to your account, including reasonable attorney fees.
- **Expedited Card Fee:** If you request a card rushed to you, you will be assessed a \$15.00 fee for each card so processed.
- **Replacement Statement Fee:** If you will receive monthly statements for each billing cycle that there is activity on your account. If you lose your statement and request an additional copy, a fee of \$2.00 will be assessed to your account for each copy or cycle period requested.
- **Use of Lost Card:** If you report your VISA® Gold Credit Card as lost, stolen or otherwise compromised and then use your Credit Card or any secondary Credit Card after the date you reported the card as lost, stolen or otherwise compromised, your account will be assessed a \$65.00 fee.
- **Merchant Sales Draft Copy Fee:** If you request a copy of a merchant's sales draft or receipt, you will be assessed a fee of \$2.00 for each document requested.
- **Credit Card Check Copy Fee:** If you request a copy of a VISA® Gold Credit Card Check, your account will be assessed a fee of \$2.00 for each copy requested.
- **Insufficient Funds Credit Card Check Fee:** If you issue a VISA® Gold Credit Card Check with insufficient credit available on your account or if you are not in good standing on this account and the Check is dishonored, you agree to pay a fee of \$25.00 for each such check, in addition to other collection fees and reasonable attorney fees.
- **Stop-Payment on Credit Card Check Fee:** If you stop a payment on a VISA® Gold Credit Card Check, your account will be assessed a fee of \$25.00.
- **ATM Withdrawal Fee:** Your account will be assessed a fee of \$1.00 each time you use the VISA® Gold Credit Card at an Automated Teller Machine (ATM) owned or operated by us to make a withdrawal. When you use an ATM not owned by us, you may be charged larger fees by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.
- **Collection Fees:** If this Contract is placed in the hands of an attorney for collection, or if it is collected through any legal proceedings at law or in equity or in bankruptcy, receivership or other court proceedings, borrower(s) and/or cosigners promise to pay, subject to any limits under applicable law, all costs and expenses of collection including, but not limited to, suit, bankruptcies, foreclosures, appeals and court costs, as well as reasonable attorney's fees, regardless of whether litigation is commenced, of the holder hereof and paid to attorneys who are not Credit Union salaried employees.

**12. Changing or Terminating Your Account.** The Credit Union may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. Use of your Card after receiving notice of a change will indicate your agreement to the change. If permitted by law and specified in the notice to you, the change will apply to your existing Account Balance as well as to future transactions. Either you or the Credit Union may terminate this agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized. The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by you or the Credit Union. The credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether you or the Credit Union terminate it. If this is a joint Account, Section 18 of this Agreement also applies to termination of the Account.

**13. Credit Information.** You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. You also authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

**14. Returns and Adjustments.** Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip that will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six months.

**15. Additional Benefits/Card Enhancements.** The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

**16. Foreign Transaction Currency Conversion.** If you effect a transaction with your VISA® Card or VISA® Check card in a currency other than US Dollars, VISA® International Incorporated will convert the funds into US Dollars and charge your account in US Dollars. VISA® International Incorporated will use its currency conversion procedure, which is disclosed to institutions that issue VISA® cards. The conversion rate used by VISA® International Incorporated to determine the transaction amount in US Dollars for such foreign transactions is generally either a government mandated

rate or a wholesale range of rates determined by VISA® International Incorporated for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by VISA® International Incorporated. The currency conversion rate used by VISA® International Incorporated is the applicable central processing date, which rate may vary from the rate VISA® itself receives and, may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, Puerto Rico, and the U.S. Virgin Islands or U.S. Military bases.

If there is no currency conversion but the transaction was completed in a foreign country (what VISA® labels a "single-currency transaction") the International Service Assessment (ISA) is 0.8% of the transaction; including cash advances, purchases and credits to your account. If there is a "multi-currency" conversion, the ISA will continue to be 1% of the transaction. An international transaction is a transaction where the issuer's country (i.e., the card-issuing financial institution's country) is different than the merchant's country. Thus, for example, a transaction over the Internet could qualify as an international transaction. These fees will be charged to your VISA® account for each foreign transaction.

**17. Merchant Disputes.** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider (unless a local law states that you do not have to make such an attempt), and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

**18. Joint Accounts.** If this is a joint Account, each person on the Account must sign the Agreement. Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.

