



COMMUNITY CREDIT UNION

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# CREDIT CARD ACCOUNT AGREEMENT AND FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS

THIS IS YOUR CREDIT CARD ACCOUNT AGREEMENT AND IT INCLUDES NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, PLATINUM VISA, SAVINGS SECURED VISA AND REWARDS VISA AGREEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR PLATINUM VISA, SAVINGS SECURED VISA AND REWARDS VISA CREDIT CARDS, AND/OR ANY OTHER ACCOUNT ACCESS DEVICE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

## Interest Rate and Interest Charges

<b>Annual Percentage Rate (APR) For Purchases</b>	Platinum VISA: _____ % Savings Secured VISA: _____ % Rewards VISA: _____ % After that this APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	Platinum VISA: _____ % Savings Secured VISA: _____ % Rewards VISA: _____ % After that this APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	Platinum VISA: _____ % Savings Secured VISA: _____ % Rewards VISA: _____ % After that this APR will vary with the market based on the Prime Rate.
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge You 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.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>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>.</b>

## Fees

<b>Transaction Fees</b> • Foreign Transaction Fee	1.00% of each transaction in U.S. Dollars.
<b>Penalty Fees</b> • Returned Payment • Late Payment	Up to <b>\$25.00</b> Up to <b>\$25.00</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See Your Agreement for details.

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

**DEFINITIONS.** In this Agreement, the reference to "We," "Us," "Our" and "Credit Union" mean RIVERMARK COMMUNITY CREDIT UNION. The words "You" and "Your" mean each person accepting this Agreement. If this is a joint Account, read singular pronouns in the plural. The words "Card" and "Credit Card" mean any Platinum VISA, Savings Secured VISA and Rewards VISA Credit Card issued to You by Us and any duplicates or renewals. The word "Account" means the Platinum VISA, Savings Secured VISA and Rewards VISA Credit Card Account established for You under this Agreement. "Convenience Checks" mean the special Account access devices that We may provide for Your use from time to time.

Credit Card	Variable Rate		Daily	ANNUAL
	Index	Margin	Periodic Rate <i>For Purchases</i>	PERCENTAGE RATE <i>For Purchases</i>
Platinum VISA			_____	_____
Savings Secured VISA			_____	_____
Rewards VISA	_____	_____	_____	_____

  

Credit Card	Variable Rate		Daily	ANNUAL
	Index	Margin	Periodic Rate <i>For Balance Transfers</i>	PERCENTAGE RATE <i>For Balance Transfers</i>
Platinum VISA			_____	_____
Savings Secured VISA			_____	_____
Rewards VISA	_____	_____	_____	_____

  

Credit Card	Variable Rate		Daily	ANNUAL
	Index	Margin	Periodic Rate <i>For Cash Advances</i>	PERCENTAGE RATE <i>For Cash Advances</i>
Platinum VISA			_____	_____
Savings Secured VISA			_____	_____
Rewards VISA	_____	_____	_____	_____

**PROMISE TO PAY.** You understand that the following terms and conditions found herein constitute Our Agreement with You. You may request advances on Your Account through a variety of means which could include (but may not be limited to) telephonic requests, Convenience Checks, Credit Cards and the like. Regardless of the means by which any advance is made, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

**USE OF YOUR CARD.** You may use Your Card to buy goods and services in any place that it is honored and to get cash advances at participating financial institutions. You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law.

**CROSS-COLLATERAL AS SECURITY.** *Collateral (other than household goods or any dwelling used as Your principal residence) given as security under this Agreement or for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the "Truth-in-Lending Disclosure" in any particular agreement evidencing such debt.*

**LIEN ON FUNDS DEPOSITED AS SECURITY.** You acknowledge that You own any certificates and/or funds pledged as security and that there are no other liens against them other than Ours. You agree to perform all acts which are necessary to make Our security interest in the certificates and/or funds being pledged enforceable.

**VISA PURCHASE MONEY SECURITY.** For all purchase money transactions made with Your Card, to the extent permitted by law, You grant Us a security interest in all such personal property purchased with such Card.

