INDUSTRIAL CREDIT UNION OF WHATCOM COUNTY
CREDIT CARD ACCOUNT AGREEMENT

This Credit Card Account Agreement ("Agreement") and the Account Disclosures ("Account Disclosure") given to you when you opened your Card account ("Account") will govern your Credit Card and Account issued by Industrial Credit Union of Whatcom County ("Credit Union"). In this Agreement, the words "you," "your," "yours," "applicant," and "Borrower" mean any person who signs the application for this Account, any joint obligor, guarantor, authorized user, or the person whose name is embossed on the Card. The words "we," "us," "our," and "Credit Union" mean Industrial Credit Union of Whatcom County. The word "Card" means any one or more credit cards issued under this Account. All terms and conditions apply to all Cards unless specifically indicated otherwise. **If you sign an application for this Account or sign or use any Card or PIN, or allow others to use the Card or PIN, you and they will have accepted this Agreement just as if you and they signed it, and you and they, jointly and severally, will be bound by the following terms and conditions which will govern this Account.**

1. YOU PROMISE TO PAY. You promise to pay us all amounts, plus any Interest Charges, which arise from use of the Card or Account by you or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and you received no benefit from the use. You promise to pay us either by direct payment or by automatic transfers from shares or by payroll deduction.

2. ACCOUNT ACCESS. You must sign the Card to use it. Once you have signed the Card, you can use it to buy or lease goods, services, or insurance wherever the Card is honored, up to the full amount of your Credit Line. You may use your Account to get cash advances from us. You may also use your Card to get a cash advance from participating financial institutions and to access your line of credit at automatic teller machines ("ATMs") within the **Mastercard** network or any other ATMs.

3. CREDIT LINE. If we approve your application, this Agreement will constitute a revolving line of credit for an amount which will be the Credit Line under your Account. We will advise you of the amount of your Credit Line. That amount will be the maximum amount you may have outstanding at any one time. You agree not to attempt to obtain more credit than the amount of your Credit Line. However, if you temporarily exceed your Credit Line, you agree to repay the excess immediately, even if we have not yet billed you. Obtaining such credit does not increase your Credit Line. We retain the right to increase or decrease your Credit Line at any time. Any increase or reduction in the amount of your Credit Line will be shown on your monthly statement or by separate notice together with any changes in the applicable Minimum Monthly Payments. Your eligibility for this Credit Line is determined by our loan policy and may be terminated at our sole discretion, without demand or notice. You may close your Credit Line at any time by notifying us in writing and returning all Cards cut in half. If you terminate this Agreement or if we terminate or suspend your credit privileges, the provisions of this Agreement and your liability hereunder shall otherwise remain in full force and effect until you have paid us all sums due us under this Agreement and returned all Cards.

4. MINIMUM MONTHLY PAYMENT. We will mail you a statement every month if your Account has a balance. You agree that you will pay each month not less than the minimum monthly payment on or before the closing date. The minimum monthly payment will be 3.0% of your outstanding balance shown on your statement ("New Balance"), rounded up to the higher dollar, or $25, whichever is greater. If your outstanding balance is less than $25, you agree to pay the balance in full. In addition to the minimum monthly payment, you agree to pay any "Overlimit Amount" and any amount past due shown on your statement each month by the due date shown on your Statement. You may pay in full for all your purchases and cash advances each month, or you may repay in monthly installments. We can accept late payments or partial payments, or checks, drafts, or money orders marked "payment in full" without prejudice to our rights under this Agreement, which are hereby explicitly reserved. A credit posting from a merchant or reversal of fees does not constitute a minimum payment. Payments will be applied first to interest, then to purchase balances, then to cash advance and balance transfer balances, and finally to any other fees, charges, or amounts owed. The minimum monthly payment may be allocated at the Credit Union's discretion to pay off lower rate balances, such as promotional offers, before higher rate balances, such as cash advances or purchases. Payments in excess of the minimum monthly payment will be allocated first to higher rate balances, as applicable. From time to time, we may allow you to skip your minimum monthly payment due. If you choose to skip that payment, Interest Charges will continue to accrue in accordance with this Agreement. Payments received at: Industrial Credit Union of Whatcom County, PO BOX 1767, Bellingham, WA 98227-1767 on or before 5:00 PM Pacific Time on any business day will be credited to your Account as of that date; payments received by mail at that address after 5:00 PM Pacific Time or on a weekend will be posted to your Account as of the next business day.

