Golden 1 Credit Union
P.O. Box 15966
Sacramento, CA 95852-0966
1-877-GOLDEN 1 (1-877-465-3361)
Telecommunications Devices for the Deaf: 916-363-7407
golden1.com

PLATINUM REWARDS CREDIT CARD AGREEMENT

IN THIS AGREEMENT, "YOU" AND "YOUR" MEAN ANY PERSON WHO ACCEPTS THIS AGREEMENT OR USES THE CARD. THE "CARD" MEANS ANY CREDIT CARD ISSUED TO YOU OR THOSE DESIGNATED BY YOU UNDER THE TERMS OF THIS AGREEMENT. "ACCOUNT" MEANS YOUR CREDIT CARD ACCOUNT. "WE", "US", "OUR" AND THE "CREDIT UNION" MEANS GOLDEN 1 CREDIT UNION OR ITS SUCCESSORS. BY USING OR ACTIVATING YOUR CARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF CREDIT UNDER THIS AGREEMENT.
YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENDED UNDER THIS AGREEMENT. YOU ALSO AGREE THAT WE HAVE SIMILAR STATUTORY LIEN RIGHTS UNDER STATE AND/OR FEDERAL LAW. IF YOU ARE IN DEFAULT, WE CAN APPLY YOUR SHARES TO THE AMOUNT YOU OWE.
Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given are not subject to this security interest.

YOUR RESPONSIBILITIES

Promise To Pay. You promise to pay us in U.S. dollars for (a) all purchases, cash advances, and balance transfers made by you or anyone whom you authorize to use the Card; (b) all interest charges and all other charges or fees as allowed by law; (c) collection costs and attorney's fees as permitted by applicable law, and any costs incurred in the recovery of the Card as allowed by applicable law; and (d) credit in excess of your credit limit that we may extend to you. We may limit or close your Account, but the terms of this Agreement will apply until you repay us in full.

Joint Accounts. Each of you will be responsible, jointly and severally, for the repayment of amounts owed, regardless of who initiated any transaction under the Account. This means that each party on the joint account will be responsible for their own debt and the entire debt as a whole and for the repayment of amounts owed, regardless of who initiated any transaction under the Account. If you close your joint Account, you will continue to be jointly and severally obligated to repay the outstanding balance of the Account under the terms of this Agreement.

Others Using Your Account. If you request, we may issue Cards to authorized users that allow access your Account. Use of your Account by an authorized user is subject to the terms of this Agreement. You understand that an authorized user will have access to your Account and Account information. You are responsible for any use of your Account by an authorized user or anyone else that you permit to use your Account. You must notify us if you want an authorized user to stop using your Account. If an authorized user is removed from your Account, you will be mailed a new Card with a new number.

Notification of Address Change. You will notify us promptly if you change your address for any reason. In order to prevent identity theft, your identity may need to be verified before we act upon the notification.

USING YOUR ACCOUNT

Your Card. Please sign the Card immediately after you receive it. The Card is valid during the dates provided on the Card. We may replace your Card with another card at any time. You agree to take reasonable steps to prevent the unauthorized use of your Card and Account. Each Card issued on your Account is our property, and you agree to return it to us or destroy it upon our request. Use of your Card is subject to the terms of the Visa Core Rules and Visa Product and Service Rules, as those rules may be revised from time to time.

Using Your Card. You can purchase or lease goods and services from any merchant who honors your Card, and you may obtain cash advances from any Golden 1 branch or other financial institution or Automated Teller Machine ("ATM") that accepts the Card, up to your allowable limit which is included on your periodic statements. You agree not to present your Card or obtain a cash advance for any extension of credit in excess of your available credit limit; however, if you do exceed your credit limit, you agree to make immediate payment sufficient to bring the balance below the credit limit. Certain purchases and cash advances require authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our system is not working, we may not be able to authorize a transaction, even though you have sufficient credit available. Also, for security reasons, we may block the use of your Card in certain countries or geographic areas. We will have no liability to you or others if any of these events occur.

Credit Limit. Your credit limit is disclosed to you when you open your Account and on each monthly billing statement. Purchases will not be authorized if they exceed your available credit limit. Your Account balance may exceed your credit limit due to interest and/or fees that are imposed on your Account.

