ANIMAS CREDIT UNION
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CONSUMER CREDIT CARD AGREEMENT AND DISCLOSURE

VISA

VISA PLATINUM/VISA CLASSIC

This Consumer Credit Card Agreement and Disclosure together with the Account Opening Disclosure and any other Account opening documents or any subsequent documents provided to You related to this Account (hereinafter collectively referred to as “Agreement”) govern the terms and conditions of this Account. “We,” “Us,” “Our” and “Ours” and “Credit Union” refers to Animas Credit Union with which this Agreement is made. “You,” “Your,” and “Yours” refers to each applicant and co-applicant for the Account; any person responsible for paying the Account; and anyone You authorize to use, access or service the Account. "Card" means the Visa® credit card and any other access devices, duplicates, renewals, or substitutions, including convenience checks, the Credit Union issues to You. "Account" means the line of credit established by this Agreement and includes Your Card.

SECURITY INTEREST

You grant the Credit Union a security interest under the Uniform Commercial Code and under any common law rights the Credit Union may have in any goods You purchase.

If You give the Credit Union a specific pledge of shares by signing a separate pledge of shares, Your pledged shares will secure Your 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.

You grant Us a security interest in all individual and joint share and/or deposit accounts You have with Us now and in the future to secure Your credit card Account. Shares and deposits in an IRA 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 have given in Your shares and deposits. You may withdraw these other shares unless You are in default. When You are in default, You authorize Us to apply the balance in these accounts to any amounts due. For example, if You have an unpaid credit card balance, You agree We may use funds in Your account(s) to pay any or all of the unpaid balance. You acknowledge and agree that Your pledge does not apply during any periods when You are a covered borrower under the Military Lending Act. For clarity, You will not be deemed a covered borrower, and Your pledge will apply, if: (i) You established Your credit card Account when You were not a covered borrower; or (ii) You cease to be a covered borrower.

Unless otherwise prohibited by federal and/or state law, collateral securing other loans You have with the Credit Union may also secure this loan, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other Agreement.

1. USING YOUR ACCOUNT — By using the Account or keeping the Card, You agree to the terms of this Agreement. You agree to use Your Account in accordance with this Agreement. Your Account must only be used for lawful transactions.

2. CREDIT LIMIT — We may establish a credit limit as part of this Agreement, which You promise not to exceed. If You exceed the credit limit, You promise to repay immediately the amount which exceeds the credit limit, including amounts due to finance charges, fees or other charges. You may request a credit limit increase on Your Account only by a method acceptable to the Credit Union. We may increase or decrease Your credit limit, refuse to make an advance and/or terminate Your Account at any time for any reason permitted by law.

3. CONVENIENCE CHECKS — We may, from time to time, issue convenience checks to You that may be drawn on Your Account. Convenience checks may not be used to make a payment on Your Account. If You use a convenience check, it will be posted to Your Account as a cash advance. We reserve the right to refuse to pay a convenience check drawn on Your Account for any reason and such refusal shall not constitute wrongful dishonor. You may request that We stop the payment of a convenience check drawn on Your Account. You agree to pay any fee as identified in this Agreement imposed to stop a payment on a convenience check issued on Your Account. You may make a stop payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentment of the check for payment to give Us a reasonable opportunity to act on Your request. In addition, Your request must

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accurately describe the check including the exact Account number, the payee, any check number that may be applicable, and the exact amount of the check. If permitted, You may make a stop payment request orally but such a request will expire after 14 days unless You confirm Your request in writing within that time. Written stop payment orders are effective only for six months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed. We are not required to notify You when a stop payment order expires.

If We re-credit Your Account after paying a check over a valid and timely stop payment order, You agree to sign a statement describing the dispute with the payee, to assign to Us all of Your rights against the payee or other holders of the check and to assist Us in any legal action.

You agree to indemnify and hold Us harmless from all costs and expenses, including attorney's fees, damages, or claims, related to Our honoring Your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to Us or the giving of inadequate time to act upon a stop payment request. Note: A convenience check is not a check as that term is defined under the Uniform Commercial Code. It is an advance from Your credit card Account with Us and Your stop payment rights are provided under this Agreement with Us.

4. REPAYMENT — You promise to repay all amounts You owe under this Agreement. Your promise to repay includes all transactions made to Your Account by You or anyone You authorize to use Your Account as well as all interest charges and fees.

For each billing period, You must pay at least the Minimum Payment Due by the Payment Due Date.

The Minimum Payment Due is 2.00% of Your total New Balance, or $10.00, whichever is greater, plus any amount past due and any amount by which You have exceeded Your applicable credit limit. If Your total New Balance is less than $10.00, then Your Minimum Payment Due is the amount of the total New Balance.

You may pay more frequently, pay more than the Minimum Payment Due or pay the total New Balance in full.

If You make extra or larger payments, You are still required to make at least the Minimum Payment Due each month Your Account has a balance (other than a credit balance). The Credit Union may delay replenishing Your credit limit until the date the payment is posted or the Credit Union confirms the payment has cleared.

