

**TransWest Credit Union**  
**VISA Platinum, Gold Card, VISA Check, Freedom, and ATM Card**  
**December 18, 2024**

| TRUTH IN LENDING DISCLOSURE IMPORTANT LEGAL INFORMATION                                    |  |  |  |  |  |
|--|--|--|--|--|--|
|  | VISA Platinum with Rewards   |  | VISA Gold with Rewards   |  | VISA Overdraft and Freedom Card  |
| Annual Percentage Rate(APR) for Purchases and Balance Transfers                            | <b>12.45%</b><br>This APR will vary with the market based on the Prime Rate.   |  | <b>17.65%</b><br>This APR will vary with the market based on the Prime Rate. |  | <b>18.00%</b><br>This APR will vary with the market based on the Prime Rate. |
| APR for Cash Advances  | <b>18.00%</b> This APR for all card types. (Maximum rate of 21.00%). Your APR will vary with the market based on the Prime Rate.   |  |  |  |  |
| Penalty APR and When it Applies  | <b>18.00%</b> This APR for all card types. Your APR will vary with the market based on the Prime Rate. This APR may be applied to your account if you: 1) Make a payment that is more than one month late 2) Go over your credit limit twice in a six-month period 3) Make a payment that is returned. <b>How long will the Penalty APR apply?</b> If your APR is increased for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due. |  |  |  |  |
| How to avoid paying interest on purchases  | Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. There is no grace period for cash advances.   |  |  |  |  |
| Minimum Interest Charge For Credit Card tips from the Consumer Financial Protection Bureau | If you are charged interest, the charge will be no less than \$1.00. To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .  |  |  |  |  |

| FEES  |  |
|---|--|
| <b>Penalty Fees</b> • Late Payment • Over-the-Credit Limit • Returned Payment | Up to \$38.00  |
| <b>Transaction Fees</b> • Cash Advances • Foreign VISA • Foreign ATM          | 1.5% of cash advance 1.25% of each transaction in U.S. dollars \$3.00 after 3 transactions per month for Non "CO-OP" ATM |
| <b>Other Charges</b> • Card Replacement • Annual Fee for ATM Card             | Up to \$20.00  |

**How we will calculate your balance.** We use a method called "average daily balance (including new purchases)." See your account agreement for more details. **Billing Rights.** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement. In this Agreement, 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 or the VISA Check/Freedom Card and any duplicate and renewals we issue. "Account" means your VISA Card Line of Credit account with us. "We", "us" and "ours" mean the 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. You are also responsible for charges made by anyone else to whom you give the card, 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 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.

**2. Lost Card Notification.**

If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at the address listed on your bill or call us at 801-487-1692 or 1-800-748-4488. After regular business hours, call 1-800-543-5073. Outside of the U.S.A., call 1-727-570-4881. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability 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 only by completing a new VISA application. By giving you written notice, we may reduce your Credit Line at any time, or with good cause, revoke your card and terminate this Agreement. Good cause includes your failure to comply with this Agreement or adverse re-evaluation 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. You authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing. We may also disclose information to third parties about your account or the transfers you make where it is necessary for completing transfers; or in order to comply with government agency or court order; or if you give us your written permission. We will not disclose account information to credit bureaus on persons under 18 years of age.

**5. Monthly Payment.**

We will mail you a statement or send you an eStatement every

month showing Previous Balances, of purchases and cash advances, current transactions on your account, remaining credit available under your Credit Line, New Balances of purchases and cash advances, Total New Balance, FINANCE CHARGE due to date, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. You may reduce the FINANCE CHARGE by paying more frequently, paying more than the Minimum Payment, or by paying the Total New Balance in full. Your Minimum Payment will be 3% of your Total New Balance, or \$20.00 - whichever is greater or the Total New Balance if less than \$20.00, plus any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. We will apply your payments first to previously billed and unpaid FINANCE CHARGE on purchase; then to previously billed and unpaid FINANCE CHARGE on cash advances; previously billed purchases; cash advances; and then to new purchases, whether or not billed on the monthly statement. However, any payment equal to, or greater than, the Previous Balance of Purchases will be applied first to that balance and any FINANCE CHARGE thereon to avoid continuing accrual of FINANCE CHARGE on that amount.

**6. Finance Charges.**

**25-DAY GRACE PERIOD.** You can avoid FINANCE CHARGE on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and subsequent purchases from date they are posted to your account, will be subject to a FINANCE CHARGE. **CASH ADVANCES.** There is a 1.5% cash advance fee and there is no grace period on a cash advances. Interest will be charged from the day the advance is posted to your account. **FINANCE CHARGE.** The ANNUAL PERCENTAGE RATE may vary. The VISA PLATINUM with Reward Points APR is 12.45% which is a daily periodic rate of .034109%. This rate is determined by adding 4.95% to the U.S. Prime Rate. The VISA GOLD with Reward Points, APR is 17.65% which is a daily periodic rate of .048356%. This rate is determined by adding 10.15% to the U.S. Prime Rate. The CASH ADVANCE APR is 18.15% which is a daily periodic rate of .051096%. The PENALTY APR is 18.15% which is a daily periodic rate of .051096%. This rate is determined by adding 14.90% to the U.S. Prime Rate. The maximum penalty rate is 18%. The OVERDRAFT APR is 18.00% which is a daily periodic rate of .049315%. The ANNUAL PERCENTAGE RATE will be adjusted quarterly based on the "U.S. Prime Rate" as listed in the "Money Section" of the Wall Street Journal on the third Tuesday of March, June, September and December. The interest rate on existing balances will be adjusted on the last day of the quarter. The maximum interest rate will never exceed the rate permitted under Utah law. There is no maximum change in the interest rate in any quarter. A FINANCE CHARGE on the daily balance of purchases will be assessed from the date the purchase transaction is posted to your account unless the "New Balance" shown on your previous statement was paid in full on or before the due date shown. If you elect to pay your account in installments, or you do not pay in full by the date shown on your monthly statement, you shall pay a periodic FINANCE CHARGE on your unpaid purchases and advances. We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new

purchases, advances or fees, and subtract any unpaid interest or other finance charges and 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.”

