



# Cash Rewards Visa® Credit Card Agreement



## Welcome to Coast360.

Thank you for opening a credit Card Account with us. This Cardholder Agreement ("Agreement") contains the terms for your Coast360 credit card.

## DEFINITIONS.

1. The "Card" means the Coast360 Federal Credit Union (Coast360) credit card which we issue to you under this Agreement, and includes any device or check used to obtain credit or cash from the account.
2. "Account" means your Card account with Coast360.
3. An "Authorized User" means an individual receiving a card, but who has no responsibility for payment of the account.
4. "You", "Your", and "Yourself" mean each individual jointly and/or individually who holds, signs, retains, uses, or permits others to use or sign the card.
5. "We", "us", "our" mean Coast360 or any of its agents, authorized representatives, successors, and assignees.

## Account Documents.

Your account with us is governed by the following documentation:

1. This document;
2. All statements;
3. All rewards information and documentation if your account has rewards;
4. Any privacy notices
5. Your Card benefits brochure which describes benefits provided by the Payment Card Network for your card and account. From time to time, the most current version of your Card benefits brochure will replace all prior versions;
6. The "Security Agreement" and "Hypothecation Agreement" if you have a secured card;
7. All disclosures and materials provided to you before or after you opened your account, including Truth in Lending Disclosures;
8. All other documents and disclosures relating to your account; and
9. Any future changes we make to any of the above documentation.

Please review these carefully and retain them for future reference.

## Account Information.

We need information about you to manage your Account. The information we need includes:

1. Your legal name;
2. Mailing address and physical address;
3. Your date of birth;
4. Your Social Security Number or other government issued identification number;
5. Your telephone number(s); and
6. Your employment and income information.

You agree to notify us in writing immediately when this information changes. You may also update some of this information by logging onto your account on our web site or by calling one of our Contact Center representatives at the telephone number provided on your statement or on the back of your card. We may require you to provide additional documents that are acceptable to us to verify this information or any changes. We maintain the right to restrict or close your account if your information cannot be verified or if you do not provide additional information as requested.

## Credit Limits.

If you are approved for an account, you will be notified of your credit limits. You agree to use the card within the credit limit we authorize and that we can decrease, restrict, or cancel your credit limit at any time as this will not affect your obligation to pay us. We are not obligated to accept charges that would cause you to exceed your authorized credit limit.

## Change in Terms.

You agree to follow the terms of this Agreement and are applicable to any cardholder as long as your account remains open or has a balance. You also agree that we can change the terms of this agreement at any time by adding, deleting, or modifying any provision of the agreement.

## Using Your Accounts.

Please sign the card immediately when you receive it and you will return the card to us or destroy it if we ask. The card remains the property of Coast360 Federal Credit Union and may be revoked without notice at any time. The card must be surrendered to us upon demand or revocation. You will take reasonable steps to prevent the unauthorized use of your card and your account. We are not responsible if anyone refuses to accept your card for any reason. Also we may reject any transaction for any reason.

You may use your card to make purchases from merchants and others who accept VISA cards. In addition, we may obtain cash advances from us 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. For security reasons, you might have to provide the PIN before you are able to complete some transactions using the card. We will treat all ATM transactions as Cash Advances and all Point of Sale (POS) transactions as purchases.

You should keep your PIN secure and not write it down, nor give it to anyone, nor keep it with your card. If you lose your card or believe that someone has gained unauthorized access to your PIN, you must contact us immediately.

You must not use or try to use the card for any Internet gambling transactions or transactions that are illegal or not permitted by us. You will still be responsible if you do. In addition, these transactions will be subject to this agreement, and you might have to reimburse the Payment Card Network and us for all damages and expenses. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. You agree that illegal use of your card by cardholder(s) will be deemed an action of default and/or breach of contract for accounts and other related services may be terminated at our discretion.

Termination of this card and account by you or us will not affect your obligation to pay the balance plus any finance charge and other charges you owe under this agreement. You are responsible for all transactions made to your account after termination. If you choose to cancel your account, the terms in effect at the time that you cancel the account will apply until the outstanding balance of the account is paid in full. Once you cancel your account, your card will no longer be available for use on new transactions, including purchases or cash advance. Any rewards you have earned, if applicable, will be forfeited unless they are redeemed before the account is closed.

If you are in default because no payment has been received within 60 days of the due date, you do not have the right to reject the changes we make to this agreement or the account's terms and conditions. From time to time, due to circumstances beyond our control (such as system failures, fires, flood, natural disasters, or other unpredictable events) our services might be unavailable. We will not be responsible or liable when this happens.

