# B|E|C|U 

# BECU CREDIT AND SECURITY AGREEMENT 

Personal Line of Credit and Credit Card Agreement, Disclosures, and Billing Rights Statement

## Effective February 2024

PO Box 97050, Seattle WA 98124-9750 or toll-free 800-223-2328

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## I. CREDIT AND SECURITY AGREEMENT

## A. PERSONAL LINE OF CREDIT AND CREDIT CARD

This Credit and Security Agreement ("Agreement"), which includes Truth in Lending Act and Fair Credit Billing Disclosures, governs your consumer loan plan ("Plan") with Boeing Employees' Credit Union ("BECU"). Your Plan involves open-end personal line of credit and credit card extensions of credit for personal, family, or household purposes. In this Agreement the words "you," and "your" mean any person who signs in acceptance of the Plan and the words "we," "us," and "our" mean BECU. When you sign as a loan applicant, you agree, jointly and severally with any other person who signs as a loan applicant (thus establishing a "Joint Plan"), to be bound by all the terms and conditions set out in this Credit and Security Agreement, as amended from time to time, in any credit voucher and in any disclosures or statements of terms and conditions accompanying any access devices given with any future credit advances, which shall collectively govern your Plan and are incorporated herein by reference. While you may not have requested or been approved for a particular advance or device under your Plan, you agree that if at any time in the future you request or are approved for any such credit advance or device, your relationship with BECU for that account will be governed by these agreements.

1. How the Plan Works. The Plan is an open-end credit plan, including either or both a personal line of credit or credit card. We contemplate that, from time to time, you will use your Plan to borrow money from us ("credit advance"). To borrow under the Plan you must activate each of the Plan's credit accounts individually. You may do this by submitting a credit request as explained below. If your request is approved, we will furnish you with a credit voucher providing information about your credit limit, annual percentage rate, any other applicable fees or charges, and any additional terms and conditions. In this Agreement, the capitalized word "Credit Voucher" means the document titled "Credit Voucher and Opening Disclosures" for a personal line of credit loan ("Line of Credit") or "BECU Visa Credit Voucher and Opening Disclosures" for a Visa ${ }^{\circledR}$ credit card ("Card").
2. Plan Accounts. The BECU Consumer Lending Rates and Related Disclosures (the "Disclosures") include important information about the credit extensions and advances we offer (called "accounts" or "loans") and includes the range of rates that may be imposed under the Plan. Certain account transactions under the Plan, such as line of credit advances or credit card transactions, are also subject to additional terms described later in this Agreement that may vary from the general Plan terms set out below.

## In this Agreement, the capitalized word "Loans" means extensions of credit under your Line of Credit and/or Card.

3. Account Establishment and Access. You may submit a credit request in any manner authorized by us. When you sign as a loan applicant on BECU's Master Credit Application, BECU will establish a Plan under which you may, at your option, request to establish personal line of credit and/or credit card accounts. When you have multiple active Plans (for example, a Joint Plan with one co-applicant and another Joint Plan with a different co-applicant) and you make a credit request, it is your responsibility to inform us under which of these Plans to establish your account. From the date of the Plan application, we may require that you update the information you submitted to us when you established your Plan in order for us to evaluate your credit request. If you already have a Line of Credit and you request and qualify for a Credit Card, or if you already have a Credit Card and you request and qualify for a Line of Credit, we will establish a new account under your Plan. We are not required to establish an account under the Plan when you submit a credit request, and we may also refuse an advance request at any time.
4. Joint Plans. Each time you submit a credit application for another personal line of credit and/or credit card with a different co-applicant, you request that another Joint Plan be established for you. You understand and agree that while a Joint Plan is in effect, you and the co-applicant of the Joint Plan: (a) has each authorized the other to individually request, authorize, or receive credit advances; (b) has each agreed to be jointly and severally liable for repayment of all amounts owed and for any loans obtained; and (c) has each agreed to all of the loan terms and conditions, even if you did not specifically authorize or request the credit advance or receive any benefit from it. If any one of you does not wish any future loans under the Plan or is unwilling to be personally liable for them, any one of you must write to BECU to terminate the Plan and the termination will be effective as to all of you.

## 5. Summary of Joint Plan Consequences.

After credit approval, each of your joint applicants shall have the right to use any account under a Joint Plan to the full extent of any credit limit set by BECU for the Joint Plan, and you will be liable for all amounts of credit
extended under this account to all of your joint applicants.
6. Credit Limit. If we establish a Line of Credit and/or Card account in response to your credit request, we also will establish a credit limit on this account and may establish a separate credit limit on cash advances from this account. You agree not to attempt to obtain more credit than the amount of the applicable credit limit. If you temporarily exceed your credit limit, you understand such credit does not increase your credit limit and you agree to pay us that excess amount and applicable finance charges, immediately. We can increase or decrease either credit limit at our discretion. We will notify you in writing on a Credit Voucher, on your statement, or by separate notice if the amount of either credit limit goes up or down. We may reduce a credit limit, suspend your credit privileges, close your account or Plan or otherwise terminate your ability to use your Plan. We may do this at any time and for any reason, subject to applicable law. Your obligations under this Agreement continue even after we have done this. You may cancel your credit limits established for applicable loans upon written request to BECU. If your account is suspended, you must immediately return any authorized access devices, including credit cards. Any use of an account, access device or service after suspension will be considered fraudulent.
7. Promise to Pay. You promise to pay BECU the total of all credit advances on each account (including any credit advances requested by any co-borrower or by any authorized user of a credit card), finance charges, and other amounts set forth in this Agreement and any Credit Voucher on the payment terms set forth below. This includes any requests for payments to a third party or for payment or deposit to your savings or checking account. Payments must be made in U.S. Dollars.
a. Payment Methods. You promise to make your periodic payment for Line of Credit accounts under this Agreement by automatic transfer from shares or deposits, and for Card accounts by such automatic transfer or by direct deposit, personal check, draft, electronic funds transfer, or wire transfer. If you pay by automatic transfer, you understand that it is your responsibility to be sure that there are adequate funds in your account to satisfy the payment on the specified date or your loan will become past due. You must make your scheduled payments on loans under this Agreement regardless of the payment method you select to make payments.
b. Minimum Payment. You agree that, on or before the due date indicated on your periodic statement, you will pay at least the minimum payment that is required under this Agreement and is specified on the periodic statement. The method of determining this amount is set forth in Section 2.d of Part B below for a Line of Credit and Section 12.b of Part C below for a Credit Card.
c. Prepayment and Irregular Payments. You may pay all or part of your loan(s) early, at any time, without paying any penalty. However, payments in excess of your minimum payment will not relieve you of your obligation to make your subsequent minimum payments on the dates when due. Instead of advancing your payment due date, a prepayment or early payment will reduce the principal amounts owing on your account. BECU reserves the right to refuse partial payments. We may accept late payments, partial payments and payments marked "payment in full" that are not sent to the following address without losing our rights under this Agreement. Without losing our rights under this Agreement, we may accept late payments, partial payments and payments marked "payment in full" that are not sent to the address set forth below.

## WITH REGARD TO ANY DISPUTED DEBTS, ALL PAYMENTS OF LESS THAN THE AMOUNTS REQUIRED UNDER THIS AGREEMENT, INCLUDING ANY CHECK OR INSTRUMENT TENDERED AS FULL SATISFACTION OF A DEBT, SHALL BE SENT ONLY TO THE ATTENTION OF:

## Risk Management Representative - Payment on Disputed Account

 BECUP.O. Box 97050

Seattle, WA 98124-9750
8. Periodic Statements. If your account has an outstanding debit or credit balance in excess of $\$ 1$ at the end of a billing cycle/ statement period, we will send you a statement to the address shown in our records reflecting balances and activity in that account. The amounts shown on your monthly statement as available credit do not take into account Purchases, Balance Transfers, Cash Advances, interest charges, fees, any other transactions, or credits which post to your account after the Closing Date of that monthly statement.

## 9. Lien and Security Agreement

BECU Lien. You agree BECU has a lien on all your shares, deposits, and dividends in all joint and individual accounts held by you, now and in the future, to the extent of your obligations to BECU. You agree that BECU's lien is independent of any security agreement and BECU may enforce its lien in any manner, at any time allowed by applicable law. You agree that you own any shares pledged and that there are no liens against them other than
ours. BECU may, at its sole option, allow you to withdraw a portion of your shares or deposits without affecting its security interest.

Pledge of Shares, Deposit Accounts and Certificates of Deposit. By completing and signing the Plan application, you signify your specific intent to pledge to us and to grant us a security interest in all your individual and joint BECU shares, deposit accounts, and certificates of deposit in which you have an interest, now or in the future, as security for all credit advances made under the Plan (including the credit card account). However, this pledge will not apply to retirement or other accounts to the extent that applicable law precludes the pledge of such accounts, or to loans secured by real property or a dwelling. You agree that we need not retain or possess any certificate or evidence of account to enforce our security interest. You authorize us, without further notice to you, to apply the balances in these account(s) to pay any amounts due under the Plan if you default.
10. Default. You will be in default under this Agreement if any of the following happens on any account:
a. you do not make a payment as required by this Agreement on or before the payment due date;
b. you exceed your credit limit without our permission;
c. you become subject to bankruptcy, incompetency or insolvency proceedings or you die;
d. if we believe (in our sole discretion, subject to applicable law) that there has been an adverse change in your financial condition or any time we reasonably deem ourselves insecure;
e. you make any untrue statements or omissions or provide false signatures on any application or financial statement furnished to BECU or fail to provide us financial information we request;
f. your payment is dishonored by your financial institution for any reason;
g. you violate or fail to comply with any term of this Agreement or any other agreement you have with BECU;
h. you default on any loan, account or other obligation that you have with us, including loans which are not part of the Plan, will constitute default under this Agreement, or
i. you no longer qualify for BECU membership.
11. Upon or Following Default. Upon the occurrence of any event of default under this Agreement, we have the right, subject to applicable law, to terminate or suspend your credit privileges under this Agreement, to require repayment and to change the terms of your account and this Agreement. In requiring repayment, we may demand that you immediately pay the entire unpaid balance of all your loans under your Plan, increase the minimum payments, and/or may apply any loan account payment to any outstanding account balance under the Plan. BECU may start a collection action in the county in which BECU is located or where you reside if you live outside of Washington.
12. Reformation of Fees, Charges and Other Provisions. If any fee or charge, or any portion of any fee or charge, including but not limited to a finance charge or method of computing a finance charge, or any other provision of this Agreement, would but for this sentence be unlawful, the language of this Agreement shall be automatically reformed to eliminate any excessive or unlawful portion of such fee or charge and any such unlawful provision. In no event shall the fees charged under this agreement exceed the maximum allowed under applicable state or federal law, nor shall any provision in this Agreement be applied where it would violate any law, including but not limited to the Military Lending Act. If any other provisions of this Agreement or a related agreement are deemed unenforceable or invalid, the remaining provisions will remain in full force and effect.
13. Voluntary Payment Protection. We may offer Voluntary Payment Protection to you. Voluntary Payment Protection is not necessary to obtain credit. If you purchase Voluntary Payment Protection from us, you authorize us to add the fees monthly to your loan balance and charge you interest on the entire balance. At our option we may change your payment or the period of time necessary to repay the loan balance. The rate used to determine the fees may change in the future. If the rate changes, we will provide any notices required by applicable law.

