

VISA PLATINUM CARDHOLDER AGREEMENT and DISCLOSURE STATEMENT

SCHEDULE OF FEES

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| ANNUAL FEE | \$25.00 |
| MINIMUM FINANCE CHARGE | \$ 0.50 |
| GRACE PERIOD | 25 Days |
| METHOD OF COMPUTING THE BALANCE FOR PURCHASES | Average Daily Balance, including new purchases |
| CASH ADVANCE FEE | 2% of Cash Advance, Min. \$5.00 |
| LATE PAYMENT FEE | \$25.00 |
| OVER CREDIT LIMIT FEE | \$25.00 |
| RETURN PAYMENT FEE | \$25.00 |
| CARD REPLACEMENT FEE | \$20.00 |

DEFINITIONS. In this Agreement the words *you*, *your* and *cardholder* mean each person, jointly and individually who holds, signs, retains, uses, or permits others to use or sign a Card are bound to this Agreement. The words *our*, *we* and *us* mean **Community First Guam Federal Credit Union** (CFGFCU) or any of its assigns. *Card* means the Community First Guam Federal Credit Union Visa Gold card, which we issue to you under this Agreement, and includes any device or other method authorized by CFGFCU to obtain credit or cash from the account. Unless otherwise stated, *account* means your Visa account with us.

1. **AGREEMENT.** We agree to extend credit to you and advance amounts up to your credit limit, however transaction limitations may apply. Upon receipt, you will immediately sign the back of the Card to ensure proper use. You will be bound by the terms of this Agreement from the first time you use the account. You agree to pay us for credit extended pursuant to the use of the Card by you or any other cardholder, together with all applicable finance charges, fees and insurance, if applicable and in accordance with the terms of this Agreement. You agree by signing, using or permitting others to use the Card to the terms and conditions contained in this Agreement, on the Card, on any charge slip resulting from authorized use of the Card and on any authorized Cash Advance slip. You may request an increase in your credit limit only by written application which is subject to approval by CFGFCU. CFGFCU has the right to reduce or terminate your credit limit at any time.

2. **Authorized User.** You may request us to issue a Card to an individual that has no financial responsibility under this Agreement. An Authorized User has the same access to your Account as you do, subject to such limitations we may impose. An Authorized User has no authority to add or delete Cardholders, request a replacement Card or terminate or modify this Agreement. You may request CFGFCU to terminate an Authorized User's authority to access your account at any time; however, you must return the Card to CFGFCU for this to become effective. You agree that you are responsible for all charges and such advances made by an Authorized User.

3. You agree to use the Card only within the credit limit authorized by us. You also agree that we can change your credit limit at any time. Any extension of credit to you, made or honored by us, shall be at such times, in such amounts and for such purposes as shall conform to this Agreement, and only in the event there does not exist any default. We are not obligated to accept charges which would cause you to exceed your credit limit. However, if your balance exceeds your credit limit, a charge will be imposed on your account for each billing cycle said limit is exceeded.

4. We will have no liability or responsibility if any merchant refuses to honor the Card. No cash refund will be made to or accepted by you with respect to any adjustment for goods or services purchased. All adjustments will be made by credit to your CFGFCU Visa account by a properly executed credit voucher issued by the appropriate merchant.

5. You agree that illegal use of your Card will be deemed an action of default and/or breach of contract and your account and other related services may be terminated at CFGFCU's discretion. You further agree, should illegal use occur, to waive any right to sue CFGFCU for such illegal use or activity directly or indirectly related to it and additionally you agree to indemnify and hold CFGFCU harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

6. You agree to advise us of any change in your financial condition which may affect your creditworthiness and to provide us with a current loan application whenever we request one. You expressly authorize any person, partnership, association, firm, corporation, consumer reporting agency or personnel office, upon our request, to furnish us information concerning the cardholder relevant to the review and evaluation of this account. You agree we may terminate your account upon adverse reevaluation of your creditworthiness.