5. SECURITY INTEREST. By signing your application, to secure your Account, you granted us a purchase money security interest under the Washington Uniform Commercial Code in any goods you purchase through your Account. If you default, we will have the right to recover any of these goods that have not been paid for through application of your payments in the manner described in Section 4. In addition, you granted us a security interest in all your shares and deposits, present and future, and all accounts (except Individual Retirement Accounts and Keogh Accounts) with the Credit Union to secure your Account and agree, upon default, the Credit Union may apply all that is secured to pay any amounts due under this Agreement, without further notice to you. **You further agree that collateral securing other loans with the Credit Union (except loans secured by real property) also secures this Account.**

6. PERIODIC STATEMENTS. Each month, if your outstanding balance exceeds $1, we will send you a statement showing new purchases, cash advances, payments, and credits made to your Account during the billing period, your Previous Balance, your "Total New Balance," any Interest Charge, and any other charges. Your statement also will identify the remaining Credit Line available and the

Minimum Monthly Payment you must make for that billing period and the date it is due. For statement verification purposes, you agree to retain copies of transaction slips resulting from each purchase, each advance, and other transaction on your Account. Unless you notify us of a billing error as described below, you accept your monthly statement as an accurate statement of your Account with us.

7. CIRCUMSTANCES UNDER WHICH AN INTEREST CHARGE WILL BE IMPOSED. The total outstanding balance of purchases, balance transfers, and cash advances in the Account on the closing date of a billing period, including any Interest Charge, will be shown on the Periodic Statement for that billing period as the "New Balance."

a. Cash Advances and Balance Transfers. We begin charging an Interest Charge on cash advances and balance transfers from the date of each transaction. There is no time period within which to pay to avoid a periodic Interest Charge on cash advances or balance transfers.

b. Purchases. Your due date is at least 25 days after the close of each billing period. An Interest Charge will be imposed on the portion of purchases included in the New Balance that is not paid by the due date. This “grace period” allows you to avoid an Interest Charge on purchases for a billing period. However, if you do not pay the New Balance for purchases within the grace period, your Interest Charge will accrue on any unpaid purchase transactions from the first day of the billing period in which the payment is due.

8. METHOD USED TO DETERMINE THE BALANCE ON WHICH THE INTEREST CHARGE MAY BE COMPUTED AND AMOUNT OF INTEREST CHARGE. The Credit Union figures the Interest Charge on your Account by multiplying the "Average Daily Balance" of purchases, balance transfers, and cash advances for your Account (including current transactions) by the Daily Periodic Rate, and then we multiply the result by the number of days in the billing period. To get the "Average Daily Balance" we take the beginning balance of your Account each day, add any new purchases or cash advances, and subtract any payments or credits, unpaid Interest Charge and unpaid late charges. This gives us the daily balance. Then, we add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives us the "Average Daily Balance." To get the “Daily Periodic Rate,” we divide the Annual Percentage Rate in effect for the billing period by 365. If your account is subject to an Interest Charge for any billing cycle, the minimum Interest Charge for that cycle is $1.00.

9. PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE.

a. Standard Rates. The Periodic Rate and corresponding Annual Percentage Rate(s) used to compute the Interest Charge are variable and based on the market and changes in creditworthiness. The Annual Percentage Rate is divided by 365 to obtain the Periodic Rate. The rate can change annually. Any increase or decrease in the Annual Percentage Rate will affect the number of monthly payments you may have to make.

b. Introductory Rates. At our discretion, we may offer you an introductory or promotional Annual Percentage Rate for your Account. Any introductory or promotional Annual Percentage Rate will be subject to the terms of the offer and this Agreement. We will provide you with information on the offer, including the time period the introductory or promotional Annual Percentage Rate is in effect in the Account Disclosure or in other materials that we send to you about the offer after you receive your Credit Card.

10. CONDITIONS UNDER WHICH OTHER CHARGES MAY BE IMPOSED. You agree to pay the following fees and charges on your Account:

a. Late Fee. If we do not receive your full minimum payment on or before the due date, you agree to pay a late fee of $25.

b. Returned Item Fee. If any check or draft we receive from you as payment for any amount you owe to us is returned to us unpaid, you agree to pay a returned item fee of up to $25.

c. Attorney's Fees and Costs. If you fail to make any payment when due or are otherwise in default under any part of this Agreement, you agree to pay us all costs to collect your Account, including court costs and reasonable attorney fees whether or not there is a lawsuit, and fees on any appeal and fees for bankruptcy proceedings, appeals, and any post-judgment collection services, if applicable. These fees and costs may be added to your Account balance and will bear interest at the Annual Percentage Rate in effect at that time.

11. CASHBACK REWARDS. If you have a cashback credit card, you will earn a cashback reward based on net purchase transactions posted to your account. The amount of the reward is 2.00% of qualifying purchase transactions posted to your account. Rewards are based on net qualifying purchases, which is determined by deducting returns, credits (other than payments) and adjustments from qualifying purchases. Qualifying purchases include transactions for purchase of goods or services, and do not include finance charges, fees, cash advances, balance transfers, purchases of currency or prepaid cards, or casino chips or credits, loan payment transactions, or any other similar cash equivalent transactions. Cashback rewards will be available as soon as the next business day, depending on the timing of daily transaction review and reward posting. Please note that transaction reversals (e.g. purchase returns) can temporarily take cashback rewards negative if you’ve had a recent redemption followed by a reversal. Cashback rewards can be redeemed by transfer to a deposit account held with us that is within the same member number or may be applied to pay down the balance on the Account. If there is an event of default, we may apply any earned rewards toward the outstanding balance without notice. We may change the terms of the cashback rewards feature or suspend or terminate it at any time. We may deny rewards due to abuse of the Account or rewards program.

12. CONDITIONS OF CARD USE. The use of your Card and Account are subject to the following conditions:

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a. Use. Your Card and Account may be used only for valid and lawful purposes. You may not use your Card (i) to make Purchases or obtain Cash Advances for any illegal transaction, or (ii) for any internet or online gambling transactions. If you use your Card for any illegal or prohibited transaction, this Agreement also applies to such transaction and you agree to pay any and all amounts related to such transaction pursuant to the terms of this Agreement. We may, at our sole discretion and without warning, restrict the use of or terminate your Card if we notice excessive use of your Card or other suspicious activities or if we reasonably believe the Card is or has been used for one or more illegal or prohibited transactions.

b. Ownership of Cards. Any Card or other credit instrument or device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

c. Honoring the Card. We may decline to honor any transaction for any reason. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other credit instrument or device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

d. Currency Conversion/International Transaction Fee. Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by **Mastercard** International, Inc. is a rate selected by **Mastercard** from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate **Mastercard** itself receives, or the government-mandated rate in effect for the applicable central processing date.

e. Notices and Payments. All notices will be sent to your address as shown in the application. You agree to advise us promptly if you change your mailing address. All payments should be mailed to us at the remittance address shown on your monthly statements. Payments received at that address will be credited to your Account as of the date received. Written notices and inquiries to us must be sent to:

Industrial Credit Union of Whatcom County
PO BOX 1767
Bellingham, WA 98227-1767

f. Personal Identification Number. If we issue you a Personal Identification Number ("PIN") for use with your Card in accessing your line of credit at ATMs, these numbers are issued to you for your security purposes. These numbers are confidential and should not be disclosed to third parties. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make available your PIN to anyone not authorized to sign on your Account. To keep your Account secure, please do not write your PIN on your Card or keep it in the same place as your Card.