## 14. Amendments

a. Plan Termination. You or any co-applicant may terminate your Plan at any time by calling us at 206-4395700 or, outside Seattle, at 800-233-2328 or writing us at the address on the first page of this Agreement. BECU may also terminate your entire Plan or any part of your Plan at any time. All other provisions of this Agreement shall otherwise remain in full force and effect until you pay all sums due us. You understand that terminating your Plan will not relieve you of your obligations on any outstanding loan balances at the time of
termination.
b. Plan Changes. You agree that BECU may, at any time, change any part of this Agreement (including but not limited to adding new provisions, deleting existing ones, or changing any other terms and conditions of this agreement relating to your Plan or account), provided we have given you notice in advance of the change, if required by law. Any notice of change in terms required by law will be sent to the last address appearing on the records of BECU, unless you notify us of the change in your address within a reasonable time prior to the notice being sent.
15. Attorneys' Fees, and Costs. You agree to pay BECU's internal and external costs, collection and other expenses such as expert witnesses, debt collectors, court costs, and reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees in any arbitration or mediation, on appeal, in any bankruptcy (or state receivership or other insolvency proceeding) and in any forfeiture or other proceeding, except to the extent that a liability for such costs or expenses is limited or prohibited by an applicable state statute. A Collection Charge will be imposed if we must telephone you, write to you, or make a personal visit due to any default on your part. All of these costs and expenses may be added to your present debt and a finance charge may be imposed on them at the highest rate applied to any of your credit advances. The security provisions in Section 9 of this Part A of the Agreement also secure payment of all these amounts.
16. Enforcement. BECU may delay enforcing any right under this Agreement without losing that right or any other right. In its sole discretion, BECU may charge and collect a lesser amount than that specified in this Agreement or in a related agreement or disclosure. The collection of such a lesser amount shall not bar BECU from renewing the collection of the full amount as so specified. In the event you die, we can collect any amounts outstanding under your Plan as immediately owed against your estate or against anyone who obtained an advance under your Plan.
17. Assignment. We have the right to assign and transfer our rights under this Agreement and any amounts you owe to us. The term "us" shall be deemed to include each and every immediate and successive assignee. You do not have the right to assign or transfer any of your rights, duties or obligations under this Agreement.
18. Notices. All notices and statements will be sent to the last address appearing on BECU records. You agree to advise us promptly if you change your mailing address. We can accept address corrections received from the U.S. Postal Service.

## 19. Credit Information/Financial Statements.

You authorize us to release information to others regarding the status and history of your Plan. You agree to provide us upon request at any time with a current financial statement or updated credit information requested in our sole discretion. You agree we may obtain credit reports, employment or investigative inquiries on you at any time, at our sole option, for any reason, including but not limited to determining your eligibility for other products and services or determining whether there has been an adverse change in your financial condition. If you ask, we will tell you whether or not we requested a credit report and, if we did, we will provide you with the name and address of the consumer reporting agency that furnished the report.
20. Governing Law. Our approval of this Agreement and of any credit extension or advance under this Agreement occurs in the state of Washington. This Agreement shall be governed by the Federal laws and the laws of the state of Washington as they each apply, except to the extent that, notwithstanding federal law, 12 U.S.C. $1785(\mathrm{~g})(1)$, an applicable state statute invalidates this choice of Washington law. In accepting the terms of this contract, you agree that venue for any action brought by you or brought by us to enforce the terms of the agreement is properly located in King County, Seattle, Washington, unless an applicable state statute invalidates such a choice of venue.

## B. ADDITIONAL TERMS APPLICABLE TO PERSONAL LINES OF CREDIT

This section contains additional terms and conditions pertaining to the overdraft protection personal line of credit account ("Line of Credit"). The terms and conditions in this section are in addition to and modify the terms and conditions of the Plan with respect to Lines of Credit. All other attributes, terms and conditions of the Plan, including but not limited to the security interest granted under Section 9 of Part A of this Agreement, are not modified by this section and will also govern your Line of Credit. In the event of an inconsistency between Part A and this Part B, the terms of this Part B shall prevail.

1. Joint Accounts. You understand that any joint account holder on your deposit account with checking account features, or any person authorized to use an access device for this account may access your Line of Credit and you and they agree to be jointly and severally liable for such transactions.

## 2. Promise to Pay

a. Responsibility. By using your account to engage in transactions after we furnish a Credit Voucher to you, you agree to the credit limit, annual percentage rate, any other applicable fees and charges, and any terms and conditions set forth in the Credit Voucher, which will be incorporated into and become part of this Agreement and will govern your Plan. Any person or entity that has accepted, signed, used, or authorized the use of a Line of Credit under the Plan, regardless of whether this person is named in the application or otherwise, agrees to be and is bound by the terms of this Agreement.
b. Payment Methods. Your required minimum payment will be made by automatic transfer from your savings or checking account at BECU. At any time, you may pay additional amounts by such automatic transfer or by personal check, draft, electronic funds transfer, or wire transfer.
c. Crediting Payments if Not Made by Automatic Transfer. Payments received at BECU, P.O. Box 97050, Seattle, WA 98124-9750 at or before 5:00 p.m. 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 p.m. Pacific Time, on a weekend or federal holiday will be posted to your account as of the next business day. Crediting to your account may be delayed up to five days if payment is received by mail at any other address or if mailed payment is not accompanied by any remittance slip or statement we provide.
d. Payment-Minimum Amount and Allocation. The Line of Credit minimum payment amount will be the greater of $\$ 25$ or $2 \%$ of the outstanding balance on your account at the end of the billing cycle statement period, which begins on the 17th day of the month and ends on the 16th day of the following month ("Ending Balance"). The Ending Balance does not include late payment fees but includes voluntary payment protection costs, returned payment fees and the cost of collection and attorneys due to your default. When credit availability is suspended or terminated, the minimum payment amount will be calculated for the remaining balance at $2 \%$ of the outstanding balance at the time of suspension or termination, and will be fixed at that amount until the balance is paid in full. Payments will be applied first to late payment fees and other fees and charges (other than finance charges), then to accrued finance charges, and the remainder, if any, to the balance, unless otherwise agreed to by BECU or required by applicable law.

## 3. Finance Charges

a. Penalty Rate. If, on this account or on any account that you have with us, you make any payment that is returned or your total Minimum Periodic Payment is not paid within 29 days of the payment due date (within 27 days during the February credit reporting period or 28 days for February reporting period in leap years), twice within any 12 month period, the ANNUAL PERCENTAGE RATE (APR) will be increased to the lesser of $19.9 \%$ or the highest rate allowed by law, unless this increase in APR as a result of default is invalidated by a state statute that is applicable notwithstanding federal law, 12 U.S.C. $1785(\mathrm{~g})(1)$. The Daily Periodic Rate (DPR) in this event shall be the APR divided by 365 (366 in a leap year). If your DPR (and corresponding APR) is increased as described, it may be subsequently reduced at our discretion after a minimum of twelve months at which time it is determined that no payment for any amounts owed BECU has been late during the 12-month period, and your other accounts with BECU are in good standing (current and non-negative). Rate changes shall be effective beginning on the first day on the next Billing Cycle following the late payment or determination. A loan whose rate is reduced will be subject to subsequent increases should future payment be missed in a manner described within this section. If the DPR and corresponding APR increase, the FINANCE CHARGE will increase and your minimum payment may be higher.
b. Timing of Finance Charges and Payments. You will be obligated to pay a finance charge that will begin to accrue as of the date on which any credit advance is made. There is no grace period in which you may avoid incurring a finance charge by paying off the balance. Credit advances may be directly deposited to one of your deposit accounts and will be subject to a finance charge from the date of deposit even if you do not withdraw the money immediately. Credit advances and payments made by automatic transfer will be posted to your account when made. When you make a payment during the period on which your monthly statement is based, then this statement will specify the amount of interest that you paid.
c. How to Determine Unpaid Daily Balance and Finance Charges. The unpaid daily principal balance is the amount of outstanding indebtedness that remains unpaid at the close of each business day after all transactions for the day are posted to your Line of Credit. Transactions are posted by subtracting the amount of any payments or credits (thus decreasing the balance) and adding the amount of any new advances plus
the cost of Voluntary Payment Protection, if any (thus increasing the balance). The daily principal balance will include any unpaid fees or charges including finance charges, unless otherwise forborne by BECU or prohibited by applicable law. We multiply this balance by the applicable daily periodic rate to calculate the daily finance charge, then add this charge to the daily finance charges for the other days in the period on which your monthly statement is based. The total finance charge is the sum of the daily finance charges during this period.
d. Determination of DPR and Corresponding APR. The DPR and APR for which you initially qualify now or in the future may depend on your credit qualifications, income, credit or employment history. The DPR and corresponding APR for each account under the Plan will be set forth in the Credit Voucher that is sent to you. Your rate on any account is subject to change with additional advances, based on your credit history. BECU may change the rates it offers from time to time and may review your credit qualifications periodically and adjust your DPR and corresponding APR based on changes in your credit qualifications. If you receive your initial Credit Voucher after the time of the initial advance on your account, then you may cancel the Line of Credit account without obligation if, within four business days of the date of your initial Credit Voucher, you provide BECU with written notice and return all of the funds that BECU initially advanced to you. If you use or retain the account funds after that date, you waive any right to cancel this Agreement.

## 4. Other Account Fees and Charges

a. A Late Payment Fee in an amount equal to $\$ 25$ or $5 \%$ of the minimum payment, whichever is greater, will be imposed on payments that are not paid or are paid ten (10) or more calendar days after the payment due date, except to the extent that a Late Payment Fee is allowed only in a lesser amount or after a longer number of calendar days according to a state statute that is applicable notwithstanding federal law, 12 U.S.C. 1785(g) (1).
b. A Returned Payment Fee in an amount equal to $\$ 25$ or the amount of the returned payment, whichever is smaller, will be imposed if any check, instrument or other item given as payment on your Plan is uncollectible or is dishonored for any reason, except to the extent that a Returned Payment Fee is allowed only in a lesser amount according to a state statute that is applicable notwithstanding federal law. Unless otherwise required by law, we are not obligated to attempt to collect any check more than once.
c. A Collection Charge will be imposed if we must telephone you, write to you, or make a personal visit due to any default on your part.

