

If this is a joint Account, Section 22 of this Agreement also applies to termination of the Account.

17. Credit Information. You Authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

18. Returns and Adjustments. Merchants and others who honor your Card may give credit for returns and adjustments, and will do so by sending the Credit Union a credit slip which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance is \$1.00 or more, it will be refunded upon your written request or automatically after 6 months.

19. Additional Benefits/Card Enhancements. The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

20. Foreign Transactions. Purchases and cash advances made in foreign countries and foreign currencies will be billed to your Account in U.S. Dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by Visa International. Currently the currency conversion rate used by Visa International to determine the transaction amount in U.S. is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date. The currency conversion rate used on the processing date may differ from rate that would have been used on the purchase date or cardholder statement posting date. There may be an International Service Assessment Fee (ISA) assessed on these types of transactions equal to 1% of the transaction amount.

21. Merchant Disputes. We do not warrant or guarantee any merchandise or services purchased by you with the Card. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; (b) your purchase cost more than \$50 and was made in your state or within one hundred (100) miles of your home.

22. Joint Accounts. If this is a joint Account, each person on the joint Account must sign the Agreement. Each of you by signing 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 purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.

23. Additional Holders/Authorized Users. You may authorize others to use your Account. You may add up to 4 additional cardholders to your Account at no extra charge. Each additional cardholder will receive a credit card with his or her individual name embossed. You promise to pay for all credit purchases and cash

advances made by anyone you authorize to use your Account, with or without a card, and whether or not you notify us that he or she will be using it. If another person has use of your account and you want to end that person's privileges, you must recover and return that person's credit card, if any. If you are unable to recover and return the Card you will continue to be liable for any charges made unless you tell us to cancel all cards and establish a new Account for you.

24. 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. Each provision of this Agreement must be considered as part of the total Agreement and cannot, in any way be severed from it. You agree that should any part of this Agreement be found invalid, it will in no way affect the remainder of the Agreement.

25. No Waiver. The Credit Union can delay enforcing any of its rights any number of times without losing them.

26. Statement and Notices. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notices sent to any one of you will be considered notice to all.

27. Final Expression. This Agreement is the final expression of the terms and conditions of this Visa line of credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

28. Regulation Z Initial Disclosure. By signing the application for the Card or by using your Card, you acknowledge receipt of the Initial Disclosures required by Regulation Z of the Truth In Lending Act and that the terms contained in the Initial Disclosures apply to you and your use of the Card and are incorporated in full into this agreement. The information about the terms and costs of the Card are prescribed in the Member Agreements accurate as of the Effective Date. This information may have changed after the date you applied for a Visa line of credit. To find out what may have changed, contact us, or write to us.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

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

Notify Us in Case Of Errors or Questions About Your Bill
If you think your bill wrong, or you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will NOT preserve your rights. You agree to follow up your phone call with a written letter.

Write to us at Denver Community Federal Credit Union, 1075 Acoma St, Denver, CO 80204-4092. The telephone number to call is 303-573-1170 or toll free at 1-877-293-6328. After credit union hours, call 1-800-453-4270.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill

automatically from your share savings or share draft account, you can stop the payment amount on any amount you think is wrong. To stop payment your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

Your Rights and Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply an unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rules for Credit Card Purchases

If you have a problem with the quality or property or services that you purchased with a 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 property or services. There are two (2) limitations on this right:

- a. You must have made the purchases within your home state or, if not within your home state, within one hundred (100) miles of your current mailing address; and
- b. The purchase price must have been more than \$50

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

VISA® Credit Card Holder Agreement & Truth in Lending Disclosure Effective February 16, 2009

In this Agreement, the words "you" and "your" mean each and all of those who apply for the card(s) or who signs or uses the card(s). Everyone who receives, signs, or is issued a card is bound under this Credit Card Agreement and Truth in Lending Disclosure. "Card" means the VISA credit card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means your VISA credit card line of credit account with the Credit Union, and "Credit Union" means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement. "We," "us," and "our(s)" mean Denver Community Federal Credit Union (Denver Community).

Denver Community Federal Credit Union (Denver Community)
1075 Acoma Street
Denver, CO 80204
303-573-1170
1-877-293-6328

Universal Provisions. The following provisions apply:

Business Days for Member Services:
Monday 9:00 a.m. - 6:00 p.m.
Tuesday - Friday 9:00a.m. - 5:00p.m.
Saturday 9:00 a.m. - 1:00 p.m.