Your payment of the required Minimum Payment Due may be applied to what You owe the Credit Union in any manner the Credit Union chooses, as permitted by applicable law. If You make a payment in excess of the required Minimum Payment Due, the Credit Union will allocate the excess amount first to the balance with the highest annual percentage rate ("APR") and any remaining portion to the other balances in descending order based on applicable APR, unless otherwise prescribed by applicable law. We may accept checks marked "payment in full" or with words of similar effect without losing any of Our rights to collect the full balance of Your Account with Us.

5. INTEREST AND FINANCE CHARGES — We will begin charging You interest on purchases on the date the transaction is posted to Your Account. We will begin charging You interest on cash advances and balance transfers on the date of the transaction or the first day of the billing cycle in which the transaction is posted to Your Account, whichever is later (transaction date). However, We will not charge You any interest on new purchases if Your Account had a zero or credit balance at the beginning of that billing cycle, or You paid the entire new balance on the previous cycle's billing statement by the Payment Due Date of that statement. To avoid an additional finance charge on the balance of purchases, You must pay the entire new balance on the billing statement by the Payment Due Date of that statement.

How We Calculate Your Balance:

Interest charges on Your Account are calculated separately for purchases, balance transfers and cash advances ("Transaction Type"). We figure the interest charge for each Transaction Type by applying the periodic rate to each corresponding "average daily balance." To get the "average daily balance" for a Transaction Type We take the beginning balance for that Transaction Type each day, add any new transactions of that type, and subtract any unpaid interest or other finance charges and any applicable payments or credits. This gives Us the daily balance for each Transaction Type. Then, for each Transaction Type, We add up all the daily balances for the billing cycle and divide each total by the number of days in the billing cycle. This gives Us the "average daily balance" for each Transaction Type.

6. FEES — In addition to the periodic rate, additional fees may be imposed on Your Account. If applicable to Your Account, the fee amounts and explanations are disclosed on the Account Opening Disclosure accompanying this Agreement.

7. FOREIGN TRANSACTIONS — Purchases and cash advances made in foreign currencies will be debited from Your Account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is 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. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee (finance charge) will be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded. The Foreign Transaction Fee is set forth on the Disclosure accompanying this Agreement.

8. AUTHORIZATIONS — We do not guarantee authorization of a transaction, either by Us or by a third party, even if You have sufficient credit available. You agree that We will not be liable for failing to give an authorization. We also reserve the right to limit the number of transactions that may be approved in one day. We reserve the right to deny certain transactions for any reason and at Our sole discretion, including for default, suspected fraudulent or unlawful activity, internet gambling or any indication of increased risk related to the transaction or the Account. You agree that We have no requirement to notify You of the specific reason We denied a transaction. If We detect unusual or suspicious activity, We may suspend Your credit privileges until We can verify the activity, or We may close the Account.

9. PREAUTHORIZED CHARGES — If You default, if the Card is lost or stolen, or We change the Account for any reason, We may suspend automatic charges with third party vendors. If preauthorized charges are suspended, You are responsible for making direct payment for such charges until You contact the third party to reinstate the automatic charges.

10. DEFAULT — You will be in default under this Agreement if You fail to pay the Minimum Payment Due by its Payment Due Date; pay by a check or similar instrument that is not honored or that We must return because it cannot be processed; pay by automatic debit that is returned unpaid; make any false or misleading statements in any credit application or credit update; file for bankruptcy; or die. You will also be in default if You fail to comply with the terms of this Agreement or any other Agreement You have with Us.

If You default, We may close Your Account and require You to pay any unpaid balance immediately, subject to applicable law. In this Agreement and on Your Credit Card Application, You gave Us a security interest in all individual or joint share and/or deposit accounts with the Credit Union and authorized Us, if You defaulted, to apply the balance in these accounts to any amounts due. You agree We may rely on Your agreement and authorization to, upon Your default, apply any balance to any amounts due on Your Account.

11. LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION — If You notice the loss or theft of Your credit card or a possible unauthorized use of Your Card, You should write to Us immediately at 2101 East 20th Street, Farmington, NM, 87401 or call Us at 800-808-7230, seven days a week 24 hours a day.

You will not be liable for any unauthorized use that occurs after You notify Us. You may, however, be liable for unauthorized use that occurs before Your notice to Us. You will have no liability for unauthorized use unless You are found to be fraudulent or negligent in the handling of Your Account or Card. In any case, Your liability for unauthorized transactions will not exceed $50.

12. CHANGING OR TERMINATING YOUR ACCOUNT — As permitted by law, the Credit Union may change the terms of this Agreement and any attached Disclosure from time to time. Notice of any change will be given in accordance with applicable law. To the extent permitted by law, changes to the Agreement may apply to Your existing account balance as well as to future transactions.

Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, Washington, and Wisconsin Residents - Either You, Your spouse or the Credit Union may terminate this Agreement at any time, but termination by You, Your spouse or the Credit Union will not affect Your obligation to pay the account balance plus any finance and other charges You or Your spouse owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges You owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. 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.