## 5. Advances and Access

a. Limitations on Credit Advances. You will receive a Credit Voucher showing the amount of the credit limit on your Line of Credit, which is the maximum amount you may draw upon without getting our specific approval for additional advances. You may access credit on your Line of Credit, repay any portion of the amount borrowed, and reborrow any portion up to your credit limit from time to time without limitation.
b. Overdraft Access. You may access your Line of Credit by writing drafts, and overdrawing your checking account or your deposit account with checking account features with us, as specifically designated by you for overdraft protection. We may, at our sole discretion, access this account on your behalf if you have scheduled automatic payments for which there are not sufficient collected funds in your checking account or your other deposit account(s). We will not do this if the advance to cover the scheduled payment would cause your credit limit to be exceeded. We will treat the overdraft as a request for an advance on your Line of Credit and we will allow such access subject to the terms of this Agreement. You understand that any owner on your checking account or your deposit account with checking account features may obligate you to overdraft advances. Line of Credit overdraft funds transfers will be made in $\$ 100$ increments (or the unused portion of the available credit limit if less than $\$ 100$ ) and will be transferred to your checking account or your deposit account with checking account features. You agree not to let the overdrawn balance exceed your approved credit limit. If you fail to meet any conditions of your checking account or your deposit account with checking account features, we may cancel your Line of Credit immediately without notice. In any event, you hold us harmless from any and all liability which might arise if the transfer does not occur. Transfers from deposit accounts will be governed by the Membership and Account Agreement. Transfers from a Line of Credit will be governed by this Agreement.
c. Suspension of Line. Your ability to draw upon the Line of Credit will be suspended immediately if: (1) the account specifically designated for overdraft protection by you is closed for any reason; (2) your automatic payment transfer to your Line of Credit is canceled for any reason; or (3) we determine that no Line of Credit advances have been made within ninety (90) days from the account establishment or within one (1) year from the last advance. You may request that your Line of Credit be reinstated, upon re-enrolling for automatic payment transfer and upon specifically designating a deposit account with checking account features for overdraft protection.
6. Change in Terms (including Finance Charges). You agree that we can change the terms of the Line of Credit (including but not limited to any of the examples of changes specified in Section 14.b of Part A of this Agreement) at any time upon proper advance notice to you, where required by law. Changes may apply to both new and outstanding balances.
7. Closing the Personal Line of Credit. You can cancel or close your account by either calling us at 206-4395700 or, outside Seattle, at 800-233-2328 or writing us at the address provided above. If you cancel the Account, the cancellation will terminate the overdraft protection the Account provides for any linked checking accounts. In addition, you must pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue finance charges and other fees or charges, and be subject to the terms and conditions of this Agreement.

## C. ADDITIONAL TERMS APPLICABLE TO CREDIT CARDS

This section contains additional terms and conditions pertaining to the credit card account of your Plan ("Card"). References to "Card" below relate to the account associated with the credit card and not only to transactions conducted through use of the physical credit card, other credit instrument or device which we supply to you, itself. The terms and conditions in this section are in addition to and modify the terms and conditions of the Plan. All other attributes, terms and conditions of the Plan, including but not limited to the security interest granted under Section 9 of Part A of this Agreement, are not modified by this section and will continue to govern your Card account. In the event of an inconsistency between Part A and this Part C, the terms of this Part C shall prevail.

## 1. Responsibility and Applicability of Terms.

Any person or entity that has accepted, signed, used, or authorized the use of a Card under the Plan agrees to be and is bound by the terms of this Agreement. In this Agreement, the word "Cardholder" means the applicant and coapplicant(s) for the Plan associated with the Card, and each authorized user of the Card ("User"), whether named in an application as a User, or otherwise. In this Part C of the Agreement, "you" means the Cardholder(s) associated with a particular Card account. The following additional definitions apply in this Part C and on your monthly statement.

New Balance: The sum of all of the unpaid Purchases, Cash Advances, Balance Transfers, finance charges, late payment fees, and any other fees or charges outstanding on the closing date.
Previous Balance: The sum of all unpaid Purchases, Cash Advances, Balance Transfers, finance charges, late payment fees, and any other fees and charges at the beginning of the billing cycle (it is the same amount that was shown as "New Balance" on the closing date on the statement for the preceding billing cycle).
Purchases: Transactions involving advances other than Balance Transfers and Cash Advances. Purchases may include Foreign Transactions, account charges, and adjustments associated with any transaction.
2. Liability. You will be liable for all credit obtained under your Card by any Cardholder. If there is more than one Cardholder, then each will be liable, jointly and severally, for all credit obtained through use of the Card. If two or more persons are responsible to pay any outstanding balance, we may refuse to release any of them from liability until all of the unexpired Cards issued pursuant to the Plan have been returned to us and the balance is paid in full. If you request us to issue a Card on your account to another person, or if you allow any person to have access to your Card or account number with your permission to make a charge, you will be liable for all charges made by that person, including charges for any Cash Advances or any Purchases from merchants or in amounts that you may not have intended the person to make. In addition, you will owe us finance charges and other fees and charges on these transactions, to the same extent as if you made them yourself.
3. Purchases and Cash Advances. Any Cardholder can use the Card for Purchases and Cash Advances. You may not use the Card for any illegal or unlawful transaction and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.
4. Balance Transfers. You may use your Card to transfer balances from other accounts to your Card with us ("Balance Transfer"). You may request a Balance Transfer by completing the balance transfer portion of the credit application, by completing and returning to us one of the balance transfer requests forms we may send you from time to time, or by writing or telephoning us. Interest begins to accrue as of the date a balance transfer is posted to your account. You agree that you will not make Balance Transfers payable to cash, to you, to any individual, to a deposit account, or to any BECU loan account and, if you do make any such Balance Transfer, BECU reserves the right to convert the transaction to a Cash Advance.
5. Daily Periodic Rate (DPR) and Annual Percentage Rate (APR). The DPR and corresponding APR used to calculate the FINANCE CHARGE for your Card will be stated in a Credit Voucher provided to you when you open your credit card account. (That document is a part of this Agreement.) After you open your account, rate information will be provided in periodic statements, Credit Vouchers, or notices that we send to you.
a. Variable Rates. A variable DPR and APR will be used to calculate the interest charge applicable to your account, after the expiration of any applicable introductory rate period. The APR will be based on the value of an index. The index will be the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal on the first business day of each month. This Prime Rate is a reference index and is not the lowest interest rate available. If The Wall Street Journal does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may substitute another index, subject to applicable law. To determine the APR that will apply to your credit card, we will add a margin to the value of the index. The current range of APRs that can apply is disclosed in the Disclosures. The margin and the corresponding APR applicable to your account will be stated in a Credit Voucher provided to you when you open your account and thereafter in Credit Vouchers or notices, and may depend on your credit qualifications, income, credit or employment history, product selection, or participation in a BECU rewards program. Your APR can change on the first business day of the billing cycle each month, based on the index rate in effect as of the first day of the prior calendar month. Increases or decreases in the U.S. Prime Rate will cause increases or decreases in the APR, resulting in increases or decreases in the interest charge, which in turn will affect the number of monthly minimum payments that are required to repay the interest due. There is no limit on the amount by which this variable APR can change in any month.
b. Introductory or Promotional Rate. If you have not previously received a BECU credit card and you establish a BECU credit card account, you may be eligible for an introductory rate or promotional rate. Any introductory rate, and the period for which it will be in effect, will be stated on the Credit Voucher provided to you when you open your credit card account. Any promotional rate, and the period for which it will be in effect, will be stated in a notice provided to you at the beginning of the promotional rate period. The introductory rate or promotional rate may be extended by BECU in its discretion.

## 6. Finance Charges

a. Purchases. A finance charge will be imposed on the portion of purchases that are included in the New Balance and remain unpaid by the payment due date on your monthly statement, and on purchases made during the following billing cycle.
b. Cash Advances. Finance charges will be imposed on the aggregate balance including all Cash Advances as described in Section 7 of this part C (below), starting on the date of the Cash Advance and lasting until paid in full.
c. Balance Transfers. Finance charges will be imposed on the aggregate balance including all Balance Transfers as described in Section 7 of this part C (below), starting on the date of the Balance Transfer and lasting until paid in full.

## 7. How to Determine Finance Charges:

a. The types of FINANCE CHARGES that may be assessed on your account are daily periodic rate finance charges and transaction finance charges. Your total FINANCE CHARGES each billing cycle is the sum of each type of finance charge.
b. Calculation of Finance Charge. All finance charges for Purchases, Cash Advances and Balance Transfers are added together to calculate the annual percentage rate for each billing cycle.
(i) Calculation of Finance Charges for Cash Advances and Balance Transfers. A Finance Charge on a Cash Advance or Balance Transfer will be imposed from the date the Cash Advance or Balance Transfer is posted to your account until paid in full. There is no grace period in which you may avoid incurring a finance charge by paying off the balance resulting from a Cash Advance or Balance Transfer. We calculate the Finance Charge by multiplying the Average Daily Balance by the number of days in the billing cycle and then multiplying by the Daily Periodic Rate. To get the Average Daily Balance attributable to Cash Advances and Balance Transfers, we take the beginning balance each day, add any new Cash Advances and Balance Transfers, and subtract any payments, credits posted to your account and unpaid Finance Charges and other 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 to determine the Average Daily Balance.
(ii) Calculation of Finance Charges for Purchases. To avoid incurring Finance Charges on the balance of the Purchases reflected on the statement, you must pay the entire New Balance shown on your statement on or before the Payment Due Date shown on your statement each month. If you do not pay the entire

> New Balance on or before the Payment Due Date each month, the unpaid portion of the New Balance will accrue interest beginning on the first day of the billing cycle in which the payment is due. We calculate the Finance Charge by multiplying the Average Daily Balance by the number of days in the billing cycle and then multiplying by the Daily Periodic Rate. We calculate the Average Daily Balance of Purchases by taking the beginning balance of your account each day that is attributable to Purchases, add any new Purchases as of the date those charges are posted to your account and subtract any additional payments, credits, and unpaid Finance Charges and fees or onther charges. 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. If you paid the entire New Balance shown on the previous monthly statement by the Payment Due Date shown on that statement, the portion of the New Balance shown on the current statement that is paid by the Payment Due Date shown on that statement will be excluded from the calculation of the balance each day.