1. Using Your Account. If you are approved for an Account, the Credit Union will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") that you will have outstanding on your Account at any time. Each payment you make to your Account will restore your credit limit by the amount of the payment, unless you are over your credit limit. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.

2. Using Your Card. You may use your Card to make purchases from merchants and others who accept VISA Cards. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept VISA Cards, and from some automated teller machines (ATMs). (Not all ATMs accept VISA Cards.) To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your Card.

3. Illegal Transactions. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state or local law. You also agree that illegal use of the Card will be deemed an action of default and/or breach of contract and the Cardholder's Account and other related services may be terminated at the Credit Union's discretion. Cardholder further agrees, should illegal use occur, to waive any right to sue the Credit Union for such illegal use of any activity directly or indirectly related to it and additionally agree to indemnify and hold the Credit Union harmless from any suits or other legal action or liability, resulting from such illegal use. The Credit Union reserves the right to decline to authorize any transaction that may possess an undue risk or illegal activity.

4. Promise to Pay. You promise to pay us in U.S. dollars for (i) all purchases, cash advances and balance transfers made by you or anyone whom you authorize to use your Card or Account, (ii) Finance Charges or fees, (iii) collection cost and attorney's fees as permitted by applicable law, and any cost incurred in the recovery of your card, (iv) credit in excess of your credit limit that we may extend to you, and (v) other charges added to your Account under the terms of this Agreement or another agreement you made with the Credit Union. If this is a joint Account, Section 19 below also applies to your Account.

5. The Periodic Finance Charge on Credit Purchases is Calculated by the Following Method: A Finance Charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date, a Finance Charge will be imposed on unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date.

The Finance Charge for a billing cycle is computed by applying the Daily Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payments as received or credits as posted to your account, but excluding any unpaid Finance Charges.

6. The Periodic Finance Charge On Cash Advances is Calculated by the Following Method: A Finance Charge will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash is posted to your account, whichever is later, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if paid in full within 25 days from the closing date. If the New Balance shown on your monthly statement for the prior billing cycle is paid in full within 25 days from the closing date of that statement, no Finance Charges will be imposed during the current billing cycle for Cash Advances posted to your account during previous billing cycles.

The Finance Charge for a billing cycle is computed by applying the Daily Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances by the number of days in the billing cycle. Each daily balance at the beginning of the billing cycle is determined by adding to the outstanding unpaid balance at beginning of the billing cycle any new Cash Advances posted to your account, and subtracting any payments as received or credits as posted to your account, but excluding any unpaid Finance Charges.

7. Balance Transfers: You authorize us to transfer balances to this credit card account as designated by you. You may transfer any amount up to your approved credit limit. Any amount currently subject to a billing dispute should not be transferred since the transfer may jeopardize your dispute rights. We shall not have any

liability for not transferring any balances that exceed your credit limit. The payment and transfers are contingent upon approval by us, and receipt of complete and legible credit card statements.

Denver Community sends either full or partial payment to your creditors in the order you list them. Allow at least 2 weeks from account opening for processing. Transfer requests to cash or yourself cannot be processed. Balance Transfers are processed as cash advances. Balance Transfers incur finance charges from the transaction date. If your available credit cannot accommodate any transaction, fee and/or finance charge, the account will be subject to over-the-credit-limit costs. No further notification will be provided for amounts not transferred. You should continue to monitor your accounts. Balance transfers may not be used to pay off or pay down any Denver Community loan account.

You should CONTINUE TO PAY THE MINIMUM MONTHLY PAYMENT due on your account balances until the transferred balances are credited to the accounts, which may be after the balance appears on your new Denver Community credit card statement. Please allow up to eight weeks for balances to be transferred. You are liable for any interest accruing from the date you request your balance transferred and the actual transfer date.

8. Annual Percentage Rate: The Fixed Annual Percentage Rate (APR) range for Purchases and Cash Advances for the Visa Gold is 10.90% with a Daily Periodic Rate of .029863%. The Fixed Annual Percentage Rate (APR) range for Purchases and Cash Advances for the Visa Platinum and Visa Classic cards is between 8.25% and 12.25%. The actual Annual Percentage Rate (APR) will be based on your credit score to determine your rate. A review of your Account and credit score will be conducted each year and your APR may be adjusted accordingly which could result in an increase or decrease to your minimum monthly payment and total interest paid.