**CONSENSUAL LIEN ON FUNDS DEPOSITED AS SECURITY.** You grant and consent to a lien on Your funds on deposit with Us (except for IRA and Keogh accounts) and any dividends due or to become due to You from Us to the extent You owe on any unpaid Credit Card. If such funds on deposit or dividends due are owned jointly, Our right of set-off and Our consensual lien extends to any amount owed to Us by any of the joint owners.

**ACCOUNT RESTRICTIONS.** In order to receive and maintain a Savings Secured VISA Credit Card, You agree to give Us a specific pledge of funds which will equal Your credit limit. In the event that You default on Your Savings Secured VISA Credit Card, We may apply these funds toward the repayment of any amount owed on such Credit Card. You may cancel Your Savings Secured VISA Credit Card at any time by paying any amounts owed on that Credit Card. To be certain that Your entire balance and all advances are paid, any funds pledged may not be available to You for 30 days after You have cancelled and any outstanding balance is paid in full.

**LINE OF CREDIT LIMITS.** You will be notified of each specific Credit Limit for which You are approved. Unless You are in default, the Credit Limits established for You will generally be self-replenishing as You make payments. You will keep Your unpaid balance within Your Credit Limit set by Us, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advances which caused You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

**JOINT ACCOUNTS.** Each Borrower will be responsible, individually and together, for the repayment of any amounts owed. If any Account access device, such as a Personal Identification Number (PIN) is requested and approved, You understand that any such Account access device(s) will only be provided to the primary Borrower at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

**MINIMUM MONTHLY PAYMENTS (PAYMENT SCHEDULE).** Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay at any time without penalty. You also understand that You will only be charged periodic Finance Charges to the date You repay Your entire balance. You may make larger payments without penalty. Any partial payment or prepayment will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States. Except as required by law, We may apply payments in an order of Our choosing. Any unpaid portion of the Finance Charge will be paid by subsequent payments and will not be added to Your principal balance. You understand that any delay in the repayment of Your unpaid balance will increase Your periodic Finance Charges and any acceleration in the repayment of Your unpaid balance will decrease Your periodic Finance Charges.

You agree to pay Your minimum monthly payment, which will be established at the close of each billing cycle. The minimum monthly payment will be 2.00% of Your

outstanding balance or \$20.00, whichever is greater, plus any amounts past due and any overlimit amounts. If Your outstanding balance is less than \$20.00, You agree to pay the balance in full.

You may, by separate agreement, authorize Us to charge Your payment directly to Your savings or checking account.

**FINANCE CHARGES.** In the case of any transactions, the balances subject to the periodic Finance Charge are the separate average daily transactions balances outstanding during the month (including new transactions) for purchases, cash advances and balance transfers. To get each average daily balance, We take the beginning balance for purchases, cash advances and balance transfers each day, add any new transactions for purchases, cash advances and balance transfers (costs for debt cancellation coverage, debit adjustments or other charges, such as collection expenses, as applicable) and subtract any payments, credits and unpaid Finance Charges. This gives Us the daily balance(s) for purchases, cash advances and balance transfers. Then, We add up the separate daily balances for purchases, cash advances and balance transfers for the billing cycle and divide them by the number of days in the billing cycle to arrive at the separate average daily transactions balances for purchases, cash advances and balance transfers. The Finance Charge for a billing cycle is computed by multiplying each average daily balance subject to a Finance Charge by the applicable Daily Periodic Rate times the number of days in the billing cycle, and the sum is the amount of the Finance Charge owed for the billing cycle being accounted for.

Your due date is at least 25 days after the close of each billing cycle. You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month by the payment due date. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to Your Account, will be subject to a Finance Charge. Cash advances and balance transfers are always subject to a Finance Charge from the later of the date they are posted to Your Account or from the first day of the billing cycle in which the transaction is posted to Your Account.

**REWARDS VISA VARIABLE RATE.** Your Account is subject to a Variable Rate that is based on the highest Prime Rate as published in The Wall Street Journal in effect on the 15th day of each calendar month ("Index") plus Our Margin. The Index plus the Margin equals the Interest Rate. Changes in the Index will cause changes in the Interest Rate on the 1st day of the billing cycle that immediately follows a change in the Index. Increases or decreases in the Interest Rate will cause like increases or decreases in the Finance Charge and will affect the number of Your regularly scheduled payments. Your Interest Rate will never exceed the maximum permitted by law, and will apply to Your remaining principal balance.

