

**18. Authorization.** Purchases and Cash Advances above certain amounts require our approval. Our prior approval may be required in other circumstances as well. These approvals are called "Authorizations." We may limit the number of authorizations we will give your Account in one day. In the event our Authorization system is not fully operational, we may not be able to give our approval for transactions even though they would not exceed your Credit Limit. You agree that neither our Authorization agent nor we shall be liable for not giving Authorization in such case.

**19. Effect of Agreement.** This Agreement is the contract, which applies to all transactions on your Account even though the sales, cash advance, credit, or other slips you sign may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing Account Balance as well as to future transactions.

**20. Governing Law.** Except to the extent it is governed by Federal laws, this Agreement and your Account with us are governed by the laws of the state of Missouri. If any part of this Agreement is unenforceable, this will not make any other part of this Agreement unenforceable.

**21. Copy Received.** You acknowledge receipt of a copy of this Agreement. Use of the Card constitutes acceptance of this Agreement.

**22. Cash Back Feature (for Platinum cards).** The credit union will offer a Cash Back benefit to all Platinum cardholders according to the following tiered schedule:

| Based on the first amount of purchases:            | Cash Back Percentage: |
|--|-----------------------|
| On the first.....\$0 to \$1,000 of purchases.....  | 0.25%                 |
| On the next.....\$1001 to \$2000 of purchases..... | 0.50%                 |
| On the next.....\$2001 to \$3000 of purchases..... | 0.75%                 |
| On the next .....purchases over \$3000.....        | 1.00%                 |

The Cash Back will accrue on a monthly basis and be paid to the account on September 15th of each year. The member must maintain an open account until the bonus date or risk losing the accrued bonus that has been earned. After the bonus is paid, the cash back percentage goes back to the above tiered schedule each and every year. Cardholders who are in a default status may forfeit their Cash Back privileges.

**LOST or STOLEN CARDS...**  
**Call 636-464-5037 during business hours**  
**or 1-800-991-4961 after business hours.**



**CENTURY**  
CREDIT UNION

**1540 Lemay Ferry Rd. • St. Louis, MO 63125**  
**3920 Jeffco Blvd. • Arnold, MO 63010**

## 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 is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet and mail to Century Credit Union, 3920 Jeffco Blvd., Arnold, MO 63010. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appears. You can telephone us, but doing so will not preserve your rights.

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

### Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the 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 any 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 our bill, you will not have to pay any finance charges related to any questioned amount. If we did not 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 payment 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 days telling us that you still refuse to pay, we must tell anyone we report to that you have a question about your bill, and we must tell you the name of anyone we report you to. We must also tell anyone we report to when the matter has been resolved. If we do not follow these rules, we can not collect the first \$50 of the questioned amount, even if your bill was correct.

### Special Rule for Credit Card Purchases

If you have a problem with the quality of 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 if (a) You made the purchase in your home state or within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

CENTURY CREDIT UNION



## Credit Card Agreement for Visa Platinum & Visa Classic

NOTICE: See reverse side for important information regarding your rights to dispute billing errors. Use of the VISA credit card issued by Century Credit Union constitutes acceptance of this agreement. In this Agreement the words *you* and *your* mean each and all of those who apply for the card or who sign this Agreement. *Card* means the VISA Credit Card and any duplicates and renewals we issue. Everyone who receives, signs, or uses a card issued under this Agreement must be a member of this Credit Union. *Account* means your VISA Credit Card Line-of-Credit account with us. *We, us* and *ours*, mean Century Credit Union.

**1. Responsibility.** If we issue you a Card, you agree to repay all debts and the FINANCE CHARGE arising from the use of the Card and the Card Account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the Card, and this responsibility continues until the Card is recovered. You cannot disclaim responsibility by notifying us, but we will close the Account for new transactions if you so request and return all Cards. Your obligation to pay the Account Balance continues even though an agreement, divorce decree or dissolution of marriage or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the Account. Any person using the Card is jointly responsible with you for charges he or she makes, but if that person signs the Card, he or she becomes a party to this Agreement and is also jointly responsible for all charges on the Account, including yours.

**2. Liability for Unauthorized Use/Lost Card Notification.** You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify Century Credit Union (3920 Jeffco Blvd., Arnold, MO 63010, 636-464-5037, 1-800-991-4961), orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability for Visa Platinum is \$0 and liability for Visa Classic will not exceed \$50.

