



## Albina Community Bank Credit Card Agreement

**CREDIT CARD AGREEMENT:** This agreement contains the terms which govern the use of your Visa credit card ("Card") and corresponding account ("Account"), and outlines your responsibilities and ours. You do not have to sign the Agreement, but once you have accepted, signed or used the Card or the Account, the Agreement will be in force. Please read it in its entirety and keep it for your records.

Contact us for any changes to the cardholder agreement since it was printed. You may call us toll-free or write to us at the phone number or address printed on your Statement.

**USE OF ACCOUNT:** You authorize us to pay for your Account items representing the following transactions:

1. Purchases or leases of goods and services ("purchases") made using the Card.
2. Advances ("advances") in any of the following forms:
  - Cash advances obtained from financial institutions, automatic teller machines (ATMs) or other means through the use of the Card.
  - Balance transfer transactions.

We have no responsibility for failure of any machine, merchant financial institution or any other party to honor your Card.

Additionally, you agree that you will not use your Card in any illegal transaction.

**PROMISE TO PAY:** You promise to pay all amounts due on your Account. If your Account is a joint account, you and your joint account holder promise to pay and are jointly and individually responsible for all amounts due on the Account. If you let someone else use the Account, you and any joint account holder are responsible for all charges made by that person, whether or not you have notified us that the person will be using your Account and whether or not the amount of the actual use exceeds your permission.

**CREDIT LINE:** You will be advised of the credit line applicable to your Account. You promise not to allow your outstanding balance to exceed your credit line. However, if you exceed your credit line, we can still charge you for all purchases and advances without giving up any of our rights and we can require that you immediately pay to us any amount in excess of your credit line. We can increase or decrease your credit line at any time without prior notice. We may from time to time establish limits on the amount of advances that may be charged to your Account. You will be notified of any such limits.

**MINIMUM PAYMENT – APPLICATION OF PAYMENTS:** You must pay at least the Minimum Payment each month by the date shown on your Statement. The Minimum Payment will be the larger of: (a) \$20.00 or (b) 3% of the New Balance shown on your statement (rounded upward to the nearest dollar) plus any amounts that are late or in excess of your credit line. If your New Balance is less than \$20.00, you must pay us the total New Balance. In addition, you may pay any part or all of the total balance of your account at any time without incurring any prepayment charge. If you pay more than the Minimum Payment, you must still pay at least the Minimum Payment each time we send you a Statement.

With regard to each payment, we will decide the order in which purchases, cash advances, finance charges, fees, and costs are paid, subject to any restrictions under applicable law. We may allow you, from time to time, to skip one or more monthly payments, and we will notify you when this option is available. If you elect to skip a payment, finance charges will continue to accrue, and the requirement to make a Minimum Payment each month will resume following the skip payment period.

**STATEMENTS:** We will send you a statement at the end of each Billing Cycle when your Account has a debit or credit balance of more than \$1.00 or if a finance charge has been imposed or as required by applicable law ("Statement"). We send only one Statement for all cards with your account number. (If there are two or more of you, we send the Statement to the first applicant listed on the application). Each Statement covers a Billing Cycle. "Billing Cycle" means the days between the closing date shown on the last Statement we sent you and the closing date on your current Statement.

**CLOSING DATE:** The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

**ANNUAL FEE:** If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill, to the address found at the top of the first page of the Statement under the financial institution's name. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to the address.

**NEGATIVE CREDIT REPORTS:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**FINANCE CHARGES:** Separate finance charges for purchases and cash advances are determined by multiplying the periodic rate by the separate average daily balance for purchases and cash advances. 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, credits, non-accruing fees and unpaid finance charges. 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.

**PURCHASES:** Average Daily Balance (including current transactions). To avoid incurring an additional Finance Charge on the balance of purchases reflected on your monthly statement and on any new purchases appearing on your next monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

**CASH ADVANCES:** Average Daily Balance (including current transactions). To avoid incurring an additional Finance Charge on the beginning balance of cash advances reflected on your monthly statement, you must pay the Beginning Balance shown on your monthly statement on or before the Payment Due Date. No grace period is provided for current cycle transactions.

**FEES:** We may charge your Account for the following fees. The application and payment of a fee will not correct the situation which caused the fee to be charged.

**Late Payment.** We may charge a \$20.00 late fee to your Account if you do not pay at least the Minimum Payment on or before the stated due date. We may charge an additional late fee for each Billing Cycle that your account is past due.

**Returned Payment.** If you make a payment on your Account with a check and that check is not honored by the financial institution on which it is drawn, we may charge you a fee of \$20.00.

**Cash Advance Fee.** We will add an additional finance charge to your Account each time you obtain a cash advance. This additional finance charge will be 4% of the amount of the cash advance with a minimum of \$5.00.

**Balance Transfer Fee.** We will add an additional finance charge to your Account each time you do a balance transfer. This additional finance charge will be 4% of the amount of the transfer with a minimum of \$5.00.