Credit Score	APR	Daily Periodic Rate
720+	8.25%	.022603%
700-719	9.25%	.025342%
660-699	10.25%	.028082%
630-659	11.25%	.030822%
629 & below	12.25%	.033562%

To calculate the average daily balance for your Account, the daily balances for the billing cycle are added together and the total is divided by the number of days in the cycle. To get the average daily balance, new cash advances and new purchases are added to the day's beginning balance and payments and credits are subtracted, however, new purchases are not added if you pay the Total New Balance for your Account on your last statement by the end of the grace period or if you did not have any balance during the previous cycle. Fees are not included in the calculation of the average daily balance. Finance charges will continue to accrue on your Account until what you owe under this Agreement is paid in full.

9. Fees and Charges: Fees for which you may be responsible are:

- **Annual Fee:** You will be charged an annual fee of \$0.00. There is no annual fee.
- **Over the Credit Limit Fee:** You may be charged a fee of \$29.00 on your statement date if your balance

exceeds your credit limit at any time during the cycle. You will be charged the fee each subsequent month until your balance is below your credit limit.

- **Cash Advance Fee:** You will be charged a fee of \$0.00. There is no cash advance fee.
- **Late Payment Fee:** If your payment is received 5 days or more past the Payment Due Date, a late charge of \$39.00 will be added to your Account.
- **Return Check Fee:** If a check or share draft used to make a payment on your account is returned unpaid, you will be charged a fee of \$28.00 for each item returned.
- **Replacement Fee:** You will be charged \$15.00 for each lost/stolen replacement card and PIN. You will be charged \$15.00 for each replacement card that is damaged. You will be charged \$2.00 for each replacement pin. For stolen cards, no charge will be assessed if a police report is provided.
- **Document Copy Fee:** You will be charged \$10.00 for each copy of a sales draft or statement that you request, except when the request is made in connection with a billing error made by the credit union.
- **Collection Costs:** To the extent permitted by law, you will also be required to pay the Credit Union's collection expenses.

10. Payments. Each month you must pay at least the minimum payment shown on your periodic statement by the date specified on the periodic statement or no later than twenty-five (25) days from the periodic statement closing date, whichever is later. If your periodic statement says the payment is "Now Due", your payment is due no later than twenty-five (25) days from the periodic statement closing date. You may pay more frequently, pay more than the minimum 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 each month your account has a balance (other than a credit balance). The minimum payment is 2% of your Total New Balance, or \$25.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit.

11. Payment Allocation. Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses.

12. Security Interest. If you give the Credit Union a specific pledge of shares by signing a separate pledge of shares, your Account will be secured by your pledged shares. 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. In addition, your Account is secured by all other shares you have in any individual or joint account with the Credit Union, except for shares an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this agreement. You authorize the credit union to apply the balance in your individual or joint share accounts to pay any amounts due on your Account if you should default.

Additional Security *If you have other loans with us, now or in the future, collateral securing those loans,*

except that a dwelling will never be considered as security for this Account, may also secure your obligation under this Agreement, notwithstanding anything to the contrary in any other agreement.

13. Default. You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will also be in default if you die, file bankruptcy or become insolvent, that is, unable to pay your obligations when they become due on your Account. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what owe.

14. Acceleration. When you are in default, the Credit Union has the right to demand immediate payment of your full Account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges, at the periodic rate charged before you default, until what you owe has been paid, and any shares that were given as security for your Account may be applied towards what you owe.

15. Liability for Unauthorized Use/Lost or Stolen Cards.

You agree to notify us immediately if your card is ever lost or stolen or if an unauthorized charge may have occurred. The telephone number to call is 303-573-1170 or toll free at 1-877-293-6328. After Credit Union hours, call 1-800-453-4270, and you agree to follow up your call with notice in writing to us at: Denver Community Federal Credit Union, 1075 Acoma Street, Denver, CO 80204. 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 credit card and comply with such procedures as we may require in connection with our investigation, including assisting the prosecution of any unauthorized user. We may hold you liable for the unauthorized use of your credit card. You will not be held liable for unauthorized use that occurs after you notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use.

16. Changing or Terminating Your Account. The Credit Union may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. Use of your card after receiving notice of a change will indicate your agreement to the change. If permitted by law and specified in the notice to you, the change will apply to your existing Account balance as well as to future transactions.

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 charges and other fees you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized.

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. The Credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union.