## 8. Other Account Fees and Charges

a. A Late Payment Fee in an amount equal to $\$ 25$ or the amount of the late payment, whichever is smaller, will be imposed on minimum payments not paid by the payment due date, except to the extent that a Late Payment Fee only in a lesser amount or on a later date is allowed by a state statute that is applicable not withstanding federal law, 12 U.S.C. 1785(g)(1).
b. A Returned Payment Fee in an amount equal to $\$ 25$ or the amount of the returned payment, whichever is smaller, will be imposed if any check, instrument or other item given as payment on your Card is uncollectible or is dishonored for any reason, except to the extent that a Returned Payment Fee is allowed only in a lesser amount according to a state statute that is applicable notwithstanding federal law. Unless otherwise required by law, we do not have to attempt to collect any check more than once.
c. A Card Replacement Fee of $\$ 5$ may be assessed for each Card lost, stolen or destroyed.
d. A Card Recovery Assessment will be imposed and may be added to your balance if:

1) you use your Card after the Card has been canceled, and 2) we must pay a recovery fee to a third party who obtains the Card for us.
e. A Collection Charge will be charged if it is necessary to telephone you, write to you, or hire a third party to make a personal visit due to any default on your part. If a personal visit is necessary, the amount charged will be the larger of $\$ 50$ or the cost of the third party's services.
f. A Stop Payment Fee charge of $\$ 5$ may be imposed for each stop payment on a Convenience Check.
9. Foreign Transactions and Foreign Exchange. If you use your Card for an International Transaction, the exchange rate between the transaction currency and the billing currency used for processing International Transactions will be 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 the governmentmandated rate in effect for the applicable central processing date. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted on your account. You agree to accept the converted amount in U.S. dollars.
10. Change in Terms. You agree that we can change the terms of this Agreement (including but not limited to any of the examples of changes specified in Section 14.b of Part A of this Agreement) at any time upon proper advance notice to you, where required by law. We consider that you have accepted changes if you keep or use the card after the notice. The new terms, including an increase or decrease in the finance charges, shall be effective as to any subsequent credit extended on and after the effective date of the change. New terms other than an increase in the finance charge shall be effective also as to any unpaid balance outstanding as of the effective date of the change.
11. Security Interest. In addition to the security interest granted under Section 9 of Part A of this Agreement and included in the Plan, one or more of the following is applicable as security for amounts outstanding from time to time in connection with the Card:
a. Deposit Account. If you are issued a secured Card, you have signed or will be required to sign a separate security agreement pledging a specific, non-withdrawable portion of your shares and/or deposits in BECU to secure your Card. The amount of the security for such a Card is the amount of your credit limit and you may not have any access to or control of that amount.
b. Goods Purchased. You hereby grant us a security interest in each item purchased with advances obtained under this Agreement. This security interest will remain in full force and effect as long as there is an outstanding balance on the item purchased. If we have the right to demand full payment of your new balance, we may also
take possession of this property (you promise to give it to us if we ask) and sell it to satisfy your debts and obligations. Any outstanding debt will be allocated upon the first-bought, first paid rule. You agree that 10 days is reasonable time to give you notice of any such sale.

## 12. The Minimum Periodic Payment Required

a. Payments. Payments received at Card Services, P.O. Box 84707, Seattle WA 98124-6007 before 5 p.m. Pacific Time on any business day will be credited to your Card as of that date; payments received on or after 5 p.m. Pacific Time, on a weekend or federal holiday will be credited as of the next business day. Crediting a payment may be delayed up to five days if the payment is received at any other address or not accompanied by the remittance portion of the monthly statement for your Card. If the circumstances and attributes of a payment demonstrate a significant probability that a payment is fraudulent, then available credit on the Card account will not be increased during up to six (6) additional business days after such a payment is submitted for clearance.
b. Payment-Minimum Amount and Allocation. If you elect not to pay your New Balance in full, you must make a payment according to the following schedule on or before the due date shown on your statement. If the New Balance is less than $\$ 25$, your minimum payment will be the full balance; if this balance is $\$ 25$ to $\$ 1,000$ your minimum payment will be $\$ 25$; if this balance is more than $\$ 1,000$ your minimum payment will be $21 / 2 \%$ of this balance rounded down to the nearest whole dollar. A credit posting from a merchant or reversal of fees do not constitute any part of a minimum payment. The minimum payment will be allocated at BECU'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 payment will be allocated to pay off higher rate balances first. All outstanding balances from the previous month's statement must be fully paid before any part of a payment will be applied to transactions that occurred during the current billing cycle. From time to time, we may allow you to skip your Minimum Periodic Payment due. If you choose to skip that payment, FINANCE CHARGES, and voluntary payment protection costs, if any, will continue to accrue in accordance with this Agreement.
c. Past Due and Overlimit Amounts. In addition to the above, the minimum payment will also include the greater of any amount past due or any amount by which the New Balance exceeds the approved credit limit for the account. If your account is past due, and/or overlimit, that amount of the minimum payment is immediately due.
d. Payment in Full. The payment of a New Balance in full will not eliminate the need to make a minimum payment for the next billing cycle if there are new purchases or cash transactions in the next billing cycle.
13. Lost, Stolen, or Unauthorized Use of Your Card. You agree to notify us immediately, orally or in writing, of the loss, theft, or unauthorized use of your Card. We may investigate any cases of unauthorized use of your Card. We may terminate or limit access to your Card if you have notified us or we have determined that your Card or convenience checks may have been lost or stolen, or that there may be unauthorized access to your Card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Card. If you are liable for unauthorized transactions, your liability will not exceed $\$ 50$. You will not be liable for unauthorized transactions that occur after you notify us at:

BECU, P.O. Box 97050,
Seattle, WA 98124-9750
Telephone:
206-439-5700 or outside Seattle at 800-233-2328
Hours:
7:00 a.m. - 7:00 p.m. PT Monday-Friday
and 9:00 a.m. - 1:00 p.m. PT Saturday.
After hours only for use of reporting the loss, theft, or unauthorized use of your Card:
Call 800-449-7728

## 14. Additional Provisions

a. Visa Account Updater. BECU may use the Visa Account Updater (VAU) service, which would automatically update your card-on-file information at participating merchants, for example sending updates about replacement account numbers if your card is lost or stolen. BECU reserves the right to terminate or suspend, or reinstate, the functioning of the VAU service for one or more individual Visa accounts or for all Visa accounts, in BECU's discretion at any time, and without prior notice. If you have questions about the VAU service or would like to opt out of this service, please call one of the phone numbers listed in Section 13 above, or write to the address stated there. Opt-outs are completed within 5-7 business days after request.
b. Recurring Merchant Transactions. If you authorize a merchant to charge your account for repeat transactions with your Card, you must notify the merchant when you want to discontinue the repeat transactions, including when your Card account is closed or a new Card number is issued by us, and you must monitor your periodic statements to be vigilant for unauthorized recurring transactions with merchants who participate in the VAU service described above. You may opt out of the VAU service to block all participating merchants from receiving your updated account information.
c. Ownership of Cards. Any Card is our property and must be returned to us or our agent, immediately upon demand. If we ask, you will destroy the Card by cutting it in half and will surrender it to us or our agent, mail it to us, or take it to a location we designate.
d. Honoring of Card. We will not be responsible for the failure or refusal of anyone to honor the Card. Although your New Balance may be less than your credit limit, we may fail or decline to authorize a particular transaction due to the failure of a communications or computer system, due to other operational difficulties or due to issues particular to your account, including your default of any agreement with us, an adverse change in your financial situation, an amendment or termination of your participation in the Plan or, at our discretion, other reasons that we deem to be appropriate.
e. Transfer of Card. You cannot transfer your Card to any other person, although you will be liable for any use by anyone else that has been authorized by you or another Cardholder.
f. Transactions with Internet Merchants. In order to make transactions over the internet, merchants may request your Verified by Visa password to complete the transaction. If a password is not provided, the merchant may deny the transaction. If the password is incorrect, we may deny the transaction.
g. Merchant Return Policy. If a merchant discloses a policy such as "no returns," "no refund", "no return or credit without receipt", "as is", "store credit only", or "all sales final", you will be bound by that policy when you use your Card to buy goods or services from that merchant.
h. Merchant Refunds. If a seller agrees to give you a refund or adjustment, you will accept a credit to your Card in lieu of a cash refund.
i. Merchant Reservations. When using your account to make travel or lodging reservations, obtain the merchant's cancellation policy and follow it if you cancel. If you cancel, obtain the merchant's cancellation number that it is required to give you. The merchant may charge you for a canceled transaction unless you can provide us with the merchant's cancellation number.
j. Merchant Dispute Assistance. If you disagree with a transaction on your statement or have a dispute with the merchant as a result of the transaction, you will provide information or assistance we reasonably request to permit us to investigate the transaction. Otherwise, you will pay us for any resulting loss we have (up to the amount of the transaction) unless we are prohibited by applicable law from holding you liable for our loss. If any provision of this paragraph conflicts with any part of the "Your Billing Rights" disclosure below that is applicable to the particular transaction, the terms of the "Your Billing Rights" disclosure will control.
k. Transactions. For statement verification, you will retain your copy of each receipt (ticket/draft) resulting from each Purchase, Cash Advance, or other transaction on your Card. We will provide you with documentary evidence of each transaction upon your reasonable request or upon proper written notice of a billing error. (See Section 8.e of this Part C for cost information.)
I. Phone Inquiries. Inquiries regarding your Card may be made by calling BECU at 206-439-5700 or, outside Seattle at 800-233-2328 or by writing us at the address provided below.
m. Our Address. Please address all other correspondence, letters and notices (excluding payments) with respect to Cards to us at: BECU P.O. Box 97050, Seattle, WA 98124 or Customer Service P.O. Box 31112 Tampa, Florida 33631-3112.
n. Inactivity. BECU reserves the right to terminate the credit if there are no transactions in one year.
o. Non-Activation. If the Cardholder fails to activate the Card within 30 calendar days after the card is sent to the Cardholder, BECU reserves the right to cancel your account.
p. Closing your Account. You can cancel or close your account by either calling us at 206-439-5700 or, outside Seattle at 800-233-2328 or writing us at the address provided above. If you cancel the Account, you must pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue finance charges and other fees or charges, and be subject to the terms and conditions of this Agreement. You also agree to return to us or destroy your Card(s) and any unused Convenience Checks. You agree that you will not attempt to make a Purchase or Cash Advance after you have been notified of your or our termination or suspension of your credit privileges. You further understand and agree that it is
your sole responsibility to terminate your authorization of all reoccurring transactions you may have scheduled with merchants or other third parties.

## 15. BECU REWARDS PROGRAM OPTION.

You may elect to add a BECU rewards program ("Program") to your Card account. Upon enrolling in a Program, you agree to accept the terms, conditions and rules for the Program that are in addition to the terms and conditions of this Agreement and which otherwise govern your Card. The terms, conditions and rules for the Program become effective immediately upon our receipt and acknowledgment of your instructions to enroll you in the Program, and will apply only to the purchases of goods and services made with your Card after that effective date. If you were already a cardholder before you enrolled and your enrollment results in an increase in the margin applicable to your account, then BECU will send you a notice showing the increased margin and corresponding increased Annual Percentage Rate and the effective date of such changes.

## II. YOUR BILLING RIGHTS

## 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 credit card statement, write to us at either:

## BECU

P.O. Box 97050

Seattle, WA 98124
Customer Service
P.O. Box 31112

Tampa, FL 33631-3112
If you think there is an error on your personal line of credit statement, write to us at:

## Research and Adjustments

P.O. Box 97050

Seattle, WA 98124-97050
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. 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:

## Customer Service

P.O. Box 31112

Tampa, FL 33631-3112.
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.

## WHAT YOU SHOULD KNOW ABOUT

## Home Equity Lines of Credit (HELOC)

## Borrowing from the value of your home

## How to use the booklet

When you and your lender discuss home equity lines of credit, often referred to as HELOCs, you receive a copy of this booklet. It helps you explore and understand your options when borrowing against the equity in your home.

You can find more information from the Consumer Financial Protection Bureau (CFPB) about home loans at cfpb.gov/mortgages. You'll also find other mortgage-related CFPB resources, facts, and tools to help you take control of your borrowing options.