7. You agree to make a good-faith effort to resolve any billing error dispute.

8. You agree that the terms of this Agreement are applicable to any cardholder. You also agree that we can change the terms of this Agreement at any time as long as we give you 15 days written notice before the change becomes effective. Any changes to the Agreement may, at our option, apply to all outstanding indebtedness. This includes any indebtedness which shall have arisen out of purchases made by you and cash advances made to you on the effective date of the changes.

9. We may disclose information to third parties about your account in order to advise third parties, such as credit bureaus or merchants, of the existence or condition of your account; or if you give us written permission; or in order to comply with government agency or court orders.

10. You will be in default if you fail to make a payment on time, if you become insolvent or file bankruptcy. If you die or become incompetent, if a judgement or garnishment should be issued against any of your property including any of your accounts with us, if we in good faith consider our or your obligations or your ability to repay or perform your obligations with us unsafe or insecure, or fail to live up to any of your other agreements with us. You also agree our obligation for further credit extensions shall immediately end and we may terminate your account without further notice to you. We can do this if you make any false or misleading statements on any requests for an advance, if you die, file for bankruptcy or if any other creditor tries to seize your property. If collection is necessary, you agree to pay all costs of collection, including reasonable attorney's fees and court costs.

11. TO PROTECT US IF YOU ARE IN DEFAULT ON ANY CREDIT EXTENDED OR CASH ADVANCED UNDER THIS ACCOUNT, YOU PLEDGE ALL OF YOUR SHARES, DEPOSITS, PAYMENTS, AND DIVIDENDS WHICH MAY BE RECEIVED, WHETHER HELD JOINTLY OR INDIVIDUALLY, UP TO THE AMOUNT OF YOUR OUTSTANDING BALANCE. THIS DOES NOT INCLUDE YOUR INDIVIDUAL RETIREMENT ACCOUNT. WE MAY TAKE ALL THE SHARES NEEDED BY US TO REPAY YOUR CREDIT EXTENSION OR CASH ADVANCE. IF IT IS NECESSARY TO TAKE ALL OF YOUR SHARES FOR THE PAYMENT OF THIS ACCOUNT, YOU UNDERSTAND YOUR MEMBERSHIP IN CFGFCU MAY END. COLLATERAL SECURING OTHER LOANS WITH THE CREDIT UNION MAY ALSO SECURE THIS LOAN.

12. You agree that CFGFCU has the right pursuant to its statutory lien and further, you give your express consent to enable CFGFCU to charge against any balance in any of your CFGFCU accounts, including accounts on which you are a joint owner, to include any otherwise statutorily protected funds that may not otherwise be available by legal process, to liquidate any CFGFCU indebtedness, owned by you or any person who is listed as a joint owner on your accounts with CFGFCU, including a deceased joint owner. CFGFCU may take such action without further notice to you or any joint owner. In regard to those funds that have a statutory protection you understand that you may withdraw your express consent for CFGFCU to apply such funds to pay any such indebtedness by notifying CFGFCU in writing. If your consent is withdrawn, CFGFCU may in its sole discretion terminate any and all services that you have with the credit union.

13. **JURY TRIAL WAIVER.** Community First and you hereby waive trial by jury in any action proceeding, claim or counter claim, whether in contract or tort, at law or in equity, arising out of or in any way related to this agreement.

14. **THE CARD.** Upon receipt of the Card(s) you and all other cardholders will sign the signature panel on the back of the Card(s). The Card remains the Property of CFGFCU and may be revoked without notice at any time. The Card must be surrendered to us (or our agent designated to repossess it) upon demand or revocation. If we employ an agent for such repossession, your account will be charged with any related fee. No expired, revoked or otherwise invalid Card shall be used to obtain or attempt to obtain credit. However, you will remain responsible to pay the amount you owe us according to the terms of this Agreement. Cancellation of this account will also terminate any other products or services offered in conjunction with this account. Further, recurring charges from a third party vendor/merchant will be charged to your account, even though you have requested cancellation. You must cancel the recurring charge with the third party merchant/vendor.

