



## PERSONAL LINE OF CREDIT CREDIT AND SECURITY AGREEMENT AND TRUTH-IN-LENDING STATEMENT

"You", "Your" and "Borrower", means any person who executes this Agreement by endorsing a proceeds check or otherwise accepting, accessing, or using funds drawn on this Line of Credit. "We", "us", "our" or "Credit Union" means the Credit Union named above.

**How this Line of Credit Works.** This Revolving Line of Credit ("Line") is a quick and convenient way for you to obtain a loan when you need it. You may take out several different loans (called "advances") under the Line or its various subaccounts (if any). The amount of credit available to you will replenish as you pay down your outstanding balance.

**Binding Contract.** This Revolving Line of Credit Agreement, which includes the Credit Agreement, Security Agreement, Truth-in-Lending Statement, and any Advance Receipt or Advance Request form that we may provide ("Agreement"), is a binding legal contract that will govern the terms of all advances that you obtain under the Line.

**NO SIGNATURE REQUIRED.** You understand and agree that you may not need to sign any documents to open the Line or obtain advances; however, by endorsing a proceeds check or otherwise accepting, accessing, or using funds drawn on this Line of Credit, you are:

1. **Agreeing to repay all advances you take.** All advances you take under the Line must be paid back, even though you do not sign this agreement or any paperwork at the time of the advance.
2. **Authorizing us to obtain credit reports:** You authorize us to obtain a credit report or other credit information in connection with this Line. We may periodically obtain and review your credit information without notice to you for as long as the Line is open and we may use that information to change the terms or rates of the Line or terminate the Line, or to help collect any amounts under this Line, or for any other permitted purpose under applicable law.

3. **PLEDGING YOUR SHARES AND DEPOSITS IN THE CREDIT UNION.** If you default, we may apply the shares and deposits in your accounts to the amount you owe us. We may also prevent you from withdrawing shares and deposits if you are in default. Please see the Security Agreement for complete details.
4. **AGREEING TO CROSS-COLLATERALIZATION:** All other collateral you have pledged for any other loan with us (except your home and household goods) will also secure this Line. **Release of Lien:** We will not release a lien on any of the collateral you have pledged under other loans with us if you are delinquent or in default on your Line. For example: if you are in default of your Line, we will not release our lien on your vehicle loan, even if the vehicle loan is paid in full. Please see the Security Agreement for complete details.

We do, however, reserve the right to require signatures under certain circumstances as we deem necessary.

**Interest Rates and Fees.** The rates and fees that apply to your Line are disclosed below and on your monthly statement.

### TRUTH-IN-LENDING STATEMENT

This Truth-in-Lending Disclosure Statement provides important information regarding the rates and terms of your Line of Credit. The following applies to your Line of Credit:

INTEREST RATES and INTEREST CHARGES:	
Annual Percentage Rate	8.9% - 16.9%
Paying Interest	We will begin charging interest on the transaction date.
Minimum Interest Charge	None

FEES:	
Fees to Open or Maintain your Line:	None
Transaction Fees:	None
Penalty Fees	
- Late Payment:	\$15.00 if your payment is late 10 days or more
- Over-the-Credit Limit:	None
- Returned Payment:	None

**How We Will Calculate Your Balance:** We use a method called the "Daily Balance" method. See your Credit Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Credit Agreement.

**OTHER IMPORTANT DISCLOSURES:**

**Rates are subject to change upon written notice and according to applicable law.**

**Daily Periodic Rate:** The corresponding daily periodic rate is: 0.02438% - 0.04630%.

**Minimum Payment Requirement:** 2% of the outstanding balance.

**Credit Limit:** \_\_\_\_\_

**Due Date:** Your due date shall be the 28th of each month.

## BORROWER'S ACKNOWLEDGEMENT

By endorsing a proceeds check or otherwise accepting, accessing, or using funds drawn on this Line of Credit, you understand and agree as follows:

**Acknowledgement:** You acknowledge that you have read, understand and accept the terms and conditions of the Revolving Line of Credit - Credit Agreement and Security Agreement, and Truth-in-Lending Statement. You acknowledge that you have received copies of these documents. You also agree to be bound by any and all Advance Receipts that may be provided and understand that by endorsing any advance proceeds check, or by otherwise accepting, using or accessing your advance proceeds, you are bound to the aforementioned documents.