## About the CFPB

The CFPB is a 21 st century agency that implements and enforces federal consumer financial law and ensures that markets for consumer financial products are fair, transparent, and competitive.

This pamphlet, titled What you should know about home equity lines of credit, was created to comply with federal law pursuant to 15 U.S.C. 1637a(e) and 12 CFR 1026.40(e).

## How can this booklet help you?

This booklet can help you decide whether home equity line of credit is the right choice for you, and help you shop for the best available option.

A home equity line of credit (HELOC) is a loan that allows you to borrow, spend, and repay as you go, using your home as collateral.

Typically, you can borrow up to a specified percentage of your equity. Equity is the value of your home minus the amount you owe on your mortgage.

Consider a HELOC if you are confident you can keep up with the loan payments. If you fall behind or can't repay the loan on schedule, you could lose your home.

## After you finish this booklet:

- You'll understand the effect of borrowing against your home
- You'll think through your borrowing and financing options, besides a HELOC
- You'll see how to shop for your best HELOC offer
- You'll see what to do if the economy or your situation changes


## Compare a HELOC to other money sources

Before you decide to take out a HELOC, it might make sense to consider other options that might be available to you, like the ones below.

Renting your home out to other people may be prohibited under the terms of your line of credit.

| MONEY SOURCE | HOW MUCH CAN YOU BORROW | VARIABLE OR FIXED RATE | IS YOUR HOME AT RISK? | TYPICAL ADVANTAGES | TYPICAL DISADVANTAGES |
| :---: | :---: | :---: | :---: | :---: | :---: |
| HELOC <br> You borrow against the equity in your home | Generally a percentage of the appraised value of your home, minus the amount you owe on your mortgage | Variable, typically | Yes | Continue repaying and borrowing for several years without additional approvals or paperwork | Repayment amount varies; repayment is often required when you sell your home |
| SECOND <br> MORTGAGE OR <br> HOME EQUITY <br> LOAN <br> You borrow against the equity in your home | Generally a percentage of the appraised value of your home, minus the amount you owe on your mortgage | Fixed | Yes | Equal payments that pay off the entire loan | If you need more money, you need to apply for a new loan; repayment is often required when you sell your home |
| CASH-OUT <br> REFINANCE <br> You replace your existing mortgage with a bigger mortgage and take the difference in cash | Generally a percentage of the appraised value of your home; the amount of your existing loan plus the amount you want to cash out | Variable or fixed | Yes | Continue to make just one mortgage payment | Closing costs are generally higher; it may take longer to pay off your mortgage; interest rate may be higher than your current mortgage |
| PERSONAL LINE OF CREDIT <br> You borrow based on your credit, without using your home as collateral | Up to your credit limit, as determined by the lender | Variable, typically | No | Continue repaying and borrowing for several years without additional approvals or paperwork | Solid credit is required; you may need to pay the entire amount due once a year; higher interest rate than a loan that uses your home as collateral |

## Compare a HELOC to other <br> money sources

| MONEY SOURCE | HOW MUCH CAN YOU BORROW | VARIABLE OR FIXED RATE | IS YOUR HOME AT RISK? | TYPICAL ADVANTAGES | TYPICAL DISADVANTAGES |
| :---: | :---: | :---: | :---: | :---: | :---: |
| RETIREMENT <br> PLAN LOAN <br> You borrow from your retirement savings in a 401(k) or similar plan through your current employer | Generally, up to $50 \%$ of your vested balance or $\$ 50,000$, whichever is less | Fixed | No | Repay through paycheck deductions; paperwork required but no credit check and no impact on your credit score | If you leave or lose your job, repay the whole amount at that time or pay taxes and penalties; spouse may need to consent |
| HOME EQUITY CONVERSION MORTGAGE (HECM) <br> You must be age 62 or older, and you borrow against the equity in your home | Depends on your age, the interest rate on your loan, and the value of your home | Fixed or variable | Yes | You don't make monthly loan payments instead, you typically repay the loan when you move out, or your survivors repay it after you die | The amount you owe grows over time; you might not have any value left in your home if you want to leave it to your heirs |
| CREDIT CARD <br> You borrow money from the credit card company and repay as you go | Up to the amount of your credit limit, as determined by the credit card company | Fixed or variable | No | No minimum purchase; consumer protections in the case of fraud or lost or stolen card | Higher interest rate than a loan that uses your home as collateral |
| FRIENDS AND FAMILY <br> You borrow money from someone you are close to | Agreed on by the borrower and lender | Variable, fixed or other | No | Reduced waiting time, fees, and paperwork compared to a formal loan | Forgiven loans and unreported or forgiven interest can complicate taxes, especially for large loans; can jeopardize important personal relationships if something goes wrong |

## How HELOCs work

## PREPARE FOR UP-FRONT COSTS

Some lenders waive some or all of the up-front costs for a HELOC. Others may charge fees. For example, you might get charged:

- A fee for a property appraisal, which is a formal estimate of the value of your home
- An application fee, which might not be refunded if you are turned down
- Closing costs, including fees for attorneys, title search, mortgage preparation and filing, property and title insurance, and taxes


## PULL MONEY FROM YOUR LINE OF CREDIT

Once approved for a HELOC, you can generally spend up to your credit limit whenever you want. When your line of credit is open for spending, you are in the borrowing period, also called the draw period. Typically, you use special checks or a credit card to draw on your line. Some plans require you to borrow a minimum amount each time (for example, \$300) or keep a minimum amount outstanding. Some plans require you to take an initial amount when the credit line is set up.

## MAKE REPAYMENTS DURING THE "DRAW PERIOD"

Some plans set a minimum monthly payment that includes a portion of the principal (the amount you borrow) plus accrued interest. The portion of your payment that goes toward principal typically does not repay the principal by the end of the term. Other plans may allow payment of the interest only, during the draw period, which means that you pay nothing toward the principal.

If your plan has a variable interest rate, your monthly payments may change even if you don't draw more money.

## ENTER THE "REPAYMENT PERIOD"

Whatever your payment arrangements during the draw period-whether you pay some, a little, or none of the principal amount of the loan-when the draw period ends you enter a repayment period. Your lender may set a schedule so that you repay the full amount, often over ten or 15 years.

Or, you may have to pay the entire balance owed, all at once, which might be a large amount called a balloon payment. You must be prepared to make this balloon payment by refinancing it with the lender, getting a loan from another lender, or some other means. If you are unable to pay the balloon payment in full, you could lose your home.

## RENEW OR CLOSE OUT THE LINE OF CREDIT

At the end of the repayment period, your lender might encourage you to leave the line of credit open. This way you don't have to go through the cost and expense of a new loan, if you expect to borrow again. Be sure you understand if annual maintenance fees or other fees apply, even if you are not actively using the credit line.

## TIP

If you sell your home, you are generally required to pay off your HELOC in full immediately. If you are likely to sell your home in the near future, consider whether or not to pay the up-front costs of setting up a line of credit.

GET THREE HELOC ESTIMATES
Shopping around lets you compare costs and features, so you can feel confident you're making the best choice for your situation.

Initiating the HELOC


## GET THREE HELOC ESTIMATES

Shopping around lets you compare costs and features, so you can feel confident you're making the best choice for your situation.

OFFER A
OFFER B
OFFER C


## My best HELOC offer is:

$\qquad$

## How variable interest rates work

Home equity lines of credit typically involve variable rather than fixed interest rates.
A variable interest rate generally has two parts: the index and the margin.
An index is a measure of interest rates generally that reflects trends in the overall economy Different lenders use different indexes in their loans. Common indexes include the U.S. prime rate and the Constant Maturity Treasury (CMT) rate. Talk with your lender to find out more about the index they use.

The margin is an extra percentage that the lender adds to the index.
Lenders sometimes offer a temporarily discounted interest rate for home equity lines-an introductory or teaser rate that is unusually low for a short period, such as six months.

## Rights and responsibilities

Lenders are required to disclose the terms and costs of their home equity lines of credit. They need to tell you:

- Annual percentage rate (APR)
- Information about variable rates
- Payment terms
- Requirements on transactions, such as minimum draw amounts and number of draws allowed per year
- Annual fees
- Miscellaneous charges

You usually get these disclosures when you receive a loan application, and you get additional disclosures before the line of credit is opened. In general, the lender cannot charge a nonrefundable fee as part of your application until three days after you have received the disclosures.

If the lender changes the terms before the loan is made, you can decide not to go forward with it, and the lender must return all fees. There is one exception: the variable interest rate might change, and in that case if you decide not to go ahead with the loan, your fees are not refunded.

Lenders must give you a list of HUD-approved housing counselors in your area. You can talk to counselor about how HELOCs work and get free or low-cost help with budgeting and money management.

## Right to cancel (also called right to rescind)

If you change your mind for any reason, under federal law, you can cancel the credit line in the first three days. Notify the lender in writing within the first three days after the account was opened. The lender must then cancel the loan and return the fees you paid, including application and appraisal fees.

## TIP

Some HELOCs let you convert some of your balance to a fixed interest rate. The fixed interest rate is typically higher than the variable rate, but it means more predictable payments.

## If something changes during the course of the loan

HELOCs generally permit the lender to freeze or reduce your credit line if the value of your home falls or if they see a change for the worse in your financial situation. If this happens, you can:

- Talk with your lender. Find out the reason for the freeze or reduction. You might need to check your credit reports for errors that might have caused a downgrade in your credit. Or, you might need to talk with your lender about a new appraisal on your home and make sure the lender agrees to accept a new appraisal as valid.
- Shop for another line of credit. If another lender offers you a line of credit, you may be able to use that to pay off your original line of credit. Application fees and other fees may apply for the new loan.

WELL DONE!
For most people, a home is their most valuable asset. A HELOC can help you make the most of this asset, when you understand the ins and outs and know what to expect.

## In this booklet:

## ? ASK YOURSELF

Have I considered other sources of money and loans, besides a HELOC?
Have I shopped around for HELOC features and fees?
Am I comfortable with the worst-case scenario, where I could lose my home?

## ONLINE TOOLS

## CFPB website

cfpb.gov

## Answers to common questions

cfpb.gov/askcfpb
Tools and resources for home buyers
cfpb.gov/owning-a-home
Talk to a HUD-approved housing counselor
cfpb.gov/find-a-housing-counselor
Submit a complaint
cfpb.gov/complaint

## THIS DISCLOSURE CONTAINS INFORMATION ABOUT OUR HOME EQUITY LINE OF CREDIT. YOU SHOULD READ IT CAREFULLY AND KEEP THIS COPY FOR YOURSELF.

## Availability Of Terms

All terms described below are subject to change. If these terms change, other than the Annual Percentage Rate, and you decide, as a result, not to enter into an agreement with us, you are entitled to a refund of any fees you paid to us or anyone else in connection with your application.

## Security Interest

We will take a Mortgage/Deed of Trust on your home ("Security Property"). You could lose your home if you do not meet certain obligations in your agreement with us.