You must pay the excess amount immediately. You are responsible for the total balance at all times, even if your balance exceeds your credit limit. We may change your credit limit at any time. If we accept a payment from you in excess of your outstanding balance, your available credit limit will not be increased by the amount of the overpayment, nor will we be required to authorize transactions for an amount in excess of your credit limit.

Personal Identification Number (PIN). We may issue a Personal Identification Number (PIN) for use with your Card. This PIN is confidential and should not be disclosed to anyone. You may use your PIN and your Card 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 Funds Transfer, the terms and conditions of your Electronic Funds Transfer Agreement may affect your rights.

Consumer Purposes. You may use your Account only for personal, family, or household purposes. You are not permitted to use your Account for business or commercial purposes. If you use your Account for business purposes, this Agreement still applies and you must pay us for the transactions incurred. In addition, we may close your Account.

Impermissible Transactions. We prohibit the use of your Account for any transaction that is unlawful under applicable laws. You must not use or try to use your Card and/or Account for Internet gambling or any transactions that are illegal or not permitted by us. Any such use will constitute an event of default under this Agreement. Impermissible transactions include activities that abuse our products and services, including, without limitation, excessive cash-equivalent transactions or a pattern of payments in excess of your outstanding balance, and any other activities deemed by us to be suspicious, fraudulent, dishonest or deceptive. If you use your Account for such transactions, you agree that we will have no liability or responsibility for those transactions. In such case, this Agreement still applies and you must pay us for those transactions according to the terms of this Agreement. You also agree that we will have no liability or responsibility if we decline such transactions. You may also have to reimburse the payment card network and us for any damages and/or expenses resulting from that use. If we have reason to believe that your Card is used for unlawful or fraudulent activities, Internet gambling, or transactions deemed by us impermissible or likely to cause a loss to Golden 1, we may, at our option, restrict or suspend access to your Account or any of its features, or close your Account without prior notice.

Suspension of Electronic Services and Access to Share Accounts. Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your credit card or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

Third Party or Mobile Devices. Smart phones, tablets, and other electronic devices allow you to store or electronically present your Account information, and engage in credit transactions without presenting your Card (such as through a mobile wallet). Any purchases or transactions made through such third party or mobile devices are covered by this Agreement and subject to its terms and conditions. We do not control third party or mobile devices and cannot guarantee the performance of any such device or any third party. You agree to protect the security of the device the same as you would your Card.

Transaction Limits. Transaction limits, including, without limitation, on cash advances at an ATM, may be imposed for security reasons by us or ATM owners.

Notice Regarding ATM Fees by Others. When you use an ATM not owned by us, you may be charged a fee by the ATM operator of any network used to complete the transaction. You may be charged a fee for a balance inquiry even if you do not complete a funds transfer. Any such fees must be displayed at the ATM or point of sale terminal location.

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PAYMENTS AND FEES

Billing Statements. You will receive a billing statement each month there is a balance on your Account. You may receive your billing statements electronically by enrolling in Visa Online Statements by signing on to your online account at www.golden1.com. You may also receive your billing statements in the mail if you do not choose to receive them electronically. Your billing statement will provide instructions for making payments, including the amounts due and the due date for receiving your payment. If applicable, your billing statement will show your minimum payment amount, which includes any past due amounts. Your payment due date is typically the same day of the month every month. You may request a change to your monthly due date.

Minimum Monthly Payments. To avoid a late payment fee, you must pay us at least the minimum payment amount within 15 days after the date and time provided in the billing statement. The monthly minimum payment will equal 2% of the balance on the date the billing cycle closes or $10.00, whichever is greater. If the balance is less than $10.00, your minimum payment will equal that amount.

You also agree to pay any amount which is past due or over your credit limit. In addition to the minimum payment due, you may pay all or any part of the entire outstanding balance on your Account at any time. You can pay down balances faster by paying more than the minimum payment on your Account.

Application of Payments. We will apply your payments first to finance charges, then to fees (if any), and then to the principal balance. All payments in excess of the minimum monthly payment will be applied first to the balance with the highest interest rate, and then to each successive balance with the next highest interest rate, until the payment is exhausted.