**3. Credit Line.** If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the Card. You agree not to let the Account Balance exceed this approved Credit Line. Each payment you make on the Account will restore your Credit Line by the amount of the payment, which is applied to principal. You may request an increase in your Credit Line by written or oral application to us, which must be approved by a loan officer. By giving you written notice, we may reduce your Credit Line from time to time, or with good cause, revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse reevaluation of your credit worthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the Account Balance. The Cards remain our property and you must recover and surrender to us all Cards upon our request and upon termination of this Agreement.

**4. Credit Information.** You authorize us to investigate your credit standing when opening, renewing or reviewing your Account, and you authorize us to disclose information regarding your Account to credit bureaus and other creditors who inquire of us about your credit standing.

**5. Payment Period.** You will receive monthly billing statements from us. The New Balance shown on your statement is the total of unpaid obligations, which



have been posted to your Account as of the statement date. You can either pay the entire New Balance or you can pay in installments, but we must receive at least the Minimum Periodic Payment shown on our billing statement by the payment due date. The Minimum Periodic Payment is figured as follows:

|                                |   |
|--------------------------------|---|
| <b>If your New Balance is:</b> | <b>Your Minimum Periodic Payment is:</b>  |
| \$20.00 or less .....          | The amount of your New Balance  |
| Over \$20.00 .....             | 3% of that portion of the New Balance which does not exceed your credit limit, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, or \$20.00, whichever is greater. |

Payments made to your Account will be applied in the following order: Fees and Finance Charges; Previously Billed Purchases; Cash Advances; and New Purchases. We may accept checks marked "Payment in Full" or with words of similar effect without losing any of our rights to collect the full balance of your Account. We credit payments on the day received.

6. **Periodic FINANCE CHARGE.** If you are a Platinum Visa cardholder, your Account will be subject to the Monthly Periodic FINANCE CHARGE Rate of 0.74% and corresponding ANNUAL PERCENTAGE RATE of 8.9%. If you are a Visa Classic cardholder, your Account will be subject to the Monthly Periodic FINANCE CHARGE Rate and corresponding ANNUAL PERCENTAGE RATE that is charged based on your credit bureau score. The rates and terms are as follows:

| <b>If your Credit Score is:</b> | <b>Monthly Periodic Finance Charge</b> | <b>Annual Percentage Rate</b> |
|---------------------------------|--|-------------------------------|
| 680 and above .....             | 0.742% .....                           | 8.90%                         |
| 640 to 679 .....                | 0.908% .....                           | 10.90%                        |
| 600 to 639 .....                | 1.075% .....                           | 12.90%                        |
| 550 to 599 .....                | 1.325% .....                           | 15.90%                        |
| 549 and below .....             | 1.492% .....                           | 17.90%                        |

The Periodic FINANCE CHARGE on Cash Advances is calculated as follows: 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 Advance is posted to your Account, whichever is later, and will continue to accrue until the date of payment.

The FINANCE CHARGE for Cash Advances for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the billing cycle. Each daily balance of Cash Advances is determined by adding to the Previous Balance of Cash Advances at the 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.

The Periodic FINANCE CHARGE on Credit Purchases is calculated as follows: A FINANCE CHARGE will be imposed on Credit Purchases only if you elect not to pay the entire New Balance (which includes Credit Purchases, Cash Advances and other Additional Charges) shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25-day period, a FINANCE CHARGE will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date 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 monthly 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 by the number of days in the 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 and credits as posted to your Account, but excluding any unpaid FINANCE CHARGES.

7. **Default.** You will be in default if you fail to make any required Minimum Payment by the due date shown on your monthly statement or if you are in default under any other loans or accounts you owe the credit union. You will also be in default if your ability to repay is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceeding involving you, your death, or your failure to abide by the Agreement, or if the value of our security interest materially declines. We have the right to demand immediate payment of your full Account Balance if you default, subject to our giving you any notice required by law. In the event your Account is referred for collection to an attorney and suit is brought, you will also be required to pay attorney fees equal to 15% of the amount due and payable under this Agreement, together with any court costs assessed.