**OVERDRAFT PROTECTION.** We may transfer funds in the amount necessary (or in such increments as We may from time to time determine) to Your checking account by an advance on Your Account, subject to this provision and any preference You have indicated to Us for clearing any overdraft on Your checking account. Whether or not such transfers occur will be controlled by this Agreement. In any event, You hold Us harmless for any and all liability which might otherwise arise if the transfer does not occur. Overdraft protection automatically ceases if this Agreement is ever cancelled or terminated or Your Account is in default.

As disclosed to You previously, all owners of accounts owned jointly are liable for any overdrafts that may occur on those accounts, regardless of whether or not a benefit occurred and checks cashed against any such account are subject to collectibility from that account if returned unpaid. All of which means that if this overdraft protection function is attached to an account owned jointly, then overdraft transfers will be made even if You are not the party that caused the overdraft to occur in the first place.

**PERIODIC STATEMENTS.** On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each month in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. EACH STATEMENT IS DEEMED TO BE A CORRECT STATEMENT OF ACCOUNT UNLESS YOU ESTABLISH A BILLING ERROR PURSUANT TO THE FEDERAL TRUTH-IN-LENDING ACT.

**OUR RESPONSIBILITIES TO HONOR CONVENIENCE CHECKS.** We are under no obligation to honor Your Convenience Checks if: (1) by paying a Convenience Check You would exceed Your Credit Limit; (2) Your Convenience Check is post-dated. We are not responsible, however, if any such Convenience Check is honored and, as a result, any other Convenience Check is returned unpaid; (3) Your Convenience Checks have been reported lost or stolen; (4) Your Convenience Check is not signed by a Borrower under this Agreement; (5) Your Account has been cancelled or terminated as provided for in this Agreement; (6) Your Convenience Check is written for an amount less than the minimum required amount; and/or (7) Your Convenience Check is payable to the Credit Union and represents payment on the Account that it is drawn on. You may be able to stop payment of a Convenience Check by contacting a Credit Union representative and following the directions that are provided.

**DEFAULT.** You will be in default if: (a) You do not make any payment when due; or (b) You exceed Your Credit Limit; or (c) You fail to perform any obligation under this Agreement, or any other agreement that You may have with Us; or (d) You should die, become involved in any bankruptcy, receivership or custodial proceeding filed by or against You; or (e) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (f) A judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (g) We believe, in good faith, that Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

Upon any occurrence of default, We may, to the extent permitted by law, cancel Your rights under this Agreement, require the return of all access devices and declare the entire balance of Your Account immediately due and payable, without prior notice or demand.

**COLLECTION COSTS.** In the event collection efforts are required to obtain payment on this Account, to the extent permitted by law, You agree to pay all court costs, private process server fees, investigation fees or other costs incurred in collection and reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any Collateral.

**ENFORCEMENT.** We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly if You move or otherwise have a change of address.

**CHANGE IN TERMS.** We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-In-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

**DEBT PROTECTION.** Debt protection is not required for any extension of credit under this Agreement. However, You may purchase any debt protection available through Us and have the costs added to Your outstanding balance. If You elect to do so, You will be given the necessary disclosures and documents separately.

**INTEGRATED DOCUMENTS.** Any separate sheet of paper which is delivered together with this Agreement or at a later date becomes an integrated part of this Agreement and Disclosure.

**CONSENT TO AGREEMENT.** You acknowledge receipt of a copy of this Agreement. By signing the application; or by using Your Account or any Account access device; or by authorizing another to use Your Account, You agree to and accept its terms.

**UPDATING AND DISCLOSING FINANCIAL INFORMATION.** You will provide facts to update information contained in Your original Account application or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, a prospective employer or insurer, or a state or federal licensing agency having any apparent legitimate business need for such information.

**TERMINATION.** Either You or We may cancel Your Account at any time, whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of Your Account.

**OWNERSHIP.** Your Card remains Our property and may be cancelled by Us at any time without notice. You agree to surrender Your Card and to discontinue its use immediately upon Our request.