Method of Payment. You may pay by check using the remittance coupon on your billing statement, by automatic payment from your Golden 1 checking account, by automatic payment from an account with another financial institution, or online by signing in to your Online Banking account at www.golden1.com. You may also pay in person at any Golden 1 branch. Payments received in person by an employee at a Golden 1 branch no later than close of business on any business day will be credited to your Account effective on that day. Payments received after the close of business on any business day will be credited on the next business day. We do not accept cash payments through the mail. All payments are subject to verification and collection by Golden 1. We may accept and process any payments marked "paid in full" without losing our rights. All payments must be in U.S. Dollars.

As long as you make your payment in accordance with the instructions in your billing statement by the date and time it is due, we will generally credit the payment to your Account as of the day it is received. If you do not follow our payment instructions, we may not accept your payment or there may be a delay in crediting your Account.

Late or Partial Payments. Any payment that delays the reduction of your balance will increase your total interest costs. Partial payments or prepayments will not delay your next scheduled payment - you will still need to make the minimum scheduled payment by the next scheduled due date to keep your Account current. We may accept late payments, partial payments, checks or money orders marked "payment in full" and such action shall not constitute final settlement of your Account or a waiver or forgiveness of any amounts owing under this Agreement.

Liability for Payments. If your Account is cancelled or closed, whether by you or us, you remain obligated to pay the outstanding balance plus any interest charges, fees and other charges imposed on your Account. Any time your payment is returned for insufficient funds, we may place a temporary freeze on all or part of the credit available to you under this Agreement until your payment is actually collected by us.

FEES AND FOREIGN CURRENCY CONVERSION

Fees. In addition to the interest charges set forth herein as outlined in this Agreement, you agree to also pay any and all fees that you incur as disclosed to you on your Credit Card Account Opening Disclosure or similar disclosures (as may be amended from time to time as allowed by law), or as disclosed to you during the term of your Account.

Foreign Transactions; Currency Conversion. Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. The conversion rate in dollars will be a rate selected by the card network from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card network itself receives, or the government-mandated rate in effect for the applicable central processing date in each instance. Conversion may occur after the date of the transaction, and the conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. All transactions processed outside of the United States (which may include internet transactions) will be charged a foreign transaction fee in the amount disclosed on your Credit Card Account Opening Disclosure (as amended from time to time), even if you are located in the United States.

ANNUAL PERCENTAGE RATES AND INTEREST CHARGES

Annual Percentage Rate ("APR"). We use APR to calculate interest charges on your Account. The APR is a variable rate and may increase or decrease based on the U.S. Prime Rate as published in the Money Rates section of *The Wall Street Journal*. In the event that the Index ceases to be published, changes to the APR will be related to a comparable Index. The APR for purchases, balance transfers, and cash advances, applicable to your Account is determined by adding a Margin, as set forth in the Credit Card Account Opening Disclosure, to the Index in effect as of the first day of each billing cycle.

Any increase or decrease to the APR may result in changes to the number of payments required to repay the unpaid balance.

Interest Charges. You agree to pay interest at the rate(s) disclosed to you at the time you open your Account and as may be changed from time to time periodically in accordance with applicable law. We calculate interest on your Account by applying the periodic rate to the Average Daily Balance. To determine the Average Daily Balance, we take the beginning balance each day, add any new purchases, cash advances, balance transfers or other advances, fees and unpaid interest charges, and subtract any payments, or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide that by the number of days in the billing cycle. This gives us the Average Daily Balance. At the end of each billing cycle, we determine your interest charge by multiplying your Average Daily Balance by the monthly periodic rate (your applicable APR divided by 12). In general, interest charges begin to accrue from the date of transaction or the date the transaction posts to your Account. Interest charges accrue on every unpaid amount until it is paid in full. Interest will be assessed on fees and penalties. Unless otherwise stated, we will charge interest starting on the transaction date for all cash advances and balance transfers. Transaction fees are also included in the calculation of interest charges. If any interest charge is due and not paid, it will be added to the principal and thereafter bear interest as the principal.

Grace Period on Purchases Only: You can avoid interest charges on purchases by paying the entire statement balance for purchases each month by the date on which the payment is due. Otherwise, the balance for purchases on your Account, and subsequent advances from the date they are posted to the Account, will be subject to an interest charge. You cannot avoid interest charges on cash advances, balance transfers and transaction fees; even if you pay the entire cash advance balance or balance transfer balance by the payment due date, you will incur the interest charges accrued from the date the cash advance or balance transfer is posted to your Account.