**8. Fees and Charges.**

- **Annual Fees:** None
- **Over-the-Limit Fees:** None
- **Transfer Fees:** None
- **Late Fee:** \$15.00 fee assessed on payments 15 or more days late.
- **Transaction Fees for Purchases:** None
- **Cash-Advance Fee:** None
- **Returned Payment Fee:** \$10.00

9. **Using the Card.** To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the Card to a participating VISA plan merchant, to us, or another financial institution, and sign the sales or cash advance draft which will be imprinted with your Card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine or other type of electronic terminal that provides access to the VISA system. The monthly statement will identify the merchants, electronic terminal, or financial institution at which transactions were made, but sales, cash advance, credit, or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. To the extent permitted by law, the credit union may make a reasonable charge for photocopies of any documents you request. However, the documentation charge will not be imposed if your request is in connection with written notice of a billing error.

10. **Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip, which we will post to your Account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1.00 or more, refund it on your written request or automatically after 6 months.

11. **Foreign Transactions.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA International, Inc., and foreign fees may apply.

12. **Plan Merchant Disputes.** We are not responsible for the refusal of any plan merchant or financial institution to honor your Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and: (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 plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

13. **Security Interest.** To secure your Accounts, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the Account. If you default, we will have the right to recover any of these goods which have not been paid through our application of your payments in the manner described

in Paragraph 5. With respect to this Account only, we will not assert any statutory rights we may have if you are in default, to prevent withdrawal of your unpledged credit union shares (deposits) below the unpaid balance of your Account. If you give or have given us a specific pledge of your credit union shares by signing the Pledge of Shares as set forth in the application, or otherwise, or if you have given us any security interest for all your debts, your Account will be secured by your pledged shares and by the property described in those other security agreements, except for any dwelling. In addition, if you have also signed a security agreements(s) granting us a security interest in property as collateral for all your debts, then your Account will also be secured by the property described in those other security agreements, except for any dwelling.

If you have signed the share pledge agreement, you understand and agree that this VISA Card program is fully share secured. The maximum amount of your Line of Credit established thereunder, from time to time, shall not exceed the amount of shares, which you have specifically pledged as collateral for this Agreement. These shares are deposited in an access-restricted, dividend-bearing share account. In the event of default under this Agreement, including but not limited to exceeding your authorized credit limit, and after any notice that may be required by law, the credit union shall have a right to enforce its security interest against these shares and apply these shares against any amount due under this Agreement. This right is in addition to any other rights and remedies of the credit union set forth hereunder and, in addition to these shares which are restricted deposits, you may have pledged additional shares or other property as additional collateral for this loan.

14. **Interest Rate Changes.** Interest rates are established at the time of application and are based on your credit score. Cardholders may apply to lower their interest rates if they feel their score has improved, but not more than every 6 months. Otherwise, interest rates will remain in effect and can only be changed with a 45-day notice. If the interest rates change, balances as of the change date would remain at the old rate, and transactions going forward would be at the new rate. Any amount that would be paid over the minimum payment amount would be applied to the balance with the higher interest rate.

15. **Delayed Enforcement.** Our failure to exercise any of our rights when your Account is in default does not mean that we are unable to exercise those rights upon later default. We will not lose any of our rights under this Agreement if we delay taking action for any reason. We may accept late or partial payments, as well as payments marked "payment in full" or with other restrictive endorsements without losing any of our rights under this Agreement. Any payment amount in excess of the Minimum Payment will not be applied in satisfaction of future Minimum Payments.

16. **Cancellation.** At our discretion and at any time, we can suspend or terminate your Account or revoke your card and list your Account in warning bulletins without notice or liability, whether or not your Account is in default under this Agreement. All Cards are owned by us. At our request you must return all Cards cut in half, including Cards you gave to others. You can cancel your Account by giving us a Notice of Cancellation in writing and returning all Cards cut in half. Cancellation of your Account will not affect your liability to us for credit we have extended to you or arising from any Card usage prior to Cancellation or thereafter.

17. **Illegal Use of Card or Account.** *The use of your Card or Account for an illegal transaction or an illegal purpose is strictly prohibited.* If you use your Card or Account for an illegal transaction or an illegal purpose, then 1) you will be in default and subject to the terms of Paragraph 7—Default; 2) at our discretion and at any time thereafter, we can suspend or terminate your Account and/or revoke your Card, subject to the terms of Paragraph 16—Cancellation; and 3) you waive your right to bring any legal action against us arising out of or relating to such illegal use or any activity directly or indirectly related to such use. You hereby agree to indemnify and hold us harmless from any suits or other legal action, and/or other liability, directly or indirectly related to such use, including, where permitted by law, court costs and reasonable attorney's fees.

*(continued on other side)*