Residents of all other states - 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. Your obligation to pay the account balance plus any finance and other charges You owe under this agreement are subject to all applicable laws and regulations regarding repayment requirements. 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.

13. AUTHORIZED USERS — Upon Your request, We may issue additional Cards for authorized users that You designate. You must notify Us in writing of any termination of an authorized user's right to access Your Account. Your notice must include the name of the authorized user and Your Account number and/or any subaccount number issued to the authorized user along with the authorized user's Card and any convenience or other access checks issued to the authorized user. If You cannot return the authorized user's Card or access checks and if You request Your Account to be closed, We will close Your Account and You may apply for a new Account. Alternatively, We may, at Our sole discretion, issue You a new Account number and a new Card.

14. CREDIT REPORTS AND NOTICE OF NEGATIVE INFORMATION — You authorize the Credit Union to obtain credit reports and any other information We may need to verify Your identity and use of the Account when opening Your Account and for any update, increase, renewal, extension, collection or review of Your Account. You authorize the Credit Union to disclose information regarding Your Account to credit bureaus and creditors who inquire about Your credit standing. We may report information about Your Account to credit bureaus. Late payments, missed payments, or other defaults on Your Account may be reflected on Your credit report.

15. JOINT ACCOUNTS — If this is a joint Account, 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 transactions on the Account individually. Any one of You may terminate the Account and the termination will be effective as to all of You.

16. EFFECT OF AGREEMENT — This Agreement is the contract which 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.

17. SEVERABILITY AND FINAL EXPRESSION — This Agreement is the final expression of the terms and conditions of Your Account. This written Agreement may not be contradicted by evidence of any alleged oral Agreement. Should any part of this Agreement be found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

18. ILLEGAL TRANSACTIONS PROHIBITED — You agree that You will not use Your Card for any transaction, including any type of electronic gambling transaction through the Internet, that is illegal under applicable federal, state, or local law.

Even if You use Your Card for an illegal transaction, You will be responsible for all amounts and charges incurred in connection with the transaction. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

19. APPLICABLE LAW — The terms and enforcement of this Agreement shall be governed by federal law and the law of New Mexico.

20. ENFORCING THIS AGREEMENT — We can delay in enforcing or fail to enforce any of Our rights under this Agreement without losing them.

21. COLLECTION COSTS — If We refer collection of Your Account to a lawyer who is not Our salaried employee, You are liable for any reasonable attorney's fees We incur, plus the costs and expenses of any legal action, as further disclosed on this Agreement, or to the extent allowed by law.

22. ASSIGNMENT — We may assign any or all of Our rights and obligations under this Agreement to a third party.

23. CALIFORNIA RESIDENTS — A married applicant may apply for a separate Account. Applicants: 1) may, after credit approval, use the credit card Account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, You are hereby notified that a negative credit report reflecting on Your credit record may be submitted to a credit reporting agency if You fail to fulfill the terms of Your credit obligations.

24. FLORIDA RESIDENTS — You (borrower) agree that, should We obtain a judgment against You, a portion of Your disposable earnings may be attached or garnished (paid to Us by Your employer), as provided by Florida and Federal law.

25. MARYLAND RESIDENTS — To the extent, if any, that Maryland law applies to Your Account, We elect to offer Your Card Account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.

26. MISSOURI RESIDENTS — Oral Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect You (borrower(s)) and Us (creditor) from misunderstanding or disappointment, any Agreements We reach covering such matters are contained in this writing, which is the complete and exclusive statement of the Agreement between Us, except as We may later agree in writing to modify it.

27. NEW YORK RESIDENTS — We may obtain a credit report in connection with this Account, including for any review, modification, renewal or collections associated with this Account. Upon Your request, You will be informed whether such report was requested and, if so, the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Banking Department at 800.342.3736 or www.dfs.ny.gov to obtain a comparative listing of credit card rates, fees and grace periods.

28. OHIO RESIDENTS — The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

29. SOUTH DAKOTA RESIDENTS — If You believe there have been any improprieties in making this loan or in the lender's loan practices, You may contact the South Dakota Division of Banking at 1601 N. Harrison Ave, Suite 1, Pierre, SD 57501, or by phone at 605.773.3421.

30. WISCONSIN RESIDENTS — If You are married, please contact Us immediately upon receipt of this Agreement at the address or phone number listed on this Agreement and provide Us with the name and address of Your spouse. We are required to inform Your spouse that We have opened an Account for You.

31. NOTICE TO UTAH BORROWERS — This written Agreement is a final expression of the Agreement between You and the Credit Union. This written Agreement may not be contradicted by evidence of any oral Agreement. As required by law, You are hereby notified that a negative credit report reflecting on Your credit record may be submitted to a credit reporting agency if You fail to fulfill the terms of Your credit obligations.

32. THE FOLLOWING IS REQUIRED BY VERMONT LAW — NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

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 the address listed on Your statement.

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** or electronically. 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 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. (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** or electronically at the address listed on Your statement.

While We investigate, the same rules apply to the disputed amount as discussed above. After We finish Our investigation, We will tell You Our decision. At that point, if We think You owe an amount and You do not pay, We may report You as delinquent.