## Change in Financial Condition.

You agree to notify us of any change in your financial condition that may affect your creditworthiness and to provide us with a current loan application if we request for one. You expressly authorize us to obtain credit reports and to furnish us with information concerning you relevant to the review, update, renewal, and extension of the credit on this account. You authorize us to disclose information regarding your account to credit

bureaus and creditors who inquire about your credit standing. You understand and agree that we may terminate your account upon reevaluation of your creditworthiness.

## Authorized Users.

You may ask us to add one or more authorized users with additional cards on your account. If we agree to your request, we will need certain information about the authorized user to manage your account. Once we add an authorized user to your account, we may discuss your account with them and provide them with account information. You will be responsible for the authorized user's use of the card and your account. This will be true even if you did not want, or agree to, the use.

If you want to remove an authorized user from the account, you must contact us as provided on your statement and request their removal. We will have a reasonable amount of time after your request to research the situation and remove them. You must destroy all cards in their possession immediately and cancel all of their billing arrangements to the account. We will not do this for you. During this time, you still will be responsible for all amounts they charge to the account. You will be responsible even if these amounts do not appear on the account until later. An authorized user may remove themselves from the account upon request. We may close your existing account and/or issue a new card with a new account number.

## Statements.

We will send you a statement for all cards on your account and the statement will be sent at the end of each billing cycle when your account has a debit or credit balance or if we have charged any interest charges to your account. The statement will show all transactions billed to your account during the billing cycle along with other account information. Failure to receive a monthly statement does not relieve you from making any required minimum payment. Upon receipt of each periodic statement, you should examine it and immediately notify us in writing of any transaction believed to be in error.

## Promise to Pay.

You promise to pay all charges (purchases, cash advances, balance transfers, or devices or any other charge) and finance charges and other charges added to your account under the terms of this agreement or another agreement you made with us. You promise to pay all amounts due on your account made by you or anyone you authorize to use your account. This includes amounts where you did not sign a purchase slip or other documents for the transaction. Your promise to pay us will apply to your estate upon your death.

## Finance Charges.

Finance charges will be imposed in the following manner and will be in amounts not in excess of those permitted by law.

**Purchases.** No finance charge will be imposed during the next billing cycle if you pay the entire "New Balance" shown on the current periodic statement and we receive your payment on or before the "Payment Due Date" shown on statement. In all other cases, a finance charge will be imposed based on the average daily balance of all purchases. The average daily balance is the sum of all outstanding purchases (determined by including the new purchases and deducting payments or credits and excluding any unpaid finance charge) for your account on each day of the billing cycle, divided by the number of days in the cycle.

A purchase appearing on the periodic statement is considered a part of the outstanding balance from the date of posting. The amount of the finance charge is calculated by multiplying the average daily balance for purchases by the monthly periodic rate.

**Cash Advances.** Finance charges accrue on all Cash Advance amounts from the date charged to your account and continue as long as such amounts remain outstanding. A finance charge will be imposed on the average daily balance of "Cash Advances", which is the sum of the "Cash Advances" (determined by including new cash advances and deducting any payments or credits and excluding any unpaid finance charge) outstanding each day during the billing cycle, divided by the number of days in the billing cycle. A cash advance appearing on the periodic statement is considered a part of the outstanding balance from the date of posting. The amount of finance charge is calculated by multiplying the average daily balance for "Cash Advances" by the monthly periodic rate.

**Fees.** The following charges/fees will be added to your account, as applicable. We may increase your fees as described in the Changes to Your Agreement section or in your Truth in Lending Disclosures.

- a. **Cash Advance Fee:** You will be charged for this fee each time when you obtain a cash advance. This fee will be treated as a cash advance transaction.
- b. **Balance Transfer Fee:** You will be charged for this fee each time when you obtain a balance transfer. This fee will be treated either as a special transfer or purchase transaction depending on the Segment in which the transfer has been posted.
- c. **Over Credit Limit Fee:** If you agree, you will be charged this fee when a transaction causes you to go over or remain over any of your credit limits during any billing cycle.
- d. **Late Payment fee:** A late charge of \$15 will be added to your account if the minimum payment due is received 30 days or more past the payment due date.
- e. **Return item fee:** If a payment on your account is returned unpaid, you will be charged a \$25 fee for each item returned.
- f. **Card Replacement Fee:** You will be charged a \$10 fee for each replacement card that is issued to you for any reason.
- g. **Document Copy Fee:** You will be charged a \$20 fee for each copy of a sales draft or other documents that you request (except when the request is made in connection with a billing error made by the credit union).
- h. **Additional Card Fee:** You will be charged a \$10 fee for each additional card you request.
- i. **Research fee:** You will be charged a \$25 fee per hour for research requested by you on your credit card account.
- j. **Statement Copy Fee:** You will be charged a \$1 fee per page.