**19. Convenience Check Stop Payment Orders.**

- (a) **Stop Payment Order Request.** You may request a stop payment order on any Convenience Check drawn on your VISA® Gold account. To be binding an order must be dated, signed, and describe the account and Convenience Check number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we re-credit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.
- (b) **Duration of Order.** You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.
- (c) **Liability.** Fees for stop payment orders are set forth on the Credit Union Fee Schedule. You may not stop payment on any teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**20. Governing Law.** This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the State of Wyoming, in which the Credit Union's main office is located, and local clearinghouse rules for any Convenience Check(s) drawn on the VISA® Gold Card, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

**21. Negative Credit Information.** You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. You also authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

**22. Severability.** If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

**23. Waiver.** We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

**24. Electronic Fund Transfer Disclosure.** You acknowledge receiving a copy of this Credit Union's Electronic Fund Transfer Disclosure (EFT), as there are separate rights and obligations contained therein that may apply to your use of the VISA® Gold Card in an Automated Teller Machine (ATM). You agree that the terms of any such EFT Disclosure or any other Disclosure provided with this Agreement becomes an integral part of the VISA® Gold Agreement.

**25. Effect of Agreement.** This Agreement is the contract that applies to all transactions on your Account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.

**26. No Waiver.** The Credit Union can delay enforcing any of its rights any number of times without losing them.

**27. Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**28. Documentation.** You will receive a transaction receipt from a participating merchant at the time you make a purchase on the VISA® Gold Card, although the law no longer requires you to sign for that charge on your card if the charge is \$15.00 or less. You will receive monthly statements for each billing cycle identifying all activity on your account as well as any interest rate adjustments, including any new required monthly payment.

**29. Statement and Notices.** Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

**30. Copy Received.** You acknowledge that you have received a copy of this Agreement.

**31. Cross Collateralization.** You hereby grant a security interest to the Credit Union in all assets and collateral separately pledged to the Credit Union as collateral for any loan you may now or may have in the future with this Credit Union. It is the intention of this grant to provide for cross-collateralization to further secure the payment of this VISA® Gold Card and all other indebtedness to the Credit Union now owed or hereafter owed by you pursuant to this Agreement.

**Remedies:** When you are in default, Credit Union has the right to take possession of the Collateral **(including property that you have pledged as security for any other loan with the Credit Union)** wherever found, without advance notice to you, or court process if the taking can be made in accordance with applicable law. In the event of such a taking of possession, you and Credit Union have the rights and duties concerning the Collateral, and otherwise, as provided by law or this Security Agreement. You promise to assemble the Collateral and deliver it to Credit Union at a reasonable and convenient time and place. After taking possession of the Collateral, the Credit Union can sell it and apply the net proceeds to any amount you owe it. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Credit Union will give you "reasonable notice" of the time and place of any public sale or of the time after which any private sale or other intended disposition of the Collateral will be made. You agree that mailing of a written notice to you at least 5 days before the sale or disposition is "reasonable notice". Expenses of retaking, holding, preparing for sale, selling and the like, if paid by Credit Union, are secured by the Collateral according to the terms of this Security Agreement and include, to the extent permitted by law, reasonable attorney fees and expenses. You agree that Credit Union may, in taking the Collateral, take possession of any personal property in the Collateral. Credit Union will hold such personal property for 5 days after the taking. If you do not claim it within that time, you authorize Credit Union to treat it as abandoned.

**32. Pledge of Shares & Savings/Statutory Lien Notice.** If you are in default on a financial obligation to Western Vista Federal Credit Union, Federal Law gives us the right to apply member shares, dividends and deposits in your account(s) at the time of default to satisfy the obligation. When you default we may exercise the right without further notification to you. Further, we may impress shares of any member who is a responsible party on a financial obligation in default at the credit union.

**You hereby give the Credit Union a specific pledge of shares and your pledged shares will secure your VISA® Balance on this Account. You may not withdraw amounts that have been specifically pledged to secure your Account until the Credit Union agrees to release all or part of the pledged amount. In addition, your Account is secured by all other shares you have in any individual or joint account with the Credit Union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this agreement. You authorize the Credit Union to apply the balance in your individual or joint share accounts to pay any amounts due on this VISA® Account if you should default. Collateral securing other loans you have with the Credit Union also secures this VISA® account balance, if any, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.**

\_\_\_\_\_  
Applicant Initials

\_\_\_\_\_  
Co-Applicant Initials

**33. Signatures.** By signing in the Signature area of the application form that was attached to this agreement when you received it, you agree to the terms of this Agreement. You should detach this Agreement from the application and retain it for your records.

#### USA PATRIOT ACT

In accordance with the USA PATRIOT ACT, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account. This includes all personal and commercial accounts including loan and deposit accounts, as well as trust, brokerage, insurance, and investment management accounts.

#### What This Means To Our Members

When you open an account, you will be asked for your name, address, social security or tax identification number, date of birth (if applicable) and other information that will allow Western Vista Federal Credit Union to identify you. You will also be asked to furnish your drivers license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current member of Western Vista Federal Credit Union.

#### YOUR BILLING RIGHTS - Keep This Notice For Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared.

You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

#### **Your Rights and Our Responsibilities After We Receive Your Written Notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

#### **Special Rule for Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state, or if not within your home state within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.