**Loan Terms:** By accepting, using, or accessing the amounts advanced, you are agreeing that the advance is a loan in the amount disbursed to you, at the Annual Percentage Rate disclosed to you, even though you are not signing any documents at the time of the advance. If you dispute the amount disbursed or the rate disclosed, you agree to immediately contact us and return the full amount disbursed. Otherwise, you shall be contractually bound to re-pay the full amount disbursed, together with interest, late fees, and all other fees incurred in connection with the advance.

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

**IMPORTANT NOTICE ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying information.

### IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS:

The following applies if at the time of this advance you are a member of the military or a dependent (as those terms are defined in the Military Lending Act, 10 U.S.C. 987 and its implementing regulations), and: (a) your advance is unsecured or secured by personal property or a vehicle that you did not purchase with the proceeds of the advance; or (b) this advance is made for the purchase of a vehicle or personal property, and you also receive additional "cash out" financing (e.g., to pay off negative equity on a trade-in or you otherwise receive additional cash).

- 1. NOTICE:** 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 or debt protection fees; 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). To receive this notice and a description of the payment obligation verbally, please call 1-800-525-9623, Option 8, x840 during our normal business hours.
- 2.** This advance will not be secured by a consensual lien on shares or deposits in any of your accounts unless you specifically agree to establish an account in connection with this advance ("Secured Account"). Only funds deposited into the Secured Account after the advance is made will secure this advance. Any cross-collateralization provision contained in your credit or membership documents will not apply to the Secured Account or your other share or deposit accounts for any loan subject to the Military Lending Act. However, with regard to this advance, we still reserve our statutory lien rights and any resulting rights to set-off or administrative freeze under federal or state law, which gives us the right to apply the sums in the Secured Account or any other account(s) you have with us to satisfy your obligations under this advance. Any contract terms in your credit, security, or membership agreements that contradict the above with regard to this advance are hereby deleted.
- 3.** Your advance is not subject to mandatory arbitration and therefore any reference to mandatory arbitration in this Credit Agreement and Security Agreement shall not apply to your advance.

## CREDIT AGREEMENT

**Agreement to Terms and Promise to Pay:** By signing any advance proceeds check, and/or by accepting, using, or accessing any proceeds under this Line, you agree to the terms and conditions of the Revolving Line of Credit - Credit Agreement and Security Agreement, Truth-in-Lending Statement, and all Advance Receipts, or similar document that we may provide, and any future amendments thereto, and promise to pay all amounts due.

**Endorsement of Proceeds Check:** By endorsing an advance proceeds check, you are agreeing to the terms of this Agreement and any Advance Receipt, and are granting a security interest in the collateral, if any, described in the Advance Receipt. The terms of the advance proceeds check and the Advance Receipt, including the collateral description, are subject to the terms of the Agreement.

**How to Compute the Interest Charge:** The Interest Charge begins to accrue on the date of each advance and accrues for each day the balance remains unpaid. The unpaid balance for each day is multiplied by the applicable daily periodic rate to determine the Interest Charge for that day. The sum of these daily charges is the Interest Charge. The unpaid balance is the outstanding balance at the close of business after all transactions have been entered.

**Access to Credit Line:** You may request advances in any manner allowed by us. We may refuse to make an advance if your credit standing has deteriorated or for any other reason allowed under this Agreement or by applicable law.

**Late Fees and Other Charges:** You agree to pay all fees and charges imposed under the Line in the amount(s) disclosed on the Truth-in-Lending Statement, which fees may increase from time to time. Such fees shall be added to your outstanding balance and your minimum payment may increase or your loan term may be extended.

**Overdraft Protection:** If you request Overdraft Protection, any overdrafts on your checking account will be added to your Line, regardless of which owner of the account caused the overdraft to occur.

**Advance Receipts:** If you take an advance under this Line, you may receive an Advance Receipt or similar document confirming the transaction and describing any collateral given as security for that advance. The Advance and collateral are governed by and subject to the terms of the Agreement.

**Payments:** The minimum monthly payment will be set at month end and disclosed, along with your payment due date, on your monthly statement. You may pay the outstanding balance in full or pay more than the minimum due at any time without penalty. However, minimum payments are required for each billing cycle as long as any balance exists.

**Skip Payment:** If we make a skip payment option available, you may skip making your payment(s) for certain month(s). If you choose this option, interest will continue to accrue, but no late payment charges will be imposed during the skip period. All credit terms applicable immediately prior to the skip period will again apply once the skip period has expired.

