



# PLATINUM SECURED CREDIT CARD AGREEMENT

Thank you for opening a Platinum Secured credit card account (“Account”) with us.

## 1

### Agreement

**Agreement.** This Credit Card Agreement and the Credit Card Account Opening Disclosures (together, “Agreement”) describe the terms and conditions of the Account offered by The Golden 1 Credit Union (“Golden 1”, “we”, “us”, and “our”). In this Agreement, “you” or “your” means each applicant for the Account. This Agreement is your contract with us.

**Accepting this Agreement.** You accept the terms and conditions of this Agreement by using or activating any credit card we issue to access your Account (“Card”). If you have a joint Account, each of you is bound by this Agreement. Please read this Agreement carefully before using your Card and keep a copy for your records. If you do not agree to these terms and conditions, DO NOT USE

the Card and notify us immediately that you wish to cancel your Account. For your safety, if you have received a Card to access the Account, destroy it when you notify us of your Account cancellation. You agree to follow the terms of this Agreement as long as your Account remains open or has a balance.

**Changes to this Agreement.** We may change the terms of this Agreement from time to time subject to applicable law. When required, we will give you advance written notice of the changes and a right to reject them. We may require you to close your Account or take other actions if you reject the changes. We may change or discontinue any benefit, reward, service or feature of your Account at any time for any reason.

## 2

### Collateral, Pledge and Security Interest

**Collateral.** Your Account is a secured credit card account. As a condition to receiving your Card, you agree to open with Golden 1 a Secured Share collateral account in your name (“Collateral Account”). Your approved credit limit will be equal to your initial deposit amount in the Collateral Account.

**Pledge and Grant of Security Interest.** To ensure repayment of your obligations on the Account, including fees and interest, you assign, transfer, pledge, and grant a security interest to Golden 1 in all current and after-acquired funds, including interest, in the Collateral Account. The Collateral Account secures repayment of your Account, and we may use the funds in the Collateral Account to repay any and all amounts you owe, including, without limitation, interest, fees and charges that may accrue on your Account. You acknowledge that we have exclusive control over the Collateral Account. You understand that the pledged funds will not be available for withdrawal while the Collateral Account secures your Account. If you fail to maintain the required amount in the Collateral Account, we may, at our option, cancel your Card and declare the entire balance due and payable.

**Interest.** The Collateral Account is an interest bearing account, and we will pay interest on the funds held in the Collateral Account. Interest will be added to the Collateral Account and will secure repayment of your obligations on the Account.

**Default.** Upon any default under this Agreement or if your Account is closed for any reason, you agree that, in addition to any other rights we may have, we have the right to redeem, collect and withdraw any part or the full amount on deposit in the Collateral Account without notice to you or demand for payment, and apply these funds toward any outstanding obligations on your Account. Any excess funds remaining in the Collateral Account will be transferred to your primary savings account with us. If the funds in your Collateral Account are insufficient to cover all your obligations on the Account, you will be responsible for the repayment of any remaining balance.

**SECURITY INTEREST IN DEPOSITS.** By using your Card, you acknowledge and agree that you have voluntarily granted us a security interest in all shares, payment on shares, dividends on shares, and deposits (excluding Individual Retirement Account shares), which you now have or hereafter may have at Golden 1. If your Account becomes delinquent, this security interest may be used without further notice to pay all or part of such delinquency.

## 3

### Your Responsibilities

**Promise to Pay.** You promise to pay for all amounts due on your Account, including purchases, balance transfers, and cash advances made by you or any person authorized by you to use the Card, and any fees and interest charges on your Account. We may limit or close your Account, but the terms of this Agreement will apply until you repay us in full.

**Changes to Account Information.** You provided certain personal information to us when you opened your Account. You agree to promptly notify us of any changes to your personal information, including your name, address, email address, and telephone number. You may notify us through Online Banking, write to us, call us at **1-877-465-3361**, or complete the change of address

notification section provided on the remittance coupon included with your monthly billing statement.

**Joint Credit.** If you have applied for a joint Account, you will be jointly and severally liable for any credit extended pursuant to this Agreement. 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.

**Authorized Users.** If you request, we may issue Cards that access

your Account to authorized users. 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.

## 4

### Using Your Account

**Your Card.** Please sign the Card immediately after you receive it. The Card is valid during the dates provided on the front. 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 Visa U.S.A. Inc. regulations.

**Uses of Your Account/Card.** You may use your Account for purchases, balance transfers, and cash advances. You will be able to use your Card to buy goods and services at any merchants accepting Visa credit cards. You may use your Card to obtain a cash advance at any Golden 1 branch or at a branch of any financial institution that accepts Visa credit cards. You may also use your Card together with your Personal Identification Number ("PIN") to obtain cash advances from any Automated Teller Machine ("ATM") displaying the Visa logo. For your protection, keep your PIN safe and confidential at all times. Do not give your PIN to anyone, write it on your Card or keep it with your Card. If you lose your Card or believe that someone has gained unauthorized access to your PIN, you must contact us immediately.

**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 balances 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.

**Authorizations.** We do not guarantee authorization of a transaction, either by us or by a third party, even if you have sufficient credit available. We are not responsible if anyone refuses to accept your Card for any reason. We reserve the right to decline any transaction for any reason, including default, suspected fraudulent or unlawful activity, Internet gambling, or any indication of increased risk related to a transaction or the Account. We are not responsible for any losses associated with a declined transaction. We also may limit the number of transactions that may be approved in one day. 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.

**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. 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, this Agreement still applies and you must pay us for those transactions according to the terms of this Agreement. You may also have to reimburse the payment card network and us for any damages and 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.

**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.

# 5

## Payments and Fees

**Billing Statements.** You will receive a billing statement in the mail 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](http://www.golden1.com). 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 by 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 late 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](http://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.

