

Notice of Change in Credit Card Terms

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Last year, the 2009 Credit Card Accountability Responsibility and Disclosure (CARD) Act became law. The CARD Act protects consumers by mandating clear, transparent and easy-to-understand terms and conditions for all credit cards. As a result, First Tech Credit Union (Credit Union) is amending its VISA Credit Card Agreement (Agreement) (Platinum, Classic and Gold) effective February 22, 2010. This Notice contains (i) a summary of the changes in terms and (ii) the replacement provisions to the Agreement.

To learn more about the CARD Act and how it affects you, visit firsttechcu.com/CARDact.html or call us at 800.637.0852.

Summary of Changes in Terms

a. Grace Period. The Credit Union is revising Section 4 below regarding the "Grace Period" for avoiding Finance Charges on purchases. The Grace Period is changed and will now apply to any portion of the purchases balance that is paid by the due date.

b. Monthly Payments. The Credit Union is revising Section 6. Payments and Section 7. Payment Allocation to provide for information to make timely payments and how your payments will be applied to your account.

c. Overlimit Transactions/Fees. The Credit Union may permit transactions that may exceed your credit limit and will charge overlimit fees, provided you make a separate election to receive such services. We will notify you in the coming months of the opportunity to elect to receive this service.

Replacement Provisions to the Agreement

1. Section 4. Finance Charges. The first paragraph of current Section 4 is replaced with the following provisions:

"A FINANCE CHARGE will be imposed on the portion of purchases included in the New Balance that remains unpaid within 25 days after the closing date. This "grace period" allows you to avoid a FINANCE CHARGE on purchases for a billing cycle. However, if you do not pay the New Balance for purchases within the grace period, your FINANCE CHARGE will accrue on any unpaid purchase transactions from the date of purchase.

2. Section 5. Other Charges -b. Over-the-Credit-Limit Fee. The current provision is replaced with the following:

If you have elected the feature to allow your account to go over your credit limit, we may charge you a fee as allowed by law. However, in no case will we impose an over-the-limit fee except in the next two billing cycles unless you have obtained an additional extension of credit in excess of such credit limit during each subsequent cycle or you have reduced the balance below the credit limit as of the end of each bill cycle.

3. Section 6. Payments. The current Section 6 is replaced with the following provision:

"We can accept late payments or partial payments, or checks, drafts, or money orders marked "payment in full," without prejudice to our rights under this Agreement, which are hereby explicitly reserved. A credit posting from a merchant or reversal of fees does not constitute a minimum payment. From time to time, we may allow you to skip your minimum monthly payment due. If you choose to skip that payment, FINANCE CHARGES will continue to accrue in accordance with this Agreement. Payments received at: PO Box 2780, Portland, OR 97208-2780 or at any branch location, at or before 6:00 pm Pacific Time, on any business day will be credited to your Account as of that date; payments received by mail at that address or branch location after 6:00 pm Pacific Time on a weekend or federal holiday will be posted to your Account as of the next business day. Payment crediting to your Account may be delayed up to five (5) days if your payment is received by mail at any other address or not accompanied by the remittance portion of your Account statement."

4. Section 7. Payment Allocation. This section is replaced in its entirety with the following:

Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses. However, in every case, in the event you make a payment in excess of the required minimum periodic payment, the Credit Union will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on applicable annual percentage rate.