**Promotional Annual Percentage Rate.** At our discretion, a special promotional rate may be offered from time to time. The specific terms will be provided at the time of the offer.

Generally, the promotional APR will only apply to select transactions (i.e. new purchases or balance transfers) during the promotional period. The APR rates for all other transactions, not outlined in the promotion as eligible for the promotional APR will remain unchanged. If your required minimum payment is not received within 60 days of the due date, any promotional APR and the periodic rate for new purchases, cash advances, and balance transfers will increase to the regular APR.

**Payments.** Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement. Your payment due date will be at least 25 days from your statement closing date. If your statement says the payment is "Now Due", your payment must be received upon receipt of your statement. You may pay more frequently, pay more than the minimum payment 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 \$15.00, whichever is greater, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. If your account is 180 days past due, part of a bankruptcy proceeding or otherwise charges off, the entire balance is immediately due and payable.

We also have the right to demand immediate payment of any amount by which you are over your credit limit. We process payment as of the date received, if the payment is received by 5 p.m. local time electronically at any Coast360 branches, or by mail at the address shown on the remittance slip on the front of your monthly statement, paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and sent in the return envelope with only the remittance portion of your statement accompanying it. Payment



received after 5 p.m. local time on any day including the Payment Due Date, but that otherwise meet the above requirements; will be credited as of the next business day.

**Payment Allocation.** You understand and agree that we apply your minimum payments to the lower APR balance first. We then apply any portion of your payment that is in excess of your minimum payment to the card balance bearing the highest interest rate, then to each successive balance bearing the next highest interest rate until the payment is exhausted.

**Security Interest.** If you give Coast360 a specific pledge of shares by signing a Security Agreement, your account will be secured by your pledged shares. Collateral securing other loans you have with Coast360 may also secure this loan, except that a dwelling will never be considered as security for this account, notwithstanding anything to the contrary in any other agreement. If you are in default on any credit extended or cash advanced under this account, you pledge all of your shares, deposits payments and dividends which may be received, whether held jointly or individually, up to the amount of your outstanding balance. The foregoing pledge includes the right to apply funds available to you in and jointly held account on your date of death. This does not include your individual retirement account (IRA). We may take all the shares needed by Coast360 to repay your credit extension or cash advanced. If it is necessary to take all of your shares for the payment of this account, you understand your membership with Coast360 may be closed.

**Merchant Disputes or Refunds.** We are not responsible for the refusal of any merchant or financial institution to honor your card. Coast360 is subject to claims and defenses (other than tort claims) arising out of goods and 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 Coast360 sent or participated in sending to you; (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

If you are entitled to a refund for goods or services purchased with your card, you will accept these refunds as credits to the purchase. We do not control when a merchant send us your refund. We will also have a reasonable amount of time after we receive your refund to process it.

**Default.** You will be considered to be in default of the agreement with us if:

- 1) You do not make any minimum payment or other required payment by the date when it is due;
- 2) Any payment you make is rejected, not paid, or cannot be processed;
- 3) You die, file for bankruptcy, legally declared incompetent or incapacitated, or become insolvent, that is, unable to pay your obligations when they become due;
- 4) You make any false, incomplete, or misleading statements in any credit card application or credit update or you otherwise tried to deceive us;
- 5) You do not comply with any term of this agreement or any other agreement with us;
- 6) You permanently reside outside of Guam;
- 7) We believe that something happened that may substantially reduce your ability to repay what you owe.
- 8) You exceed the credit limit established.

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 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. You must pay us all of our collection expenses, attorney's fees, and court costs unless the law does not allow us to collect these amounts.

**Tax Liability.** Earning cash rewards may result in tax liability. Any applicable federal, state, or local tax obligations related to the Cash Rewards Card are your sole responsibility. Please consult your tax advisor concerning any such information or other tax consequences related to your participation in the program. Tax reports, if any, will be made to the tax identification number of the primary cardholder and not to the tax identification number of any of the other users of the account.

**Communications.** We may contact you from time to time regarding your account. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

- 1) Contact you by mail, telephone, email, fax, recorded message, or personal visit;
- 2) Contact you at your home and at your place of employment;
- 3) Contact you on your mobile telephone;
- 4) Contact you at any time or frequency;
- 5) Leave messages on your answering machine/service and with others;
- 6) Identify ourselves, your relationship with us, and our purpose for contacting you even if others might hear or read it.

If you ask us to discuss your account with someone else, you must provide us with documents that we ask for and that are acceptable to us.