**ISSUANCE OF A PERSONAL IDENTIFICATION NUMBER.** We will issue, upon Your request, a Personal Identification Number (PIN) for use with participating Automated Teller Machines (ATMs). This PIN is confidential and should not be disclosed to anyone. You may use Your PIN to access Your Account and all sums advanced will be added to Your Account balance. In the event a use of Your PIN constitutes an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may also affect Your rights.

**EFFECT OF AGREEMENT.** Even though the sales, cash advance, credit or other slips You may sign or receive when using Your Card contain terms, this Agreement is the contract which solely applies to all transactions involving the Card.

**UNAUTHORIZED USE.** You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us of the loss, theft, or possible unauthorized use by calling Us at (800) 452-8502 or (503) 626-6600, or by writing to Us at P.O. Box 4044, Beaverton, OR 97076-4044. In any case, Your liability will not exceed \$50.00.

**REFUSAL TO HONOR CARDS OR CONVENIENCE CHECKS.** We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Cards or Convenience Checks, or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of the Cards or Convenience Checks.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. Dollars) will be: (a) 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 (b) the government-mandated rate in effect for the applicable central processing date. For transactions that are initiated in a foreign currency, You will be charged 1.00% of the final settlement amount. For transactions occurring in foreign countries and initiated in U.S. Dollars, You will be charged 1.00% of the final settlement amount.

**TRANSACTION SLIPS.** Your monthly statement will identify that merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advances, credit or other slips cannot be returned with the statement.

**LATE CHARGE.** If Your payment is more than ten days late, You will be charged \$25.00 or the amount of the minimum payment due, whichever is less.

**OTHER FEES AND CHARGES.** You will be charged the following fees associated with the use of Your Card: (a) \$25.00 for any check (or other negotiable instrument used for payment) which is returned unpaid, or the required minimum payment amount for the returned payment, whichever is less; (b) \$5.00 for each replacement Card You request; (c) \$10.00 for each statement or sales draft copy that You request; (d) \$25.00 each time You request that We deliver an item on an expedited basis; and (e) \$65.00 each time You fail to return to Us any Cards that are in Your possession after reporting a lost or stolen Card, or in the event We terminate Your credit privileges.

**LOST CARDS OR CONVENIENCE CHECKS.** To report lost or stolen Credit Cards or Convenience Checks, You will immediately call Us at (800) 452-8502 or (503) 626-6600, or write to Us at P.O. Box 4044, Beaverton, OR 97076-4044.

**CREDITS.** If a merchant who honors Your Card gives You credit for returns or adjustments, they will do so by sending Us a slip which will be posted to Your Account. If Your credits and payments exceed what You owe Us, We will hold and apply this credit against future purchases and cash advances, or if it is \$1.00 or more refund it on Your written request or automatically deposit it to Your savings account after six months.

**CONTACT METHODS.** You understand and agree that to the extent permitted by applicable law and as an express condition of Our providing the credit represented by this Agreement, We may choose to contact You at any wireless, cellular, mobile or other phone number that You provide or any other number We may obtain. You further understand and agree that subject to applicable law, We may contact You using any other means We choose, including but not limited to text messaging, artificial or prerecorded voice messages and automatic dialing technology. Without limitation, You agree to pay all costs that You may incur as a result of the contact method We choose.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of Oregon except to the extent that such laws are inconsistent with controlling federal law.

#### **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 Our address shown in this Agreement. 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 three 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 \$50.00 of the amount You question even if Your bill is correct.

#### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If You are dissatisfied with the goods or services that You have purchased with Your Credit Card, and You have tried in good faith to correct the problem with the merchant, You may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- 1) The purchase must have been made in Your home state or within 100 miles of Your current mailing address, and the purchase price must have been more than \$50.00. (Note: Neither of these are necessary if Your purchase was based on an advertisement We mailed to You, or if We own the company that sold You the goods or services.)
- 2) You must have used Your Credit Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses Your Credit Card account do not qualify.
- 3) You must not yet have fully paid for the purchase.

If all of the criteria above are met and You are still dissatisfied with the purchase, contact Us in writing at Our address shown in this Agreement.

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 the point, if We think You owe an amount and You do not pay, We may report You as delinquent.