

Overdraft Line of Credit Agreement

This Agreement covers your Alpine Credit Union Spending Account Overdraft Line of Credit. In this Agreement, the words YOU and YOUR mean each and all of those who use the Spending Account. WE, US, and OUR means Alpine Credit Union. CARD means the VISA Debit Card. ACCOUNT means your VISA Spending Overdraft Line of Credit with us. If you request, sign, use or permit anyone to sign or use any Card issued to you, you acknowledge and agree to all the terms of this Agreement.

1. You authorize us to investigate your credit standing when opening or reviewing your account. And you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing to the extent of our policies and the Law.
2. Each authorized individual signed on your account is jointly and severally responsible for use of the Card and the Spending Account. You are responsible for charges made by anyone else to whom you give the Card. Your responsibility for use of the Card and the Spending Account continues even though an agreement, divorce decree or other court order may direct you or another person to be responsible for the account.
3. We will provide you a statement of your account monthly. The statement will contain previous balances; the current transactions on your account; the remaining credit available under your Overdraft Line of Credit; the total new balance, and the minimum payment required, if any. The minimum payment will be either (a) \$30, or (b) your total new balance, if it is less than \$30 plus (c) any portion of the minimum payment shown on prior statements which remains unpaid.
4. Average Daily Balance Method (Including Current Transactions).
We figure the finance charge on your account by applying the periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance" we take the beginning balance of your account each day, add any new purchases, advances, or loans, subtract any payments or credits, and add 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. This gives us the "average daily balance."
5. The Overdraft Line of Credit APR is 18.00% with a daily periodic rate of .0493%.
6. You will be in default if you fail to make any minimum payment within 15 days after your payment due 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, 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 subject to our giving you any notice required by law, and to the extent permitted by law. You will also be required to pay our collection expenses, including court costs and reasonable attorney's fees.
7. The Credit Union may charge fees in connection with the Card and this Agreement. Any fee is set forth in the Credit Union's Fee Schedule.
8. The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have established an Overdraft Line of Credit with sufficient available funds. If there are sufficient funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds at the Credit Union's discretion. The Credit Union may also refuse to allow a withdrawal in other cases: for example, a legal garnishment or attachment served; the account funds are security to an obligation to the Credit Union; or you fail to pay a Credit Union loan on time.
9. We authorize and pay transactions using the available balance in your account. We may place a hold on deposited funds in accordance with our Funds Availability Policy, which will reduce the amount in your available balance. The available balance for checks, ACH items, and recurring debit card transactions is comprised of the ledger balance, less any holds on deposited funds and any debit card holds, plus the amount of any Courtesy Pay limit and any available Overdraft Line of Credit. If you have not given consent for the authorization and payment of overdrafts caused by ATM and everyday debit card transactions, the available balance for these transactions is the ledger balance, less any holds on deposited funds and any debit card holds, plus any available Overdraft Line of Credit, but does NOT include the Courtesy Pay Limit. If you have given us your prior consent to authorize and pay overdrafts for ATM and everyday debit card transactions, the Courtesy Pay Limit is included in the available balance for authorizing and paying these transactions.

We will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends, the funds will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the available balance, an Overdraft Fee may be assessed.

10. If the available funds in your Spending Account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with the overdraft procedures, or an overdraft plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds item. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts at any time. If the Credit Union pays a check or purchase that would otherwise overdraw your account, you agree to pay the Overdraft Line of Credit immediately. The Credit Union may charge a fee for an insufficient funds item whether paid or returned as set forth in the Fee Schedule. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.
11. You hereby 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 against all shares, deposits, and accumulated dividends or interest in all individual, joint, multiple party or transaction accounts in which any of you has an interest. The Credit Union may exercise its lien rights without notice.
12. The Credit Union may charge fees in connection with the VISA Debit Card and the Spending Account. These fees are set forth in the Credit Union's Fee Schedule. These fees may be amended by the Credit Union as allowed by law.
13. All forms used with your Spending Account are subject to approval by the Credit Union. The forms would include checks, deposit slips, and other transaction forms. The Credit Union shall not be responsible for any loss resulting from the use of forms not approved by the Credit Union.
14. The cost of check orders is paid by you. The actual cost of checks will vary depending on style and quantity ordered.
15. Non-cash deposits are subject to the terms of the Credit Union's Funds Availability Policy. All deposits are accepted as collection items subject to final payment.
16. This Agreement is the final expression of the terms and conditions of use for the Overdraft Line of Credit between you and the Credit Union. This written Agreement may not be contradicted by evidence of any oral agreement.
17. You acknowledge receipt of a copy of this Agreement.

The following applies to your Overdraft Line of Credit Account:

| Interest Rates and Interest Charges | |
|-------------------------------------|---|
| APR for Cash Advances | 18% |
| Minimum Interest Charge | None |
| Paying Interest | You will be charged interest from the transaction date. |

| Fees | |
|----------------------|------|
| Late Payment Fee | \$20 |
| Returned Payment Fee | \$25 |

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

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:

Alpine Credit Union
P.O. Box 217, Orem, UT 84059
You may also contact us at: service@alpinecu.com

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** 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* or electronically. 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.