If this account is jointly held, either of the joint cardholders may terminate the account at any time by returning all Cards issued under this Agreement to CFGFCU. Such action will not relieve either of the joint cardholders or any other cardholders from liability for repayment of any obligations arising from the use of the account.

15. **ANNUAL FEE.** You will be charged an annual fee. The fee will be charged annually to your account and will appear on your periodic statement for the billing cycle when it first becomes effective. You will be charged each year until your account is closed and paid in full.

16. **PAYMENTS.** We will accept payments at the address indicated on the periodic statement. All payments will be credited to your account promptly. Payments not received at permitted locations or without the payment voucher may be delayed in posting, however, no more than five working days from the date of receipt. CFGFCU, in its sole discretion, may accept a check for payment on your account even though payment was made before the date of the check or a check which has a date more than six months old. All payments made to your CFGFCU credit card account must be in U.S. Dollars and drawn on a U.S. bank.

Any payment larger than the Minimum Payment Due, but smaller than the amount necessary to pay off the balance of your account does not prepay your account or advance your next due.

If your credits and payments exceed what you owe CFGFCU, the amount will be applied against future purchases and cash advances. If the amount is \$1 more, it will be refunded upon your written request or automatically after six months.

Your Minimum payment Due is the greater of **\$10.00** or **3%** of the "new balance" plus the "past due" amount, and/or all amounts in excess of the authorized credit limit shown on the periodic statement. If the "new balance" does not exceed **\$10.00**, only the "new balance" total is due and is shown as the "Minimum Payment Due." All "past due" or "over limit" amounts are due and must be fully paid immediately upon notification. You may, however, pay the total amount due, which is shown as the "new balance", or you may pay any additional amount you wish over the "Minimum Payment Due."

Minimum Payment Warning: Making only the minimum payment will increase the interest you pay and the time it takes to repay your balance.

For example, making only the typical 2% minimum monthly payment on a balance of \$1,000 at an interest rate of 17% would take 88 months to repay the balance in full. For an estimate of the time it would take to repay your balance, making only minimum payments, call this toll-free number: 1-866-472-8210.'

If your payment is not honored or we must return it to you because it could not be processed, a charge will be made to your account.

You understand and agree that payments will be applied in a manner determined by CFGFCU.

16a. You understand and agree that payments will be applied, in the following order: (1) annual membership fee and over credit limit fee (2) late payment fee; (3) cash advance fee (4) finance charge; (5) previous balance purchases; (5) previous balance cash advances; (6) new purchases; and (7) new cash advances.

17. **LATE PAYMENT FEE.** You will pay a Late Payment Fee if the Minimum Payment Due is 10 or more days late.

18. You agree that purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The rate of exchange between the transaction currency and the billable currency is either a wholesale market rate or the government mandated rate in effect one day prior to the date processed by Visa increased by one percent.

19. **FINANCE CHARGES.** **FINANCE CHARGES WILL BE IMPOSED IN THE FOLLOWING MANNER AND WILL BE IN AMOUNTS NOT IN EXCESS OF THOSE PERMITTED BY LAW:**

19a. **PURCHASES.** (1) No **FINANCE CHARGE** will be imposed during the next billing cycle (a billing cycle is defined as the time interval between regular monthly billing statement dates) if you pay the entire "New Balance" shown on the current periodic statement and we receive your payment on or before the "Payment Due Date" shown on the statement. (2) In all other cases, a **FINANCE CHARGE** will be imposed based on the Average Daily

Balance of all purchases and debit adjustments hereafter referred to as purchases. The Average Daily Balance is the sum of all outstanding purchases (determined by including new purchases and deducting payments or credits and excluding any unpaid **FINANCE CHARGE**) for your account on each day of the billing cycle, divided by the number of days in the billing cycle. A purchase appearing on the periodic statement is considered a part of the outstanding balance from the date of posting. (3) The amount of the **FINANCE CHARGE** is calculated by multiplying the Average Daily Balance for "Purchases" by the "Daily Periodic Rate."