## Possible Actions

## Termination

If you fail to meet the terms of repayment, or if you act or fail to act in a way that adversely affects our security interest or other rights in the Security Property, or if you have committed fraud or made a material misrepresentation in connection with the account, we may, subject to the governing law, terminate the plan, require payment in full of the entire outstanding balance in a single payment or cause the Security Property to be sold and the proceeds of such sale to be applied to your obligation to us. You agree to pay any reasonable costs of protecting, retaking, repairing or selling the Security Property.

## Suspension

Your right to request additional advances may be suspended, or your maximum credit limit reduced, at our option, in the following instances: (1) you fail to make the scheduled payments due to us; (2) you fail to make timely payments to the holders of Deeds of Trust/Mortgages senior to ours; (3) you fail to pay real property taxes prior to delinquency; (4) you fail to maintain the required property insurance; (5) you default on any material obligation under the terms of your agreement with us (such as failing to occupy the security property as your principal residence if that is a condition of your account); (6) the value of the Security Property declines significantly below the appraised value upon which we relied in approving your application; (7) we reasonably believe that your ability to meet your payment obligations is impaired because of a material change in your financial circumstances; (8) governmental action precludes our imposing the interest rate provided herein or adversely affects the priority of our security interest such that the value of our interest is less than $120 \%$ of your maximum credit limit; ( 9 ) the maximum interest rate under the plan is reached; or (10) government regulatory authorities find that further advances under this plan constitute an unsafe and unsound practice. When the condition which caused the suspension of advances or reduction of your maximum credit limit no longer exists, the original terms of your agreement will be reinstated. You understand that if your right to request additional advances is suspended or your maximum credit limit is reduced, you still owe us whatever sums you have already borrowed, all other charges under your agreement and applicable Finance Charges.

## Minimum Payment Requirements

Under the terms of this Home Equity Line of Credit, you may obtain two types of credit advances: Variable Rate Advances; and Fixed Rate Advances. The advance requirements, the repayment requirements, and the applicable periodic interest rates for these two types of advances differ, as explained below. You may obtain Variable Rate Advances at any time, subject to your maximum credit limit, and the terms of your Agreement. You may also obtain Fixed Rate Advances at any time, subject to your maximum credit limit, the terms of your Agreement, and the limitations described in the next two sentences. The terms of each Fixed Rate Advance will depend on the terms that you request and the circumstances of your Account at the time of your request, and will be disclosed to you at the time of each advance. Your Account is limited to a maximum of three (3) outstanding Fixed Rate Advance balances at any time. Your minimum periodic payment for each billing cycle is the sum of the minimum periodic payments due for any Variable Rate Advance balance and any Fixed Rate Advance balance you have during that billing cycle, plus any other amounts that may be due under the terms of the agreement.

## Variable Rate Advances

You can obtain credit advances for 120 months (the draw period). During the draw period, payments will be due on a monthly basis during any time that you have a balance on your account. At our option, we may extend the draw period. Your minimum monthly payment will be established at the close of each billing cycle at an amount equal to all accrued yet unpaid finance charges due, subject to the lesser of $\$ 100.00$ or Your Account balance.

After the draw period ends, you will no longer be able to obtain credit advances and you must repay your outstanding account balance (the repayment period). The length of the repayment period will be 180 months. During the repayment period, your minimum periodic payment will be established on the first day of the repayment period and any subsequent change in interest rate, to the amount necessary to fully amortize your then outstanding account balance by the agreement maturity date.

## Fixed Rate Advances

You can obtain credit advances for 120 months (the draw period). During the draw period, payments will be due on a monthly basis. During the draw period, your minimum periodic payment for fixed rate advances will be established at the time of each such advance to the amount necessary to fully amortize your then outstanding fixed rate balance over the time designated by you (the length of which may be restricted in part by the amount of such advance or the method in which it was obtained). Your specific minimum periodic payment, estimated repayment term, daily periodic rate and corresponding annual percentage rate for fixed rate advances will be disclosed to you at the time of each such advance on a separate page titled "Home Equity Line of Credit Fixed Rate Advance Voucher." The daily periodic rate and corresponding Annual Percentage Rate will depend on financial factors such as your credit qualifications and property value in relationship to the amount you owe, and will not exceed a maximum, which will be the lesser of: (A) the sum of the highest Prime Rate published in The Wall Street Journal in effect on the date of your fixed rate advance, plus a margin; or (B) $18.00 \%$.

After the draw period ends, you will no longer be able to obtain credit advances and must pay your outstanding balance. The length of the repayment period will depend on the date of your advance along with the period of time that such advance is amortized, but in no event will exceed 180 months. During the repayment period your minimum periodic payment will be calculated in the same manner as during the draw period.

## Minimum Payment Example

## Variable Rate Advances

If you made only the minimum payments and took no other credit advances, it would take 300 months to pay off a credit advance of $\$ 10,000.00$ at an ANNUAL PERCENTAGE RATE of $3.74 \%$. During that period, you would make 120 monthly payments of $\$ 100.00$, followed by 179 monthly payments of $\$ 0.01$ and a final payment of $\$ 1.01$.

## Fixed Rate Advances

If you made only the minimum payments and took no other credit advances, it would take 120 months to pay off a fixed rate credit advance of $\$ 10,000.00$ at an ANNUAL PERCENTAGE RATE of $3.99 \%^{*}$. During that period, you would make 119 monthly payments of $\$ 101.19$, and a final payment of $\$ 102.19$.
*This is an interest rate we have recently used and this rate does not include costs other than interest.

## Fees And Charges

In normal circumstances, you will not have to pay any BECU fees in order to open the HELOC, but you will be required to pay for insurance to protect the property against hazards (including flood insurance, if applicable). In certain circumstances, however, a borrower may also incur costs to clear title issues (including liens, judgements, deceased owners, or subordinations). These third-party charges may range from an average of $\$ 150.00$ on the low-end, to an average of $\$ 775.00$ on the high-end, depending on the specific circumstance. The range of third-party charges will not include an estimate for the cost of home repairs, since they vary greatly. Borrowers will also be required to pay for optional services (e.g. retaining an attorney when it is not required to open a HELOC). In South Carolina, where the law requires use of an attorney, BECU will be solely responsible for paying all attorneys fees and costs necessary to open the HELOC, and will perform this responsibility fully by paying all reasonable attorneys fees and costs related specifically to the closing based on rates typically charged by attorneys in the local market for the closing of similar HELOC transactions. To open and maintain a line of credit, you may have to pay the following fees to third parties:

Third-Party Charges<br>Subordination Fee<br>HUD Certificate Fee<br>Title Elimination

> Cost Range
> $\$ 75.00-\$ 500.00$
> $\$ 50.00-\$ 175.00$
> $\$ 25.00-\$ 100.00$

## Other Products

If you ask, we will provide you with information on any other home equity products we offer.

## Insurance

You must carry insurance on the property that secures this plan.

## Minimum Draw And Balance Requirements

## Variable Rate Advances

The minimum variable rate credit advance you can receive is $\$ 100.00$.

## Fixed Rate Advances

The minimum fixed rate credit advance you can receive is $\$ 5,000.00$. The maximum number of fixed rate advance account balances that may be outstanding at any given time is three.

## Tax Deductibility

You should consult a tax advisor regarding the deductibility of interest and charges for the line of credit.

## Variable Rate Advances

The information provided below applies only to any Variable Rate Advances you may obtain under this plan.

## Variable Rate Feature

This plan has a Variable Rate feature. The Annual Percentage Rate (corresponding to the periodic rate) and the minimum payment during the draw and the repayment periods for Variable Rate Advances can change as a result. The Annual Percentage Rate includes only interest and no other costs. The Annual Percentage Rate is based on the value of an index. The index is the highest Prime Rate as published in The Wall Street Journal in effect on the last day of each month. To determine the Annual Percentage Rate that will apply to your line of credit, we add a margin to the value of the index. Ask us for the current index value, margin and Annual Percentage Rate. After you open a line of credit, rate information will be provided in periodic statements that we send you.

## Rate Changes

Your Annual Percentage Rate can change on the first day of each calendar month immediately following any change in the index. There is no limit on the amount by which your rate can change on any given change date other than the maximum and minimum Annual Percentage Rates that can apply at any time to this account.

The maximum ANNUAL PERCENTAGE RATE at any time is $18.00 \%$. The minimum ANNUAL PERCENTAGE RATE at any time is $3.25 \%$.

## Maximum Rate And Payment Examples

If you had an outstanding balance of $\$ 10,000.00$ during the draw period, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of $18.00 \%$ would be $\$ 150.02$. This Annual Percentage Rate could be reached during the 1 st month of the draw period.

If you had an outstanding balance of $\$ 10,000.00$ during the repayment period, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of $18.00 \%$ would be $\$ 161.06$. This Annual Percentage Rate could be reached during the 1st month of the repayment period.

## Historical Example

The following table shows how the Annual Percentage Rate and the monthly payments for a single $\$ 10,000.00$ credit advance would have changed based on changes in the index since 2007. The index is from The Wall Street Journal from the first business day of March of each year. While only one payment amount per year is shown, payments may have varied during the year. The table assumes that no additional credit advances were taken, that only the minimum payments were made, and that the rate remained constant during the year. It does not necessarily indicate how the index or your payments will change in the future.

| Year | Index | Margin (1) | ANNUAL <br> PERCENTAGE <br> RATE | Payment <br> Period |
| :--- | :--- | :--- | :--- | :--- |
| 2007 | 8.25 | 0.49 | $8.74 \%$ | DRAW |
| 2008 | 6.00 | 0.49 | $6.49 \%$ | DRAW |
| 2009 | 3.25 | 0.49 | $3.74 \%$ | DRAW |
| 2010 | 3.25 | 0.49 | $3.74 \%$ | DRAW |
| 2011 | 3.25 | 0.49 | $3.74 \%$ | DRAW |
| 2012 | 3.25 | 0.49 | $3.74 \%$ | DRAW |
| 2013 | 3.25 | 0.49 | $3.74 \%$ | DRAW |
| 2014 | 3.25 | 0.49 | $3.74 \%$ | DRAW |
| 2015 | 3.25 | 0.49 | $3.74 \%$ | DR |
| 2016 | 3.50 | 0.49 | $3.99 \%$ | DRAW |
| 2017 | 3.75 | 0.49 | $4.24 \%$ | DRAW |
| 2018 | 4.50 | 0.49 | $5.99 \%$ | REPAYMENT |
| 2019 | 5.50 | 0.49 | $5.99 \%$ | REPAYMENT |
| 2020 | 4.75 | 0.49 | $3.74 \%$ | REPAYMENT |
| 2021 | 3.25 |  |  | REPAYMENT |

(1) This represents a Margin which we have recently used.
(2) This represents the $\$ 100.00$ Minimum Payment.


| Individual Loan Originator's Name | Nationwide Mortgage Licensing System and Registry (NMLSR) Identification (ID) Number |
| :--- | :--- |
| Loan Originator Organization's Name | Nationwide Mortgage Licensing System and Registry (NMLSR) Identification (ID) Number |
| BECU | 490518 |