CANCELLED, LOST, STOLEN OR SUSPENDED CARDS

Termination; Suspension. We may terminate, cancel, or revoke your Account, suspend your ability to make changes or cancel any feature of your Account or Card at any time, subject to applicable law and notice requirements, even if you are not in default. You may terminate your Account by written notice. Termination by either party shall not affect your obligation to repay any balance on your Account resulting from use of the Card as well as interest charges and fees incurred.

Change-in-Terms. We may change the terms of this Agreement, including the method of calculating the periodic rate, at any time, by written notice, subject to applicable law. Use or activation of the Card constitutes agreement and acceptance of any change in terms, unless applicable law requires otherwise. Our failure to exercise any of our rights or to take any action shall not constitute a waiver of those rights, or an amendment or change in any of the terms of this Agreement.

Effect of Cancellation. Cancellation or revocation of your Card will not affect your obligation to pay any and all amounts due under this Agreement. If your Account is closed or suspended for any reason, you must stop using your Card. You must destroy all cancelled or expired Cards or return them to us upon request. You must also cancel all billing arrangements to the Account including, but not limited to, any automatic payments that you set up using your Card. You will be liable for any automated or recurring charges to your Account even if they are charged after your Account is closed. You can limit your liability by destroying or returning the Card(s) to us and cancelling any automated or recurring charges to your Account.

Unauthorized Use. You agree to take reasonable steps to prevent the unauthorized use of your Card and Account. "Unauthorized use" means the use of the Card by someone other than you who does not have actual, implied or apparent authority for such use, and from which you receive no benefit. For your protection, we highly recommend that you continually monitor your monthly billing statements to identify any unauthorized transactions. You will not be responsible for charges made to your Account that are found by us to be unauthorized if you notify us of such charges within 60 days after the transmittal of the periodic billing statement where such charges appear. If your Card and/or Account is used fraudulently, you agree to assist us in our investigation. Your help includes giving us documents that we ask for and that are acceptable to us.

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If Your Card is Lost or Stolen or if an Unauthorized Use Occurs. You agree to notify us immediately if your Card is ever lost or stolen or if an unauthorized use or fraud may have occurred.

To report a lost or stolen card or suspected unauthorized use, please call us at 1-800-853-5626. If you are on vacation or out of the country, Visa offers an emergency credit card replacement service. To contact Visa regarding emergency credit card replacement, please call 1-800-VISA-911 (1-800-847-2911), 24 hours a day, 7 days a week. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your Card and comply with such procedures as we may require in connection with our investigation.

DEFAULT; ACTION UPON DEFAULT; COSTS OF COLLECTION

Default. ***The following provision applies to loans subject to the Idaho Credit Code, the Kansas Consumer Credit Code, the Maine Consumer Credit Code, and the South Carolina Consumer Protection Code:*** You will be in default if (1) you do not make a payment of the required amount when due; or (2) we believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.

The following applies to loans subject to the Iowa Consumer Credit Code: You will be in default if (1) you fail to make a payment within 10 days of the time required by this Agreement or (2) you fail to observe any other covenant of this Agreement, the breach of which materially impairs the condition, value or protection of or our right in the Collateral, or materially impairs your prospect to pay amounts due under this Agreement.

The following provision applies to loans subject to the Wisconsin Consumer Act: You shall be in default under this Agreement if any of the following occur: (a) failure to pay when due on 2 occasions within any 12-month period; OR (b) you breach any term or condition of this Agreement, which breach materially impairs your ability to pay amounts when due or materially impairs the condition, value, or protection of our rights to or in any collateral securing this transaction. Additionally, if we receive written notice of termination of this account from your spouse pursuant to Wis. Stat. Section 766.565(5), we may close this account and/or declare you in default of this account and call the entire extension of credit under this account due and payable notwithstanding Wis. Stat. Sections 425.103 and 425.105.

