

# VISA CREDIT CARD AGREEMENT

No. 425202  
No. 463069

In this Agreement the words you and your mean each and all of those who apply for or use the Card. Card means the VISA Credit Card and any duplicates and renewals we issue. Account means your VISA Credit Card Line of Credit account with us. We, us and our means United Advantage NW Federal Credit Union.

- 1. RESPONSIBILITY.** If we issue you a Card, you agree to repay all debts and the **FINANCE CHARGE** arising from the use of the card and the Card account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the Card, and this responsibility continues until the Card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all Cards. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgement to which we are not a party that may direct to you or one of the other persons responsible to pay the account. Any person using the Card is jointly responsible for all charges he or she makes, but if that persons sign the Card he or she becomes a party to this Agreement and is also jointly responsible for all charges on the account, including yours. You may not use the card or account for any illegal or unlawful purpose. We may decline any transaction that we believe is illegal or unlawful.
- 2. LOST CARD NOTIFICATION.** You agree to notify us immediately at United Advantage NW Federal Credit Union, P.O. Box 11067, Portland, OR 97211 or telephone (503) 283-5193 or (800) 991-4961, of the loss, theft or unauthorized use of your Card. You will not be liable for any losses provided you were not grossly negligent or fraudulent in handling your Card. In any event, your liability for unauthorized VISA credit card transactions shall not exceed \$50.
- 3. LIABILITY FOR UNAUTHORIZED USE.** You agree to notify us immediately of the loss, or the theft, or use without your permission, of any Card or other credit instrument or device which we supply to you. You may be liable for the unauthorized use which occurs after you notify: United Advantage NW Federal Credit Union, P.O. Box 11067, Portland, OR 97211 or Telephone: (503) 283-5193 or (800) 991-4961, orally or in writing of loss, theft, or possible unauthorized use. If you notify us of your lost or stolen Credit Card after discovery, you may not be liable for any losses related to credit transactions. This zero liability will apply provided you were not grossly negligent or fraudulent in handling your Card, otherwise your liability for unauthorized VISA Credit Card transactions shall not exceed \$50.
- 4. CREDIT LINE.** If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the Card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our loan officer. By giving you written notice our loan officer may reduce your Credit Line from time to time, or with good cause, revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse re-evaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The Cards remain our property and you must recover and surrender to us all Cards upon our request and upon termination of this Agreement.
- 5. CREDIT INFORMATION.** You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized in our By-Laws.
- 6. MONTHLY PAYMENT.** You agree that you will pay each month not less than the minimum monthly payment on or before the scheduled monthly due date each month. The minimum payment will be 3% of your outstanding balance ("New Balance") or \$25.00, whichever is greater. If your outstanding balance is \$25.00 or less, you agree to pay the balance in full. The total minimum payment due each month is the minimum monthly payment, and any amounts past due and any over limit amounts ("Required Payment"). You may pay in full for all your purchases and cash advances each month, or you may repay in monthly installments. 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. 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. A credit posting from a merchant or reversal of fees do not constitute a minimum monthly payment. Your payment may be allocated at the Credit Union's discretion to pay off lower rate balance, such as promotional offers, before higher rate balances, such as cash advances or purchases. Payments in excess of the minimum payment will be allocated first to higher rate balances, as applicable Payments received at: United Advantage NW Federal Credit Union, PO Box 11067, Portland OR 97211 at or before 5:00 PM Pacific Time on any business day will be credited to your Account as of that date; payments received by mail at that address after 5:00 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 days if your payment is received by mail at any other address or not accompanied by the remittance portion of your Account statement.
- 7. IRREGULAR PAYMENTS.** We reserve the right to accept late payments or checks and money orders marked "payment in full", without any prejudice to our rights under this agreement.
- 8. FINANCE CHARGES.**
  - A. Conditions Under Which FINANCE CHARGES Will Be Imposed:**