**Default:** You shall be considered in default if we should, in good faith, believe that prospect of payment, performance, or our security interest in, or realization, of the collateral is impaired. You shall also be in default if: (1) you break any promise made under this Line; (2) you do not use the loan proceeds for the purpose stated in your advance request; (3) you die; (4) you file a petition in bankruptcy, insolvency, or receivership or are put involuntarily into such proceedings; (5) if the collateral is lost, damaged or destroyed, or if it is levied against, attached, garnished, or seized for any reason under any authority; (6) you do not make your required payments on time; (7) anyone is in default of any security agreement given in connection with the Line; (8) you commit fraud or make any false or misleading statements in connection with this Line; (9) you are in default of any other loan or security agreement you have with us; (10) you use the Line for any illegal purpose or transaction as determined by applicable law. Any one of the foregoing events shall evidence a reasonable belief that prospect of payment, performance or realization of the collateral is impaired.

**Actions Upon Default:** If you default, we may declare all amounts immediately due and payable, and you must immediately pay us the total unpaid balance, as well as the Interest Charge to date, any late charges and all collection costs permitted under law. The balance in default shall bear interest at the highest rate permitted by applicable law. If your state law requires a notice of default and an opportunity to cure that default, these rights will be afforded to you before we exercise our remedies.

**Costs of Collection:** You shall pay all costs incurred by us in collecting any amount you owe or in enforcing or protecting our rights. Costs of collection include, but are not limited to, collection agency fees, repossession fees, appraisals, environmental site assessments, and casualty insurance. *The following applies to all borrowers except Wisconsin borrowers:* Costs of collection also include reasonable attorney's fees for any action taken by an attorney who is not our salaried employee in order to collect this loan or preserve or protect our rights and remedies, including, without limitation, pre-suit demands for payment, pre-suit mediation or settlement negotiations, investigation and assessment of our rights, participation in bankruptcy cases, matters, and proceedings (including, without limitation, filing proofs of claim, pursuing reaffirmation agreements, attending meetings of creditors, and pursuing complaints, motions, and objections that relate in any way to the credit union's collat-

eral or right to payment), collateral disposition, non-bankruptcy suits and/or administrative actions, and appeals. *For Alabama borrowers:* attorney's fees after default shall not exceed 15% of the unpaid debt, or such higher amount as a court may allow. *For Georgia borrowers:* attorney's fees shall not exceed 15% of principal and accrued interest, or such higher amount as a court may allow.

**Borrower Responsibility:** You must notify us of any change in your name, address, employment, financial situation or credit standing, and you must provide us any additional financial information we request. To prevent identity theft, you may be required to verify any change in your address. You shall not request an advance if you know or should have known that you cannot pay it back.

**Joint Lines:** If this Line has more than one borrower, each of you is individually and jointly responsible for paying all amounts owed. We can enforce our rights against one or all of you. If you give us inconsistent instructions, we can refuse to follow those instructions or follow the instruction of our choosing. Unless our written policy requires all of you to sign for an advance, each of you may obtain advances individually and each agrees to repay advances made to the other(s). Any notice mailed to one shall be considered notice mailed to all. Any of you can remove yourself from responsibility as a co-borrower by notifying us in writing, unless such removal would violate our policy or regulations. In such a case the Line may be terminated. Removing a Borrower or terminating the Line will not relieve any of you from joint or several liability for any obligations already incurred.

**Termination:** This Line may be terminated (1) upon adverse re-evaluation of your creditworthiness; (2) if you should fail to meet the terms of the Line; (3) at our option, or your option, upon written notice. Termination will not affect your obligation to pay the balance outstanding prior to termination.

**Unlawful Transactions:** Your Line shall not be used to make or facilitate any illegal transaction(s); and any such use will constitute an event of default. We shall not have any liability for any such use by you or any authorized user(s). You shall indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

**Change in Terms:** We may change the terms of this Line at any time in accordance with applicable law. Increases in the interest rate will apply to future advances and, subject to applicable law, unpaid balances.

**Severability:** In case any provision of this Agreement is held invalid, it shall be enforced as if such provision was never included.

**No Waiver:** We may waive or delay exercising any of our rights without losing our ability to exercise those rights in the future.

**Governing Law:** These agreements shall be construed and enforced in accordance with the laws of the State of Colorado. *If you have entered into a mandatory arbitration agreement in connection with this Line:* if any provisions within this Agreement pertaining to jurisdiction and venue are inconsistent with the arbitration agreement, the arbitration agreement will govern.

**Final Agreement:** This written agreement is a final expression of the agreement between you and us, and may not be contradicted by evidence of any oral agreement.