The following provision applies to all other loans: You shall be considered in default, as permitted by applicable law, if any of the following occur: (1) If you break any promise made under this Agreement; or (2) if you do not use the money we loaned you for the purpose stated in your application; or (3) if we should, in good faith, believe that prospect of payment, performance or realization of the collateral, if any, is impaired; or (4) if you die; or (5) if you file a petition in bankruptcy, insolvency, or receivership or are put involuntarily into such proceedings; or (6) if the collateral, if any, given as security for this loan is lost, damaged or destroyed, or if it is levied against, attached, garnished, or seized for any reason under any authority; or (7) if you do not pay on time any of your current or future debts to us; or (8) if anyone is in default of any security agreement given in connection with any loan under this Agreement; or (9) If you make any false or misleading statements in any credit application or update of credit information; or (10) you are in default of any other loan or security agreement you have with the Credit Union; or (11) you use the Agreement for any illegal purpose or transaction as determined by applicable law. If you default, we may, at our option, declare this loan immediately due and payable, and you must immediately pay to us at that time the total unpaid balance, as well as the Finance Charge to date, any late charges and costs of collection permitted under law, including reasonable attorney's fees.

Action Upon Default.

The following provision applies to loans subject to the Wisconsin Consumer Act:

Right to Cure Default: If you are in default under this Agreement, we must give a notice of default to you pursuant to Wisconsin Statutes sec. 425.104 425.105. You shall have fifteen (15) calendar days from the date the notice is mailed to you to cure the default. In the event of an uncured default, we shall have all the rights and remedies for default provided under the Wisconsin Consumer Act, Uniform Commercial Code, or other applicable law, including, but not limited to, the right to repossess the collateral. We may waive any default without waiving any other subsequent or prior default by you.

No Right to Cure: Pursuant to Wis. Stat. Sec. 425.105(3), you shall not have the right to cure a default if the following occur twice during the preceding twelve (12) months: (a) you were in default on this Agreement; (b) we gave you notice of the right to cure such previous default in accordance with Wis.Stat.Sec. 425.104; and (c) you cured the previous default.

Nothing in this Agreement shall be construed to restrict our ability to exercise our rights under the Wisconsin Consumer Act, Uniform Commercial Code, or other applicable law, including, but not limited to, the right to repossess the collateral.

The following provision applies to all other loans: Once you have defaulted, and after the expiration of any right you may have under applicable state law to cure your default, we may, at our option, declare all amounts under the Agreement immediately due and payable, and you must immediately pay to us at that time the total unpaid balance, as well as the Finance Charge to date, any late charges and costs of collection permitted under law, including reasonable attorney's fees. The principal balance in default shall bear interest at the contract rate.

Costs of Collection. You shall pay all costs incurred by us in collecting any amount you owe or in enforcing or protecting our rights as permitted by applicable law. Except as noted below, costs of collection include, but are not limited to, collection agency fees, repossession fees, appraisals, environmental site assessments, casualty insurance, and any other reasonable collection costs allowed by law.

For Alabama cardholders: attorney's fees after default shall not exceed 15% of the unpaid debt, or such higher amount as a court may allow.

For Georgia cardholders: attorney's fees shall not exceed 15% of principal and accrued interest, or such higher amount as a court may allow.

For loans subject to the Colorado Consumer Credit Code: You shall pay reasonable attorney's fees not in excess of 15% of the unpaid debt.

For loans subject to District of Columbia statutes Title 28, Chapter 38: You shall pay reasonable attorney's fees not in excess of 15% of the unpaid balance of the obligation.

For loans subject to the Iowa Consumer Credit Code: Unless otherwise permitted by applicable law, costs of collection include only reasonable expenses incurred to realize on a security interest after default, and those charges specifically authorized by the Iowa Consumer Credit Code. This contract does not provide for attorney's fees; we may collect attorney's fees only if a court orders such or the law otherwise allows.

For loans subject to the Kansas Consumer Credit Code: Total costs of collection after default, if permitted by law, shall not exceed 15% of the unpaid debt, or such higher amount as a court may allow.

For loans subject to the Colorado Consumer Credit Code, Idaho Credit Code, Indiana Consumer Credit Code, Oklahoma Consumer Credit Code, the South Carolina Consumer Protection Code, and the Wyoming Consumer Credit Code (each referred to as "the Code"): For any credit transaction that may be so restricted under the state's respective Code, this Agreement does not provide for any charges as a result of your default other than those authorized by the Code, and reasonable expenses incurred in realizing on a security interest.

For loans subject to the Maine Consumer Credit Code: Attorney's fees after default, if permitted by law, shall not exceed 15% of the unpaid debt, or such higher amount as a court may allow. Costs of collection does not include collection agency fees. If the credit transaction subject to this Agreement is a credit sale as defined under the Maine Consumer Credit Code, this Agreement does not provide for attorney's fees or any other collection cost. You may be subject to such costs if a court so allows.