## Automatic Payment Transfer Election

You authorize BECU to withdraw payments from BECU Account \#:
to apply as follows:

\begin{tabular}{|c|c|c|}
\hline Home Equity Credit Line / Other Loans \& Personal Line of Credit \& Visa ${ }^{\circledR}$ <br>

\hline \begin{tabular}{l}
Home Equity Credit Line payment transfer date is the 15th day of each month. <br>
For other loans, designate the transfer date:

$\qquad$ of the month (1st -27 th) or
$\square$ last day of the month; and Select Payment Frequency:
Monthly $\square$ Semi-Monthly $\square$ Bi-Weekly

 \& 

Automatic payment transfer is required. <br>
Payment transfer date is set for the15th day of each month. <br>
Select Payment Amount:
Minimum monthly payment (the greater of $\$ 25$ or $2 \%$ of month ending balance)
Minimum monthly payment, plus additional amount of \$ $\qquad$
\end{tabular} \& Select Payment Transfer Amount:

Full balance (sufficient funds must be available in transfer account)
Minimum monthly payment (the greater of $\$ 25$ or $21 / 2 \%$ of balance) <br>
\hline
\end{tabular}

## Agreements and Signatures

By signing below, you (the primary applicant and any co-applicant) agree that:

- The information you have given in this credit application is complete, true, and submitted for the purpose of obtaining or becoming eligible for credit now and/or later. You understand that we may rely on this information in our dealings with you now and in the future, and that it is a federal crime to willfully and deliberately provide incomplete or incorrect information to a state chartered credit union insured by the NCUA;
- BECU may make inquiries necessary to evaluate your applications and to conduct periodic reviews of your BECU accounts, including ordering a credit report, and you instruct BECU to obtain and use such information to notify you about other products and services. You agree that we may tell others about our credit experience with you, and may report information about your accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report;
- If there are changes in your financial situation that you will let BECU know as soon as they occur. You agree to provide BECU with whatever financial information we may request so that we may remain informed about your financial situation;
- All of the credit or other information concerning you that BECU may obtain now or in the future will be compiled, stored, and used in accordance with BECU's Privacy Statement as amended from time to time; and
- BECU and its service providers may contact you for non-marketing purposes at any telephone number you provide. BECU may use automated telephone dialing, text messaging systems, and electronic mail to contact you. The telephone messages are played by a machine automatically when the telephone is answered and may be recorded by your answering machine. Standard data and message rates may apply and you agree that BECU will not be liable for such fees. You agree to update us promptly when your telephone number changes.

By signing below, you signify your specific intent to pledge to us and to grant us a security interest in all your individual and joint BECU share and deposit accounts you have with us, now or in the future (excluding retirement or other accounts to the extent that applicable laws precludes the pledge of such accounts), to secure your BECU loans under the plan described below (including the credit card account). You authorize us, without notice to you, to apply the balances in these account(s) to pay any amounts due us if you should default.

In addition, you (the primary applicant and any co-applicant) also acknowledge and agree that:

- You request BECU to establish your consumer credit plan ("Plan"), an open-end credit plan accessible from time to time through one or more personal line of credit or credit card accounts for use with your Plan;
- You agree to be bound by all the terms and conditions of your open-end consumer credit plan, as set forth in the Credit and Security Agreement that was provided to you (and may be amended from time to time upon such notice to you as may be required by applicable law), in any Credit Voucher and in any disclosures or statements of terms and conditions accompanying any access device given with any future credit advances; all of which shall collectively govern any personal line of credit or credit card accounts and are incorporated herein by reference;
- While you may not have requested or be approved for a personal line of credit or credit card account, you agree that if at any time in the future you request or are approved for any such credit advance or device, your relationship with BECU for that account will be governed by these agreements;
- For joint credit, each of you authorizes the other to individually request, authorize or receive credit advances; agrees to be jointly and severally liable for repayment of all amounts owed and for any loans obtained; and has each agreed to all the loan terms and conditions, even if you do not specifically authorize or request the credit advance or receive any benefit from it.
Before you sign, it is important that you thoroughly read the Credit and Security Agreement and the information about "Interest Rates and Interest Charges" and "Fees" for both "Credit Cards" and "Personal Lines of Credit" in the BECU Consumer Lending Rates and Related Disclosures, which are provided to you prior to or in connection with this application.

| PRIMARY APPLICANT SIGNATURE (By signing below, you agree you intend to apply for joint credit if there is a co-applicant) | DATE | DATE |
| :--- | :--- | :--- |
| CO-APPLICANT SIGNATURE (By signing below, you agree you intend to apply for joint credit) |  |  |

## Demographic Information

Notice: Complete only if this is an application for a Home Equity Line of Credit. The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, race, and sex) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race". The law provides that we may not discriminate on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, race, and sex on the basis of visual observation or surname. If you do not wish to provide some or all of this information, please check below.

| APPLICANT | CO-APPLICANT |
| :---: | :---: |
| Ethnicity (Check one or more) | Ethnicity (Check one or more) |
| Hispanic or Latino Mexican Puerto Rican Cuban Other Hispanic or Latino - Enter origin. <br> For example: Argentinian, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on. Not Hispanic or Latino I do not wish to provide this information | Hispanic or Latino Mexican Puerto Rican Cuban Other Hispanic or Latino - Enter origin. <br> For example: Argentinian, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on. Not Hispanic or Latino I do not wish to provide this information |
| Race (Check one or more) | Race (Check one or more) |
| American Indian or Alaska Native - Enter name of enrolled or principal tribe. $\square$ <br> Asian Asian Indian Chinese Filipino Japanese Korean Vietnamese Other Asian — Enter race. For example: Hmong, Laotian, Thai, Pakistani, Cambodian, and so on. | American Indian or Alaska Native - Enter name of enrolled or principal tribe. $\square$ <br> Asian Asian Indian Chinese Filipino Japanese Korean Vietnamese Other Asian - Enter race. For example: Hmong, Laotian, Thai, Pakistani, Cambodian, and so on. |
| Black or African American <br> Native Hawaiian or Other Pacific Islander Native Hawaiian Guamanian or Chamorro Samoan Other Pacific Islander - Enter race. For example: Fijian, Tongan, and so on. | Black or African American Native Hawaiian or Other Pacific Islander Native Hawaiian Guamanian or Chamorro Samoan Other Pacific Islander - Enter race. For example: Fijian, Tongan, and so on. |
| White I do not wish to provide this information | White I do not wish to provide this information |
| Sex Sex |  |
| Female Male I do not wish to provide this information | Female Male I do not wish to provide this information |

TO BE COMPLETED BY LOAN ORIGINATOR. This information was provided:

| $\square$ In a face-to-face interview | $\square$ In a telephone interview $\square$ By the applicant and submitted by fax or mail $\square$ By the applicant and submited via email or the Internet |  |  |  |
| :---: | :--- | :--- | :--- | :--- |
| For BECU Use Only | DATE | REP | $\square$ ID Verified $\square$ QualiFile ${ }^{\circledR}$ | Consumer Credit Plan\# |

Complete this section if another person, who is eligible for BECU membership, will be jointly obligated on the loan(s)

| CO-APPLICANT (2) FULL NAME |
| :--- |
| STREET ADDRESS |
| HOME PHONE |



## Agreements and Signatures

By signing below, you (any co-applicant) agree that:

- The information you have given in this credit application is complete, true, and submitted for the purpose of obtaining or becoming eligible for credit now and/or later. You understand that we may rely on this information in our dealings with you now and in the future, and that it is a federal crime to willfully and deliberately provide incomplete or incorrect information to a state chartered credit union insured by the NCUA;
- BECU may make inquiries necessary to evaluate your applications and to conduct periodic reviews of your BECU accounts, including ordering a credit report, and you instruct BECU to obtain and use such information to notify you about other products and services. You agree that we may tell others about our credit experience with you, and may report information about your accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report;
- If there are changes in your financial situation that you will let BECU know as soon as they occur. You agree to provide BECU with whatever financial information we may request so that we may remain informed about your financial situation;
- All of the credit or other information concerning you that BECU may obtain now or in the future will be compiled, stored, and used in accordance with BECU's Privacy Statement as amended from time to time; and
- BECU and its service providers may contact you for non-marketing purposes at any telephone number you provide. BECU may use automated telephone dialing, text messaging systems, and electronic mail to contact you. The telephone messages are played by a machine automatically when the telephone is answered and may be recorded by your answering machine. Standard data and message rates may apply and you agree that BECU will not be liable for such fees. You agree to update us promptly when your telephone number changes.


## Agreements and Signatures (Continued)

By signing below, you signify your specific intent to pledge to us and to grant us a security interest in all your individual and joint BECU share and deposit accounts you have with us, now or in the future (excluding retirement or other accounts to the extent that applicable laws precludes the pledge of such accounts), to secure your BECU loans under the plan described below (including the credit card account). You authorize us, without notice to you, to apply the balances in these account(s) to pay any amounts due us if you should default.

In addition, you (any co-applicant) also acknowledge and agree that:

- You request BECU to establish your consumer credit plan ("Plan"), an open-end credit plan accessible from time to time through one or more personal line of credit or credit card accounts for use with your Plan;
- You agree to be bound by all the terms and conditions of your open-end consumer credit plan, as set forth in the Credit and Security Agreement that was provided to you (and may be amended from time to time upon such notice to you as may be required by applicable law), in any Credit Voucher and in any disclosures or statements of terms and conditions accompanying any access device given with any future credit advances; all of which shall collectively govern any personal line of credit or credit card accounts and are incorporated herein by reference;
- While you may not have requested or be approved for a personal line of credit or credit card account, you agree that if at any time in the future you request or are approved for any such credit advance or device, your relationship with BECU for that account will be governed by these agreements;
- For joint credit, each of you authorizes the other to individually request, authorize or receive credit advances; agrees to be jointly and severally liable for repayment of all amounts owed and for any loans obtained; and has each agreed to all the loan terms and conditions, even if you do not specifically authorize or request the credit advance or receive any benefit from it.
Before you sign, it is important that you thoroughly read the Credit and Security Agreement and the information about "Interest Rates and Interest Charges" and "Fees" for both "Credit Cards" and "Personal Lines of Credit" in the BECU Consumer Lending Rates and Related Disclosures, which are provided to you prior to or in connection with this application.

| CO-APPLICANT (2) SIGNATURE (By signing below, you agree you intend to apply for joint credit) | DATE | DATE |
| :--- | :--- | :--- |
| CO-APPLICANT (3) SIGNATURE (By signing below, you agree you intend to apply for joint credit) |  |  |

## BECU CONSUMER LENDING RATES \& RELATED DISCLOSURES

Boeing Employees' Credit Union (BECU) is one of the nation's leading not-for-profit credit unions. We are committed to offering better rates, fewer fees and more affordable financial services. Learn more at becu.org.
Rate Schedule Effective June 1, 2024

| Vehicle Loans |  |  |
| :---: | :---: | :---: |
|  | APR | Estimated Monthly Payment Examples |
| New Auto (2022 and newer) | 6.49\% - 18\% | \$391.31 a month based on a 5-year, \$20,000 loan at 6.49\% APR |
| Used Auto (2021-2009) | 6.99\% - 18\% | \$396.02 a month based on a 5-year, \$20,000 loan at 6.99\% APR |
| Motorcycle | 8.99\% - 18\% | \$207.57 a month based on a 5-year, \$10,000 loan at 8.99\% APR |
| Sports Vehicle | 7.74\% - 18\% | \$201.60 a month based on a 5-year, \$10,000 loan at 7.74\% APR |
| Boat | 7.99\% - 18\% | \$363.95 a month based on a 10-year, \$30,000 loan at 7.99\% APR |
| RV | 7.99\% - 18\% | \$363.95 a month based on a 10-year, \$30,000 loan at 7.99\% APR |
| Credit Cards |  |  |

For important information, see BECU Consumer Lending Rates \& Related Disclosures - Credit Cards at becu.org

| Personal Loans | APR | Estimated Monthly Payment Examples |
| :--- | :--- | :--- | :--- |

## Mortgage Loans

BECU offers a variety of fixed and adjustable rate mortgage products. For more information on mortgage products, visit becuhomeloans.org.