19b. **CASH ADVANCES.** (1) **FINANCE CHARGES** accrue on all Cash Advance amounts from the date charged to your account and continue so long as such amounts remain outstanding. (2) A **FINANCE CHARGE** will be imposed on the Average Daily Balance of "Cash Advances," which is the sum of the "Cash Advances" (determined by including new cash advances and deducting any payments or credits and excluding any unpaid **FINANCE CHARGE**) outstanding each day during the billing cycle, divided by the number of days in the billing cycle. A cash advance appearing on the periodic statement is considered a part of the outstanding balance from the date of posting. (3) The amount of **FINANCE CHARGE** is calculated by multiplying the Average daily Balance for "Cash Advance" by the "Daily Periodic Rate".

20. **ASSIGNABILITY OF ACCOUNT.** You agree that Community First Guam Federal Credit Union may at any time sell, transfer or assign your Visa account.

21. **WHAT TO DO IF YOUR CARD IS LOST OR STOLEN.** You are responsible for the possession and use of the Card and must maintain the confidentiality of the PIN we assign you. You will notify us at once if you believe your Card has been lost or stolen, or if you have reason to believe the Card is being used without your permission. You may notify us, by calling **(671) 472-8210** or **1(800) 991-4961**, toll free or writing to us at: Support Services, Community First Guam Federal Credit Union, 238 AFC Flores Street, Suite 102, Hagatna, Guam 96910.

22. **LIABILITY FOR UNAUTHORIZED USE.** You are liable for all authorized use of any Card issued under this Agreement regardless of the credit limit or party using it. You will not be liable for any unauthorized use of the Card that occurs after you notify CFGFCU in writing, of the loss, theft, or possible unauthorized use. You agree to cooperate with us in the recovery of any amounts advanced based on such unauthorized use.

23. **STATEMENTS.** We will bill you monthly, on a date selected by us, for amounts due under this Agreement. Failure to receive a monthly statement does not relieve you from making any required minimum payment. Upon receipt of each periodic statement, you should examine it and immediately notify us in writing of any transaction you believe to be in error. If your account is a joint account, we can send statements and notices to either of you. You agree to notify us promptly of any change in your name or address.

24. **OTHER AGREEMENTS.** All the terms and conditions of any other agreement between us and you and/or any other institution that is part of a network of automated teller machines (ATMs) in which we participate, and any applicable rules and regulations, also apply to use of the Card. There may be minimum and/or maximum limits on the amount of a cash advance dispensed from electronic terminals which accept the Card. All of the transactions made by electronic means are subject to verification by us, and any checks or other items deposited for collection may be deemed to be received and any other transaction may be deemed to occur on our business day. (Transactions may be limited in some areas.)

You agree that we do not waive our rights under this Agreement if we fail to assert them. The Agreement binds and benefits us and our successors and assigns and binds you, your estate and your personal representatives.

NOTICE

Your Billing Rights

(Keep this notice for future use)

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

Notify Us In Case of Errors or Questions About Your Statement

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet to:

Community First Guam Federal Credit Union
238 AFC Flores Street, Suite 102
Hagatna, Guam 96910

as soon as possible. We must hear from you no later than 60 days after we sent you the first statement 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:

- o Your name and account number.
- o The dollar amount of the suspected error.
- o 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 share master or share draft 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 statement 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 an 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 portions of your balance that are not in question.

If we find that we made a mistake on your statement, 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 that 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 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. 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 statement was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of goods or services that you purchase with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. There are two limitations on this right:

- (a) You must have made the purchases 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 of services.