For loans subject to the Oklahoma Consumer Credit Code: with respect to a consumer loan as defined by the Oklahoma Consumer Credit Code, you shall pay reasonable attorney's fees not in excess of 15% of the unpaid debt after default and referral to an attorney not a salaried employee of ours; with respect to a supervised loan subject to 14A Okl.St.Ann. § 3-514, you shall pay reasonable attorney's fees if a court so allow; with respect to a credit sale as defined by the Oklahoma Consumer Credit Code, you shall pay reasonable attorney's fees not in excess of 15% of the unpaid debt after default and referral to an attorney not a salaried employee of ours; provided, however, that no attorney's fee shall be allowed if the amount financed is One Thousand Dollars ($1,000.00) or less and the credit service charge exceeds ten percent (10%) per year calculated according to the actuarial method. Provided further, however, a court may award reasonable attorney's fees to a prevailing litigant in any transaction where such fees may be awarded in accordance with other Oklahoma statutes.

For loans subject to the South Carolina Consumer Protection Code: with respect to a consumer loan or consumer credit sale as defined by the South Carolina Consumer Protection Code, you shall pay reasonable attorney's fees not in excess of 15% of the unpaid debt.

For loans subject to the Wisconsin Consumer Act: If we obtain a court judgment against you for default under this Agreement, we may request an award of statutory costs and statutory attorney fees pursuant to sec. 814.04, Wis. Stats. If our request is granted, you will be required to pay these costs and fees.

The following applies to all other loans: Costs of collection also include reasonable attorney's fees for any action taken by an attorney, which may include a salaried employee if state law allows, in order to collect this loan or preserve or protect our rights and remedies, including, without limitation, pre-suit demands for payment, pre-suit mediation or settlement negotiations, investigation and assessment of our rights, participation in bankruptcy cases, matters, and proceedings (including, without limitation, filing proofs of claim, pursuing reaffirmation agreements, attending meetings of creditors, and pursuing complaints, motions, and objections that relate in any way to the Credit Union's collateral or right to payment), collateral disposition, non-bankruptcy suits and/or administrative actions, and appeals.

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MISCELLANEOUS

Communications. We may send Card(s), billing statements and other communications to you at any mailing address or email address in our records. If more than one person is responsible for the Account, we can provide billing statements and communications to only one of you.

When you give us a telephone number (including a cellular or mobile device number) or place a telephone call to us, you are providing your express consent permitting us (and any party acting on our behalf) to contact you at that number about the Account and all of your other Golden 1 accounts. Your consent allows us to make live telephone calls, send text messages, leave prerecorded or artificial voice messages, and use automatic telephone dialing technology for informational and Account service purposes. For example, we may place such calls or texts to provide certain notices, investigate or prevent fraud, or contact you about the amounts you owe to us. This express consent applies to each telephone number that you provide to us now or in the future. Message and data rates may apply. You may change your communication preferences at any time by any reasonable means, including calling us at **1–877–723-3010**, sending an email to **membercare@golden1.com**, or writing to us at **Golden 1 Credit Union, Attn: Member Care, P.O. Box 15966, Sacramento, CA 95852-0966**.

Additional Benefits/Card Enhancements. We may from time to time offer additional services to your Account at no additional cost to you. You understand that we are not obligated to offer such services and may withdraw or change them at any time.

Special Terms and Offers. From time to time, we may offer promotional or introductory rates that may differ from the terms disclosed in this Agreement. We will provide specific terms and conditions at the time of the offer.

Convenience Checks. We may, at our discretion, issue checks to you which may be used for any purpose other than making a payment for credit to your Account or any other loan you have with us, so long as that purpose is consistent with the terms of this Agreement. By signing such check, you authorize us to pay the item for the amount indicated and post such amount as a cash advance to your Account. We do not have to pay any item which would cause the outstanding balance in your Account to exceed your credit limit.

Credit Information. We may from time to time request personal information from you or obtain credit reports from the credit reporting agencies for the purpose of updating your credit status. We may reduce your credit limit or refuse to extend new credit as a result of periodic review of your creditworthiness. Your failure to provide such information when requested by us may result in suspension of credit privileges under this Agreement, including your ability to obtain any future advances by any means. You authorize us to investigate your credit standing when opening or reviewing your Account. You authorize us to disclose information regarding your Account to consumer reporting agencies and others. The information we provide may appear on your consumer reports. If you think we provided incorrect information, contact us and we will investigate in accordance with the billing rights provision contained herein.

