



P.O. Box 9002, West Jordan, UT 84084 | (801) 260-7600

Line of Credit Agreement

This Agreement covers your Overdraft Line of Credit with Cyprus Federal Credit Union. In this Agreement the words you and your mean each and all of those who sign this agreement. We, us and ours mean Cyprus Federal Credit Union. Account means your Overdraft Line of Credit Account with us. You agree that by signing this Agreement that you have accepted and agreed to all of the following terms, as amended from time to time. Any plural term used in this Agreement shall be deemed singular if context and construction so require. Any singular term used in this Agreement shall be deemed plural if context and construction so require.

1. Responsibility. You agree to repay all amounts due and the FINANCE CHARGE arising from the use of the account. Your obligation to pay the account balance continues even though an agreement, divorce decree, or other court judgment may direct you or one of the other persons responsible with you for transactions he or she makes and any fees.

2. Credit Line. We have established a self-replenishing Line of Credit for you and have notified you of its amount on your statement. We retain the right to increase or decrease your Line of Credit at any time for any reason. We will notify you of the increase or decrease by separate notice or on your periodic statement. 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 contacting us, and approval by a loan officer.

By giving you written notice we may reduce your Credit line. Good cause includes your failure to comply with this Agreement, or our reevaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay all the amounts due plus FINANCE CHARGES.

3. 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 reporting agencies and creditors who inquire of us about your credit standing.

4. Monthly Payment. We will mail you a statement every month showing your Previous Balance of advances, the current transactions on your account, the remaining credit available under your Credit Line, the New Balances of advances, the Total New Balance, the FINANCE CHARGE, any other billed fees, and the Minimum Payment required. Your statement will show the required payment you must make for that statement and the date it is due. By separate agreement you may authorize us to charge the minimum payment automatically to your Share Savings or Checking Account with us. You may pay more frequently, pay more than the Minimum Payment or pay the Total New Balance in full, and you can reduce future FINANCE CHARGES by so doing

The Minimum Payment will be either (a) 2.5% of your Total New Balance, or \$25.00, whichever is greater; or (b) your Total New Balance, if it is less than \$25.00, 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 Line of Credit, you must immediately pay the excess amount. We will apply your payments first to the FINANCE CHARGE on both purchases and withdrawals, then to any billed fees, then to the principal balance of purchases and withdrawals.

5. Finance Charges. Your interest is calculated by multiplying the applicable daily rate times the average daily balance of purchases and withdrawals. The daily rate is calculated by dividing the applicable rate by 365. The principal balances of purchases and withdrawals are determined each day during the statement period, beginning with the principal portion of your Previous Balances, reduced by payments you make and credits we apply, and increased by purchases and withdrawals you make and debit adjustments we make during the statement period.

a. Notice to Military Applicant: The Credit Union is required to verbally provide to you a description of your payment obligation related to this line of credit. To listen to this verbal explanation, you may call the Credit Union toll free at (800)929-7787.

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

6. Default. You will be in default if you fail to make any Minimum Payment within 10 days after your statement due date. You will also be in default if your ability to repay us is materially reduced, you are a debtor in a bankruptcy or insolvency proceedings, you pass away, you fail to abide by this 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. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorneys' fees.

7. Foreign Transactions. Cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The conversion rate will be made in accordance with the operating regulations for international transactions established by VISA International, Inc. VISA has the right to assess a Foreign Conversion Fee. This fee could be to 1.0% of the transaction amount.

8. Cash Advances. Cash advances will begin charging interest on the date of the transaction.

No Cyprus Credit Union employee or agent will request a cardholder to divulge their PIN in an oral or written manner.

9. Cross Collateral Agreement. You hereby pledge as security for the Line of Credit, any collateral that you have pledged as security on any other existing loan or advance at the credit union or which you will pledge as security in the future. Understand that this is referred to as a cross collateral agreement, and that you knowingly and voluntarily grant the credit union foregoing described security interests.

10. Lien and Right to Setoff. You hereby grant us a lien and right to setoff on all shares and accumulated dividends in any individual, joint, multiple party, or transaction accounts in which any of you has any interest. We may exercise out lien rights without notice. The lien hereby created shall be a lien on the future amount in any accounts and is a possessory lien.

11. 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 the advance written notice as 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.

12. Late Charge. A late charge of 5% of the payment or \$25 whichever is greater, shall be charged on any payment or partial payment not made within 10 days after its due date.

13. Final Expression. This agreement is the final expression of the terms of this Account between Cyprus Federal Credit Union and the member(s)/borrower(s)/user(s); this written Agreement may not be contradicted by evidence of any alleged oral agreement.

14. Illegal Transaction. Accounts cannot be used for online gambling or any other illegal activity. The creditor cannot be held liable for these transactions.

15. Your Billing Rights. The following is 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 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 bill automatically from your share savings or checking 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 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 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

16. Copy received. You acknowledge receipt of a copy of this agreement.

17. Share Secured. If this is a share secured VISA account, all amounts in any accounts at the Credit Union are pledged and assigned as security for any amounts owed. A specific amount may be held as security and cannot be withdrawn. In the event of default, the Credit Union may apply any amounts in any accounts you are associated with, without notice or legal process to the entire unpaid account balance, costs, fees and other amounts due.

18. Application of Payment. The Credit Union reserves the right to apply any payment made by you or any other loan or debt which you now or in the future may owe the Credit Union whether as maker or co-maker, co-signer or guarantor. Each payment shall be applied as follows; first, to accrued costs of collection, including reasonable attorney's fees; second, to payment made by us to preserve any collateral securing this or other Agreement with us; third, to any other payments made by us and provided in this Agreement or in any trust deeds, security agreements, guaranties, liens, or pledges securing payment of this Agreement; fourth, to any late charges; fifth, to accrued interest; and sixth, to principal. This application of payment applies even if you have made a different designation on or with payment.

No Cyprus Credit Union employee or agent will request a cardholder to divulge their PIN in an oral or written manner.