#### State Notices:

**NOTICES TO WISCONSIN BORROWERS:** (1) If you are married and are extended individual credit, Wis. Stat. 766.56(3)(b) requires us to notify your spouse of the extension of credit. If we receive written notice of termination from your spouse pursuant to Wis. Stat. Section 766.565(5), we may declare you in default of the Line and call the entire extension of credit due and payable notwithstanding Wis. Stat. Sections 425.103 and 425.105. If the Line is called due and payable, you may have certain rights to cure the default. (2) Additionally, no provision of a marital property agreement, a unilateral agreement under Wis. Stat. 766.59, or a court decree under Wis. Stat. 766.70 adversely affects our interests unless prior to the time the credit is extended, we are furnished with a copy of the agreement or statement, or have actual knowledge of the adverse provision when the obligation is incurred.

**NOTICE TO CALIFORNIA RESIDENTS:** By executing this Agreement, you specifically agree that we may access the records of the California Department of Motor Vehicles from time to time to obtain your current mailing address, and by so agreeing, you are specifically waiving your rights under sections 1808.21 and 1808.22 of the California Vehicle Code.

**For Missouri Residents:** Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

**For Vermont Residents:** NOTICE TO CO-BORROWER: EXECUTING THIS AGREEMENT MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THE LINE. IF THE BORROWER DOES NOT PAY, WE HAVE A LEGAL RIGHT TO COLLECT FROM YOU.

**OHIO RESIDENTS ONLY:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

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### SECURITY AGREEMENT

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**Security Interest; CONSENSUAL PLEDGE of SHARES; Consensual Lien; Statutory Lien; Right to Set-off; Administrative Freeze:** By signing any advance proceeds check, and/or by accessing, using, or otherwise accepting any funds, accounts or services, you grant us, and we impress, a lien on your shares and deposits in the Credit Union. We also have similar statutory lien rights in your shares and deposits under the Federal Credit Union Act and/or applicable state law, as well as the common law right to set-off and administrative freeze. "Shares," "share accounts," "deposits," and "deposit accounts" means any and all funds, regardless of the source of those funds, in any joint or individual account held and whether your interest in the account(s) is direct, indirect, contingent or secondary and whether held now or in the future. Your pledge and our lien rights do not include any IRA, Keogh or other account which would lose special tax treatment if pledged, or any irrevocable trust or fiduciary account in which you do not have vested ownership interest. IF YOU HAVE A CREDIT CARD WITH US, OUR RIGHTS ALSO APPLY TO THAT CREDIT CARD ACCOUNT. If you default, we may apply the funds in your share accounts and deposit accounts to any obligations you owe us, without any legal process, court proceeding or any notice to any owner of the affected share and deposit accounts, unless applicable law so requires. You specifically agree that we have the right to place an administrative freeze on any of your share and deposit accounts subject to applicable law, and such action shall not violate 11 USC 362 or other applicable law. These rights are multiple and we can exercise one or all of them.

**CROSS-COLLATERALIZATION:** Property and/or shares and deposits given as security under this Line or for any other loan you have with us will secure any and all advances under this Line as well as any account owner's joint or individual obligations to us, now or in the future, whether direct, indirect, contingent or secondary and arising from any loan or credit agreement, insufficient fund items; fees; cost, expenses, reasonable attorney's fees, or otherwise. However, property securing another debt will not secure advances under this Line if such property is your primary residence or are household goods. IF YOU HAVE A CREDIT CARD WITH US, THIS CROSS-COLLATERALIZATION CLAUSE ALSO APPLIES TO THAT CREDIT CARD.

**Release of Lien:** We will not release any lien on any collateral if you are delinquent on, or in default on this Line. For example, if you are in default of your Line, we will not release our lien on a vehicle loan, even if the vehicle loan is current or paid in full.

**No Liability for Dishonor:** We shall not have any liability relating to the dishonor or other return of any check or other item occurring as a result of us exercising our lien rights or good-faith freezing of your accounts.

**Notices:** We may meet all requirements for sending you notice of any kind if we send it to you via United States mail, at your last given address. We may also meet this requirement by delivering these notices to you electronically if you have agreed to receive notices by electronic means.

**Attorney-in-Fact:** You hereby appoint us as your Attorney-in-Fact to perform any acts which we feel are necessary to protect the Collateral and our security interest. You specifically authorize us to endorse on your behalf any check made payable to both you and us.

**Survival of Obligations:** This security agreement not only binds you, but your executors, administrators, heirs and assigns.

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## BILLING RIGHTS

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### **YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE**

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

#### **What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at the address(es) listed on your statement. In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. 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.



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