## Personal Lines of Credit

INTEREST RATES AND INTEREST CHARGES

| APR | 11.9\%, 13.9\%, 17.4\%, 18.9\%, or 19.4\% based on your creditworthiness when you open your account |
| :---: | :---: |
| Fees |  |
| Penalty Fees <br> Late Payment <br> Returned Payment | For each payment that is 10 or more calendar days late, either $\$ \mathbf{2 5}$ or $\mathbf{5 \%}$ of the minimum payment amount, whichever is greater. <br> Up to \$25 |
| How We Will Calculate Your Balance | We use a method called "average daily balance (including new transactions)." See your Agreement for more details. |
| Billing Rights | Information on your rights to dispute transactions and how to exercise those rights is provided in the Credit and Security Agreement. |
| Other Important Terms and Conditions | All terms, including fees and the APRs for new transactions, may change after account opening in accordance with the Agreement and applicable law. |

## BECU CONSUMER LENDING RATES \& RELATED DISCLOSURES

## Important Loan Terms and Conditions

BECU membership required. Rates are based on an evaluation of credit history and other factors specific to your loan (such as loan term, age of collateral, occupancy of collateral property, combined loan-to-value, lien status, loan amount, region as applicable) and may be higher than the lowest rates advertised. Your final APR may differ from your loan interest rate due to additional fees that may apply.

## Auto Loan

Lowest rates advertised are based on an established member's loan with a term of 60 months or less and LTV of $90 \%$ or less. Rates are higher for LTV over $90 \%$ or terms greater than 60 months. Collateral not to exceed 150,000 in mileage. LTV is based on Kelley Blue Book wholesale or dealer invoice. Terms up to 84 months.

## Boat

Available terms and loan amounts based on creditworthiness. Maximum terms up to 240 months and down payments vary $20 \%$ - $30 \%$ depending on loan amount and term.

## RV

Available terms and loan amounts based on creditworthiness. Maximum terms up to 240 months depending on loan amount and higher loan amounts and longer terms require $10 \%-20 \%$ down payment. LTV based on J.D. Power average retail or MSRP. Gas RVs not to exceed 75,000 miles; no mileage restrictions on diesel.

## Motorcycle/Sports Vehicle

Minimum down payment $10 \%$; loan amounts up to $\$ 25,000$; terms up to 72 months. New motorcycle LTV based on Kelley Blue Book retail or MSRP. New sports vehicle LTV based on Kelley Blue Book retail or MSRP. Used motorcycle and sports vehicle LTV based on Kelley Blue Book retail.

## Personal Loan

Available terms and loan amounts based on creditworthiness. Loan amounts up to $\$ 30,000$, terms up to 72 months.

## Share Secured Loan

APR is fixed to equal the sum of BECU's regular saving account dividend rate on the date your loan is approved, plus a 3\% margin. Loan amounts up to $\$ 10,000$, term up to 48 months.

## CD Secured

Loan amounts up to balance of $C D$, term up to maturity date of $C D$.

## Home Equity and Home Improvement Loans

## Home Equity Lines of Credit

Requirements and Terms: Primary Residence, Second Home, Vacation Home, Investment and Rental properties must be located in one of the following states: WA, OR, CA, AZ, KS, MO, ID, IL, PA and SC. Home Equity Line of Credit APRs do not include costs and rate may vary monthly with the Prime Rate, but will never exceed $18 \%$ or go below $3.25 \%$. During the credit advance draw period, payments equal monthly payments of interest, subject to lesser of $\$ 100$ or your balance and principal is not reduced. At the end of the draw period, your monthly payment will increase equal to the principal and interest amount necessary to pay the loan balance over the remainder of the loan term. Home Equity Line of Credit Account Fixed Rate Advances provide for up to 15 years of monthly principal and interest payments, depending on the amount advanced. Fixed Rate Advances are subaccounts of a Home Equity Line of Credit (HELOC).

Fees and Charges: Borrower will not be required to pay any fees or charges to BECU for opening a HELOC account (for example, no origination fee, and no fees to reimburse BECU for obtaining title insurance and an appraisal or other property valuation), but Borrower will be obligated to pay insurance premiums directly to an insurance company that the Borrower chooses to provide hazard insurance for the subject property (including flood insurance, if applicable) and Borrower additionally may elect to request that third parties perform services, such as overnight delivery of documents to Borrower, for which Borrower will need to reimburse BECU. If the title report shows liens, judgments, deceased

## Statement of the Military Annual Percentage Rate (MAPR)

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). Please call 888-244-1695 for more information.

BECU CONSUMER LENDING RATES \& RELATED DISCLOSURES -CREDIT CARDS

Boeing Employees' Credit Union (BECU) is one of the nation's leading not-for-profit credit unions. We are committed to offering better rates, fewer fees and more affordable financial services.
Learn more at becu.org.
Rate Schedule Effective June 1, 2024

| BECU Cash Back Visa ${ }^{\text {® }}$ |  |
| :---: | :---: |
| INTEREST RATES AND INTEREST CHARGES |  |
| Annual Percentage Rate (APR) for Purchases | Your APR will be $\mathbf{1 6 . 2 4} \%$ to $\mathbf{2 7 . 2 4 \%}$, based on your creditworthiness. This APR will vary with the market based on the Prime Rate. |
| APR for Balance Transfers | Your APR will be $\mathbf{1 6 . 2 4 \%}$ to $\mathbf{2 7 . 2 4 \%}$, based on your creditworthiness. This APR will vary with the market based on the Prime Rate. |
| APR for Cash Advances | $16.24 \%$ to $27.24 \%$, based on your creditworthiness. This APR will vary with the market based on the Prime Rate. |
| How to Avoid Paying Interest on Purchases | Your due date is at least 23 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. |
| For Credit Card Tips from the Consumer Financial Protection Bureau | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at www.consumerfinance.gov/learnmore |
| FEES |  |
| Annual Fee | None |
| Transaction Fees <br> Balance Transfer <br> Cash Advance Foreign Transaction | None None None |
| Penalty Fees Late Payment Returned Payment | Up to $\$ 25$ Up to $\$ 25$ |
| How We Will Calculate Your Balance | We use a method called "average daily balance (including new purchases)." See your Agreement for more details. |
| How We Will Calculate Your Rate | We will establish a margin of $\mathbf{7 . 7 4 \%}$ to $\mathbf{1 8 . 7 4 \%}$ based on your creditworthiness, and add this margin to the Prime Rate to determine your APR. Your APR and margin will be stated in a Credit Voucher provided to you if you open a credit card account under your Credit and Security Agreement. |
| Other Important Credit Card Terms and Conditions | All terms, including fees and the APRs for new transactions, may change after account opening in accordance with the Credit and Security Agreement and applicable law. |
| SPECIAL NOTICE | If you pay your credit card balance in full each month, you do not pay interest on your purchases. This is called a grace period. You will pay interest on any purchases (including recurring automatic payments) unless you pay your entire balance (including both transferred balances and purchase balances) in full. |
| Introductory Offer | Receive $\$ 300$ Cash Back when you spend $\$ 3,000^{*}$ within the first 3 months after account opening. You will accrue 1.5\% Cash Back and the Introductory Offer simultaneously. After the Introductory Offer period ends, you will accrue 1.5\% Cash Back only. <br> *Balance Transfers \& Cash Advances are not qualifying purchases for Cash Back offers. |

## BECU CONSUMER LENDING RATES \& RELATED DISCLOSURES CREDIT CARDS

Rate Schedule Effective June 1, 2024

| BECU Visa ${ }^{\text {® }}$ |  |
| :---: | :---: |
| INTEREST RATES AND INTEREST CHARGES |  |
| Annual Percentage Rate (APR) for Purchases | $0.00 \%$ Introductory APR for twelve (12) months from date of account opening. After that, your APR will be $\mathbf{1 3 . 2 4} \%$ to $\mathbf{2 5 . 2 4} \%$, based on your creditworthiness. This APR will vary with the market based on the Prime Rate. |
| APR for Balance Transfers | $\mathbf{0 . 0 0 \%}$ Introductory APR for twelve (12) months from date of transfer when transfers are completed within 90 days of account opening. <br> After that, your APR will be $\mathbf{1 3 . 2 4 \%}$ to $\mathbf{2 5 . 2 4 \%}$, based on your creditworthiness. This APR will vary with the market based on the Prime Rate. |
| APR for Cash Advances | $13.24 \%$ to $25.24 \%$, based on your creditworthiness. This APR will vary with the market based on the Prime Rate. |
| How to Avoid Paying Interest on Purchases | Your due date is at least 23 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. |
| For Credit Card Tips from the Consumer Financial Protection Bureau | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at www.consumerfinance.gov/learnmore |
| FEES |  |
| Annual Fee | None |
| Transaction Fees Balance Transfer Cash Advance Foreign Transaction | None None None |
| Penalty Fees Late Payment Returned Payment | Up to $\$ 25$ Up to $\$ 25$ |
| How We Will Calculate Your Balance | We use a method called "average daily balance (including new purchases)." See your Agreement for more details. |
| How We Will Calculate Your Rate | After any applicable introductory rate period ends, we will establish a margin of $4.74 \%$ to $16.74 \%$ based on your creditworthiness, and add this margin to the Prime Rate to determine your APR. Your APR and margin will be stated in a Credit Voucher provided to you if you open a credit card account under your Credit and Security Agreement. |
| Other Important Credit Card Terms and Conditions | All terms, including fees and the APRs for new transactions, may change after account opening in accordance with the Credit and Security Agreement and applicable law. |
| SPECIAL NOTICE | If you pay your credit card balance in full each month, you do not pay interest on your purchases. This is called a grace period. Please note that once your 12-month $0 \%$ introductory purchase APR ends, you will pay interest on any purchases (including recurring automatic payments) unless you pay your entire balance (including both transferred balances and purchase balances) in full. |

## Statement of the Military Annual Percentage Rate (MAPR)

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). Please call 888-244-1695 for more information.