**Credit Report.** We may provide information about you and the account to consumer credit reporting agencies and others as provided in our Privacy Notices. Information, we provide might appear on your and the Authorized Users' credit reports. This could include negative information if you do not comply with the terms of this agreement. We may obtain and use credit and income information about you from consumer credit reporting agencies and others as the law allows.

**Liability for Unauthorized Use – Lost/Stolen Card Notification.** You will take reasonable steps to prevent the unauthorized use of your credit card and account. You agree to notify us immediately, either orally or in writing at 450 Route 8, Maite, Guam 96910 or telephone (800) 233-8120, of the loss, theft, or unauthorized use of your credit card. You may be liable for the unauthorized use of the Credit Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. Your liability for unauthorized use of the card will not exceed the lesser of \$50 or the amount of money, property, labor, and services obtained by the unauthorized use before notifying us. If we reimburse your account for unauthorized charges made using your card, you will help us investigate, pursue, and get reimbursement from the wrongdoer. Your help includes giving us documents that we ask for and that are acceptable to us.

**Closing or Suspending Your Account.** You may ask us to close your account by calling and writing us as described on your statement. Your statement will provide additional information about this process, and we may also separately provide you with additional details after your request. This might include payment information. If you use your card or charges are posted to your account after you ask us to close it, we may keep it open or reopen it. We may terminate this agreement at anytime, but termination by you or us will not affect your obligation to pay the account balance plus any finance and other charges you owe under this agreement.

We may close or suspend your account and your right to obtain credit from us. We may do this at any time and for any reason, as permitted by law, even if you are not in default. A suspension of your account might be permanent or temporary. If your account is closed or suspended for any reason, you must stop using your card. We will not do this for you. If we close or permanently suspend your account, you must also destroy all cards. The cards you receive remain the property of Coast360 and you must recover and surrender all cards upon request or upon termination of this agreement whether by you or Coast360. We have the right to require you to pay your full account balance at any time after your account is terminated.

**Foreign Transactions.** Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by VISA International. The currency conversion rate used on the processing date may differ from the

rate that would have been used on the purchase date or cardholder statement posting date. We do not currently adjust the currency exchange rate or change any additional currency conversion fees.

**Joint Accounts.** If this is a joint account, each person on the account must sign the agreement (by signing on the application). Each of you will be individually and jointly responsible for paying all amounts owed under this agreement. This means that Coast360 can require any one of you individually to repay the full 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.

**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.

**Waiver.** We will not lose any of our rights if we delay taking any action for any reason or if we do not notify you. For example, we may waive your interest charges or fees without notifying you and without losing our right to charge them in the future. We may always enforce our rights later and may take other actions not listed in this agreement if the law allows them. You do not have to receive notice from us of any waiver, delay, demand, or dishonor. We may proceed against you before proceeding against someone else.

**Changes to Your Agreement.** At any time, we may add, delete, or change any term of this agreement unless the law prohibits us from doing so. We will give you notice of any changes as required by law. If we do not notify you of changes, we will send you a separate notice or inform you on your statement. We may send this notice to you electronically as permitted by law. Our notice will tell you when and how the changes will take effect and describe any right you have in connection with the changes.

We may increase your Fees after the first year of the account. Also if your payment is not received within 60 days after the payment due date, we may suspend your credit limit and increase your fees for existing balances and new transactions at any time. We may change any other terms of your account at any time.

**Change of Address.** If you are receiving paper statements, we will send all account statements and any other notices concerning this account to your address as shown on our records. If you change your address, you must notify us of your new address immediately. If you are receiving electronic statements, you must immediately notify us of any change to your email address.

**The Law that Applies to Your Agreement.** We make decisions to grant credit and issue you a card. This agreement will be interpreted using Guam law. Federal law will be used when it applies. You waive any applicable statute of limitation as the law allows. Otherwise, the applicable statute of limitations period for all provisions and purposes under this agreement (including the right to collect debt) will be the longer period provided by Guam. If any part of this agreement is found to be unenforceable, the remaining parts will remain in effect.

**Statements and Notices.** Statements and notices will be mailed to you at the most recent address you have given Coast360. Notice sent to any one of you will be considered notice to all.

**Final Expression.** This agreement is the final expression of the terms and conditions of this VISA line of credit between you and Coast360: this written agreement may not be contradicted by evidence of any alleged oral agreement.

**Copy Received.** You acknowledge that you have received a copy of this agreement.

#### **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 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.

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 (3) business days before the automatic payment is scheduled to occur.

#### **Your Rights and Our Responsibilities After We Received 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. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't 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 merchants, 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 purchase in 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 and operate the merchant, or if we mailed you the advertisement for the property or services.