#### **7. Default. (Not Applicable to Minors)**

You will be in default if you fail to make a Minimum Payment within 25 days after your monthly statement closing date. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement, or if the value of our security interest materially declines. If you default, the entire balance of this account shall become due and payable at the option of the Credit Union. Each party hereto further agrees that if payment of the account shall not be made as herein provided, you shall pay the costs of collection, including a reasonable attorney’s fee. The Credit Union can delay enforcing any of its rights under this Agreement without losing them. If you are in default (more than 30 days past due) you will lose any accrued reward points attached to your card or other card rewards which you may have accumulated.

#### **8. 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. 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 merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. The Credit Union may make a reasonable charge for photocopies of slips you may request. You may not use your VISA Card for any illegal transactions. Effective March 1, 2001, VISA and Trans West Credit Union will automatically decline identifiable online (Internet) gambling transactions on VISA Platinum, Gold, and VISA.

#### **9. 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 six months.

#### **10. Foreign Transactions.**

Purchases and cash advances made in foreign countries, either in U.S. dollars or foreign currencies will be billed 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. There may be a fee charged for VISA purchases made in foreign countries due to currency exchange rate differences.

#### **11. Security Interest.**

To secure your account, (unless you are a minor) 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 for through our application of your payments in the manner described in paragraph 6. If you give or

have given us a specific pledge of your credit union shares by signing a pledge of shares agreement, your account will also be secured by your pledged shares and by the property described in those other security agreements. As a convenience and if funds are available, you can give us permission to transfer funds from your checking account or from any of your savings accounts to make your payment.

#### **12. 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 or receive may contain different terms. We may amend this Agreement from time to time by sending you advance written notice required by law. Your use of the card thereafter will indicate your agreement to the amendments. To the extent the law permits, as we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions.

#### **13. Change of Terms.**

The Credit Union reserves the right to alter the terms of this agreement and will give notice of any change in terms as required by applicable law. These changes may include, but are not limited to, any change in the FINANCE CHARGE.

#### **14. 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.

#### **15. Other Charges.**

The following charges may be added to your account at the end of each statement date, as applicable: any direct fees associated with special inquiries which you initiate (such as photocopies, original copies, etc.) at par.

#### **16. Late Fee.**

A late fee of \$25, shall be charged whenever any payment is not paid within 15 days of its scheduled due date. The maximum late fee is \$25 for the first late payment and up to \$35 for each consecutive late payment after the first. If you are more than 30 days past due, you will lose any accrued You Choose Rewards points or other card rewards which you may have accumulated.

#### **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 believe your bill is wrong, or if you need more information about a transaction on your bill, write to 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 60 days after we have sent you the first bill on which the error or problem appeared. You can telephone us, however, doing so will not preserve your rights. In your letter, provide us the following information:

\* Your name and account number.

\* The date and dollar amount of the suspected error.

\* Describe the error and what has been done to correct the error with the merchants. 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 checking account, you may stop the payment on any amount you question. To stop

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 already corrected the error. 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 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 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 you owe, the Credit Union may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us why you refuse to pay, we must tell anyone we report you to that you have a question about your bill. We must notify you of anyone to whom you were reported. When the matter is settled between us, we must tell anyone to whom you were reported that the matter has been resolved. If we don’t follow these regulations, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

#### **LIEN AND RIGHT OF OFFSET:**

I/We grant the Credit Union a lien and right of set-off on all shares or deposits in any individual, joint, multiple party or transaction accounts. The Credit Union shall have a statutory lien and right of set-off in all shares, deposits and accumulated dividend or interest in all individual, joint, multiple party or transaction accounts in which any of us has any interest.

#### **Special Rule for Credit Card Purchases**

If you have a problem with the quality of property or services that you’ve 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 limitations on this right.

(a) You must have made the purchase in your home state or, if not within your home state, 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.

TRANSWEST CREDIT UNION

www.transwestcu.com

Salt Lake Branch: 39 West 2100 South, Salt Lake City, Utah 84115 USA

Sandy Branch: 10692 South State Street, Sandy, Utah 84070 USA

Taylorsville Branch: 6189 South Redwood Road, Taylorsville, Utah 84123 USA

Magna Branch: 9024 West Magna Main Street, Magna, Utah 84044 USA

Administration Office: 37 West 1700 South, Salt Lake City, Utah 84115 USA

**Mailing Address: P.O. Box 65218, Salt Lake City, Utah 84165-0218 USA**



**TransWest Credit Union  
VISA Platinum and Gold Credit Cards,  
VISA Debit Card, Freedom Card, and  
ATM (Automated Teller Machine) Card  
December 18, 2024**