**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.

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## Fees and Foreign Currency Conversion

**Foreign Exchange/Currency Conversion.** Transactions that you incur in foreign currencies will be posted to your Account in U.S. Dollars. Foreign transactions are normally converted to U.S. Dollars by the payment card network processing the transaction, which may impose a fee for this service. 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. You agree that the transaction amount as converted by the payment card network may be charged to your Account, as well as any conversion charges which are imposed. You agree to accept the converted amount in U.S. Dollars.

**Fees.** You agree to pay the following fees:

FEE	AMOUNT	ABOUT THE FEE
Late Payment Fee	up to \$15.00	We may assess a late payment fee if we do not receive your minimum payment by the payment due date.
Returned Payment Fee	up to \$5.00	We may assess a returned payment fee for any payment returned as unpaid for any reason.
Cash Advance Fee	Either \$5.00 or 2.5% of the amount of each cash advance, whichever is greater	We may charge you a fee for each cash advance.
Foreign Transaction Fee	up to 1% of each transaction in U.S. Dollars	We may charge you a fee for a purchase made in a currency other than U.S. Dollars.
Expedited Card Fee	\$18.00	We may charge you a fee for expedited delivery of your Card.
Copy of billing statement or transaction receipt (sales slip)	\$10.00	We may charge you a fee for copies of billing statements or transaction documents unless they are required in resolving a billing dispute.

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## 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, or a penalty, 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.

**Calculation of Interest Charges.** We calculate interest on your Account by applying the periodic rate to the “average daily balance” of your account. Under this method, we first take the beginning balance of your Account each day, add any new purchases, balance transfers, 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 the total 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).

**Interest Charges.** In general, interest charges begin to accrue from the date of the 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.** We will not charge you interest on any new purchases if the entire statement balance is paid in full by the due date, or payments and credits equal or exceed the statement balance. Unless otherwise stated, there is no grace period for cash advances, balance transfers, and transaction fees. This means you will pay interest from the date these transactions post to your Account until the date when they are repaid in full.

# 8

## Cancelled, Lost or Stolen Cards

**Cancellation.** You may ask us to close your Account at any time by notifying us in writing. If you close your Account, you will no longer be able to obtain cash advances or make purchases with the Card.

We may cancel, or revoke your Account, suspend your ability to make charges or cancel any feature of your Account or your Card at any time and for any reason permitted by law, even if you are not in default.

**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. 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.

**Lost or Stolen Card.** If your Card is lost or stolen, if you believe that an unauthorized person has accessed or may access your Account, or if you notice fraudulent activity on your Account, notify us immediately. To report a lost or stolen Card, please call us at **1-877-GOLDEN 1 (1-877-465-3361)**. 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.

**Unauthorized Use.** You agree to take reasonable steps to prevent the unauthorized use of your Card and Account. 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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### Default

**Account Default.** You will be in default under this Agreement if any of the following events of default occur: (1) you do not make any payment when it is due; (2) you exceed your available credit limit; (3) you become subject to bankruptcy, incompetency, or insolvency proceedings, or you die; (4) we determine that you made false, incomplete or misleading statements, or provided fraudulent signatures on any application or statement provided to us; (5) your payment is returned for any reason; (6) there has been a material adverse change in your creditworthiness; (7) you violate any term of this Agreement, or any other agreement or disclosure related to this Agreement; or (8) your Golden 1 membership is terminated or your membership privileges are suspended by Golden 1.

Upon the occurrence of any event of default, we may (a) terminate or suspend your credit privileges, (b) change the terms of this Agreement, and/or (c) demand that you immediately pay the entire unpaid balance.

**Penalty APR.** If you make a late payment, exceed your credit limit or make a payment that is returned, we may increase the APR on new transactions on your Account to the Penalty APR, as set forth in the Credit Card Account Opening Disclosure with advance notice as required by applicable law. If you don't make the minimum monthly payment within sixty (60) days of its due date, the Penalty APR may be applied to the existing balance of your Account and any future transactions. The Penalty APR will apply until you make six (6) consecutive minimum monthly payments on time starting with your first payment due after the effective date of the Penalty APR. If you do not, then we may keep Penalty APR on your Account indefinitely.

**Entire Balance Due.** If you miss a payment or fail to comply with any term of this Agreement, we can require payment of the entire outstanding balance of your Account immediately. No notice is required. We can also do this if you make any false or misleading statement on your application, or if you die.

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### Miscellaneous

**Merchant Refunds.** A merchant refund to your Account will post to your Account as a credit. 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.

**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.**

**Credit Information.** You authorize us to obtain and review your credit history to determine your continued eligibility for credit. We may reduce your credit limit or refuse to extend new credit as a result of periodic review of your creditworthiness. Factors considered by us in determining your creditworthiness may include, among other things, frequency of late payments, liens, number of new accounts or extent of credit usage.

**Credit Reporting.** We may provide information about you and your Account to credit reporting agencies. The information we provide may appear on your credit reports. If you think we provided incorrect information, write to us and we will investigate.

**Enforcement.** We will not lose any of our rights under this Agreement if we delay enforcing them or fail to enforce them. If any term of this Agreement is found to be unenforceable, all other provisions of this Agreement will remain in effect.

**Governing Law.** This Agreement and your Account will be governed by federal law and the law of the State of California.

**Collection Costs and Attorneys' Fees.** To the extent permitted by law, if you are in default of your payments or fail to comply with any term of this Agreement, you agree to pay our collection costs, including collection agency costs, reasonable attorneys' fees and costs, and all other expenses of enforcing our rights under this Agreement. This provision also applies to bankruptcy appeals and post-judgment proceedings.



## Your Billing Rights

### 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:

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

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 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.