**ENTIRE BALANCE DUE:** If you fail to make a required payment when due or break any other promise under this Agreement, we can declare the entire balance of your Account due and payable at once without notice or demand. We can also do this if you make any false or misleading statements on your application or if you die or file bankruptcy.

**COLLECTION COSTS:** To the extent permitted by applicable law, you agree to pay all costs and disbursements, including reasonable attorney fees, incurred by us in legal proceedings to collect or enforce your indebtedness.

**CREDIT INFORMATION:** You authorize the Bank to investigate your credit standing when opening or reviewing your Account. You authorize the Bank to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

**LOST OR STOLEN CARD OR CONVENIENCE CHECKS:** If a Card is lost or stolen, you must tell us at once. You must also tell us at once if you think someone used a Card without your permission. You may either write us a letter or call us at the address and phone number shown on your Statement. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen card. This additional limit on liability does not apply to ATM transactions, transactions using your Personal Identification Number (PIN) which are not processed by VISA, or to commercial cards.

**WE MAY TRANSFER YOUR ACCOUNT:** We may transfer your Account and our rights under this Agreement to another person or company. That person or company will take our place in this Agreement. You must pay them the amount you owe on your Account (instead of paying us) if they ask you. You may not transfer your Account or your rights under this Agreement to any person or company.

**CANCELLATION:** We can cancel your Account, refuse to allow further transactions, or revoke your Card at any time without prior notice. You can cancel your Account by writing us. In either case, you agree to return all Cards cut in half to us. Of course, cancellation of your account won't affect your liability to us for credit we have extended to you until paid in full, including all outstanding balances, finance charges and fees.

**FOREIGN TRANSACTIONS:** Charges from foreign merchants and financial institutions may be made in a foreign currency. We will bill you in U.S. dollars based on the exchange rate on the day we settle the transaction, plus any special currency exchange charges that may be imposed by us, the VISA network and/or by any third-party used to complete the transaction. The exchange rate applied to each such transaction is (1) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or (2) the government-mandated rate in effect for the applicable central processing date. Because of the special charges and possible differences in exchange rates between the time we settle and the time you initiated the transaction, the charge for a foreign transaction may be less than or greater than the cash advance or purchase at the time it was made.

Regardless of whether the transaction is made in foreign currency or in U.S. dollars, additional fees may apply to all international transactions using the Card. International transactions are defined as transactions that are initiated outside the United States or its territories. You will be billed for any international transaction fees that may be imposed by us, the VISA network and/or by any third-party used to complete the transaction.

**CHANGE OF TERMS:** We can change the term of this Agreement at any time provided we send you notice at least forty-five (45) days prior to the effective date of the change. If the change will increase the Finance Charges or Fees, notice shall be sent at least forty-five (45) days prior to the effective date and may become effective as of the first day of your billing period during which the effective date occurs unless you give us written notice that you do not agree to the change within forty-five (45) days of the date of the mailing. If you give us such written notice, you will be permitted to pay the outstanding unpaid indebtedness in your Account as of the effective date under the terms of the Agreement governing your Account at the time our notice was given. If you use your Card after the effective date, you will be considered to have agreed to the new terms even if you have sent us such written notice. At our option we may also make any such change if you elect to use your account after the effective date of the amendment. Changes which we make can apply to all outstanding unpaid indebtedness and to any future transactions on your Account.

**TELEPHONE CALLS – MONITORING:** You agree that if you are past due or in default, you will accept calls from us regarding the collection of your Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law.



**Albina Community Bank  
Credit Plan Terms & Conditions  
And  
Your Billing Rights**

ANNUAL PERCENTAGE RATE FOR PURCHASES & CASH ADVANCE	ANNUAL MEMBERSHIP FEE	GRACE PERIOD FOR PURCHASES	METHOD OF COMPUTING THE BALANCE	MONTHLY PAYMENT
<b>11.99%</b>	None, or \$60 with Scorecard	25 Days (to avoid periodic finance charges on purchases, the total payoff amount must be received by the payment due date)	Average Daily Balance (including new purchases)	Minimum 3% of new balance but not less than \$20.00
LATE PAYMENT FEE	RETURN PAYMENT FEE	BALANCE TRANSFER FEE	CASH ADVANCE FEE	
Up to \$20.00	Up to \$20.00	Up to 4% of the amount of the transfer; \$5.00 minimum fee	Up to 4% of the amount of the transfer; \$5.00 minimum fee	

**Because rates and terms are subject to change, you may contact us for the current information by calling 1-800-922-5086.**

**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 and applies to all credit card accounts.

**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 bill automatically from your 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 (3) 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 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 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 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 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 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 do not follow these rules, we cannot collect the first **\$50.00** 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 service 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. 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 mailing address; and
- (b) The purchase price must have been more than **\$50.00**.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.