Enforcement. We do not lose our rights under this or any related agreement if we delay enforcing them. 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.

Returns and Adjustments. Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by submitting a credit slip which will be posted to your Account. We do not control when a merchant sends us your refund. We also need a reasonable amount of time after we receive a merchant refund to process it. If your credits and payments exceed what you owe us, 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 or verbal request. If a credit balance amount of $1 or more remains in the account for more than six months, we will make a good faith effort to refund the amount to you.

Merchant Disputes. We are not responsible for the refusal of any merchant or financial institution to honor your Card. Also, we are not responsible for disputes regarding goods or services that you purchase with the Card unless: (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than $50 and was made from a merchant in your state or within 100 miles of your home; and only if you have made a good faith attempt, but have been unable to obtain satisfaction from the merchant. You must resolve all other disputes directly with the merchant. We do not warrant any merchandise or services purchased by you with the Card.

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

Governing Law. This Agreement shall be construed under federal law and state law in the state of California. All disputes shall be venued in Sacramento County, California. Operating regulations of Visa may also apply. This Agreement is the contract that applies to all transactions even though the sales, cash advance, convenience check, credit or other slips you sign or receive may contain different terms.

STATE NOTICES:

Maryland Cardholders:

ELECTION OF CREDIT GRANTOR OPEN END CREDIT PROVISIONS: Credit Union elects to make this loan pursuant to Subtitle 9 (Credit Grantor Open End Credit provisions) of Title 12 of the Maryland Commercial Law Article.

Missouri Cardholders:

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 (cardholder) 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.

Utah Cardholders:

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.

Wisconsin Cardholders:

(1) If you are married and are extended individual credit, Wis. Stat. 766.56(3)(b) requires us to notify your spouse of the extension of credit. If we receive written notice of termination from your spouse pursuant to Wis. Stat. Section 766.565(5), we may declare you in default of the account and call the entire extension of credit due and payable notwithstanding Wis. Stat. Sections 425.103 and 425.105. If the account is called due and payable, you may have certain rights to cure the default. **(2)** Additionally, no provision of a marital property agreement, a unilateral agreement under Wis. Stat. 766.59, or a court decree under Wis. Stat. 766.70 adversely affects our interests unless prior to the time the credit is extended, we are furnished with a copy of the agreement or statement, or have actual knowledge of the adverse provision when the obligation is incurred.

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IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS:

The following applies if at the time this loan is made you are an active member of the military or a dependent (as those terms are defined in the Military Lending Act (MLA), 10 U.S.C. 987 and its implementing regulations ("MLA")), and (a) your loan is unsecured or secured by personal property or a vehicle that you did not purchase with the proceeds of the loan; or (b) it is otherwise determined by law that the MLA applies to your loan. If this loan is a revolving line of credit or credit card, the MLA ceases to apply at any time during which you are not a member of the military or a dependent (as defined in the MLA).

1. **NOTICE:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums or debt protection fees; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this notice verbally, please call 844-536-7431 24 hours a day, 7 days a week.
2. Any reference in this consumer credit contract to the following are hereby inapplicable to your loan: (a) Mandatory arbitration; (b) Any requirement(s) to waive your rights to legal recourse under any applicable state or federal law; (c) Any demands or requirements construed as unreasonable notice from you in order to exercise your legal rights; or (d) Prepayment penalties.
3. Any provisions in your consumer credit contract, loan, security, or account agreements that are determined to be inconsistent with or contradictory to these disclosures or the MLA (as they may be changed or amended from time to time) are inapplicable with regard to this loan. However, all other terms and conditions of the consumer credit contract shall remain in full force and effect.

YOUR BILLING RIGHTS - KEEP THIS NOTICE 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:

Golden 1 Credit Union
Attention: Card Investigations
P.O. Box 15966
Sacramento, CA 95852-0966

In your letter, give us the following information:

1. Your name and Account number.
2. The dollar amount of the suspected error.
3. 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 3 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 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 at:

Golden 1 Credit Union
Attention: Card Investigations
P.O. Box 15966
Sacramento, CA 95852-0966

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.

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