13. LOAN PROTECTION. Loan Protection coverage is not required for any extension of credit under this Agreement. However, you may purchase any loan protection available through us and have the monthly fee added to your outstanding balance as purchases. If you elect to do so, we will give you the necessary disclosures and documents separately.

14. DEFAULT. You will be in default under this Agreement if any of the following occur: (a) Any Minimum Monthly Payment is not made when due; (b) You become insolvent, bankrupt, or you die; (c) You violate any part of this Agreement, or any other agreement with us; or (d) If we reasonably deem ourselves insecure with respect to your Account. Upon default, we may declare the entire unpaid balance immediately due and payable, and you agree to pay that amount plus any attorney's fees and costs we incur, including fees and costs in any appeal or bankruptcy proceeding. We can delay enforcing any right under this Agreement without losing that right or any other right. We will notify you in writing of any such action as soon as practical if it occurs.

15. GOVERNING LAW. This Agreement will not take effect until it is approved by us. This Agreement shall be governed by the laws of the State of Washington.

16. SEVERABILITY. If any provision of this Agreement is held invalid, the remaining provisions that are severable shall remain in effect.

17. LOSS OR THEFT OF CARD. You agree to notify us immediately of the loss, or the theft, or the use without your permission, of any Card or other credit instrument or device which we supply to you. You may be liable for the unauthorized use of your card. You will not be liable for unauthorized use which occurs after you notify: Industrial Credit Union of Whatcom County, PO BOX 1767, Bellingham, WA 98227-1767; Telephone: 360-734-2043 or 877-640-0420 (during regular business hours) or 800-449-7728 (outside of regular business hours), orally or in writing of loss, theft, or possible unauthorized use. In any case, your liability shall not exceed $50.

18. CREDIT INFORMATION/FINANCIAL STATEMENTS. You authorize us to release information to others (e.g., credit bureaus, merchants, and other financial institutions) regarding the status and history of your Credit Line. You agree to provide us, at any time we deem necessary, with a current financial statement and/or updated credit information upon request. We may investigate your credit directly or through a credit reporting agency.

19. AMENDMENTS. We reserve the right to change any terms or conditions of this Agreement at any time, to the extent permitted by applicable law. We will notify you of the changes to this Agreement as required by law.

20. BILLING ERRORS NOTICE, YOUR CREDIT CARD BILLING RIGHTS. Keep this document for future use. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

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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: Industrial Credit Union of Whatcom County, PO BOX 1767, Bellingham, WA 98227-1767. In your letter, give us the following information:

- *Account information*: Your name and account number.
- *Dollar amoun*t: The dollar amount of the suspected error.
- *Description of proble*m: 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 the above address. 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.

21. MEMBERSHIP. You acknowledge receiving or being offered the Part 2 of the Member Service Agreement (MSA), which includes the Electronic Funds Transfer and Privacy Notice, and which along with our records, comprise the terms of the MSA. Part 2 has been emailed to the primary borrower's address if provided. You understand the MSA governs membership and current and future accounts, products, services and other aspects of your relationship with us. We may change the MSA, and those changes and additions are binding on you. You may call us with questions or obtain a copy of the MSA from us during business hours; the MSA is also available on our website at your convenience.

22. ACKNOWLEDGMENT. You understand and agree to the terms and conditions in this Agreement and the Fair Credit Billing Notice. You acknowledge that you have received a copy of this Agreement, the Account Disclosure, and the Fair Credit Billing Notice. This Agreement is a final expression of the agreement between you and the Credit Union.

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