The total outstanding balance of purchases and cash advances in the account on the closing date of any Billing Cycle, including any **FINANCE CHARGE** will be shown on the periodic statement for the Billing Cycle as the "New Balance". In order to avoid a **FINANCE CHARGE** on purchases made since your last statement date, you must pay the Total New Balance shown on your statement within 25 days, the "Free Period," of the statement closing date. Otherwise a **FINANCE CHARGES** will be imposed on that portion of the purchases balance that is not paid within the "Free Period": This "Free Period" allows you to avoid **FINANCE CHARGE** on purchase for a billing cycle.
  - B. Method of Determining the Balance Upon Which a FINANCE CHARGE May Be Imposed.**
    - 1. Credit Purchases:** The average daily balance is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of credit purchases is determined by subtracting from the outstanding unpaid balance of credit purchases at the beginning of the billing cycle any payments as received and credits as posted to your account, but excluding any unpaid **FINANCE CHARGES**.
    - 2. Cash Advances:** The average daily balance is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance for cash advances (the outstanding cash advance balance of your account at the beginning of the billing cycle) any new cash advances received and subtracting any payments are received or credits as posted to your account, but excluding any unpaid **FINANCE CHARGES**.
    - 3. The only FINANCE CHARGES assessed on your account other than those assessed by a periodic rate, will be transaction FINANCE CHARGES in connection with Cash Advances, if part of your plan. Transaction FINANCE CHARGES for each Cash Advance will be imposed on the date the Cash Advance was posted to your account. No grace period applies on any transaction FINANCE CHARGES imposed for Cash Advances.**
  - C. Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE.**

The Periodic Rate that is used to compute the **FINANCE CHARGE** will be between a range of 0.024384 to .049315% with a corresponding **ANNUAL PERCENTAGE RATE** of 8.90% to 18.00% depending upon your credit qualifications at the time of your account approval and will be disclosed to you on or before the time the card is issued to you.
- 9. THE CONDITIONS UNDER WHICH ANY OTHER CHARGES MAY BE IMPOSED.**
  - A. Late Payment Fee.** If any payment is past due for a period of 10 (ten) or more days, a late charge of **\$25.00** may be imposed.
  - B. Returned Check Charge.** A **\$25.00** charge may be imposed when a check submitted by you for payment on an account is returned to us regardless of the reason.
  - C. Research and Copying.** If you ask us to examine your account or provide copies of documents, except in resolution of a billing error, we may charge you **\$2.00** for a statement copy, **\$8.00** for each draft copy, **\$8.00** for an original draft, **\$27.50** for a copy of original draft of travel and entertainment purchases and **\$25.00** per hour for research.
  - D. New Account Set-up Fee.** Anytime your card is lost or stolen and you request a new account you may be assessed **\$10.00** set-up fee.
  - E. Miscellaneous Fee.** A fee up to **\$8.00** may be assessed if you request any of the following: an on-line status, card replacement (new plastic-existing account), additional card after initial account set-up (per card requested), Personal Identification Number (PIN) replacement, per each draft "charge-back" due to member/merchant dispute, limit increase request.

- G. **ATM Fees.** If you use an ATM to obtain a cash advance and the ATM is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge may be charged to your account if you complete the transaction.
10. **DEFAULT.** You will be in default if you fail to make any Minimum Payment within 10 days after receipt of your monthly statement. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving your death or your failure to abide by this Agreement, or if the value of our security interest materially declines. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorneys' fees, including any cost and fees on appeal. You will also pay any collection costs, such as repossession fees and court costs. All of these costs and expenses may be added to your present VISA balance and a **FINANCE CHARGE** may be imposed on them at the same rate as your other VISA charges.
- 10.1 We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.
11. **DELAY IN ENFORCEMENT.** We can delay enforcing any right under this agreement without losing that right or any other right.
12. **SEVERABILITY.** If any provision of this agreement is held invalid, all provisions that are severable from the invalid provision remain in effect.
13. **USING THE CARD.** To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the Card to a participating VISA plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which will be imprinted with your Card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine (ATM) or other type of electronic terminal that provides access to the VISA system. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you may request.
14. **RETURNS AND ADJUSTMENTS.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is **\$1.00** or more, refund it on your written request or automatically after six months.
15. **FOREIGN TRANSACTIONS.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA International, Inc.
16. **PLAN MERCHANT DISPUTES.** We are not responsible for the refusal of any plan merchant or financial institution to honor your Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and: (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than **\$50.00** and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.
17. **SECURITY INTEREST.** To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which have not been paid for through our application of your payments in the manner described in paragraph 6. Except for Real Estate Loans, collateral securing other loans with the Credit Union may also be used to secure this VISA account.
18. **PLEDGE OF SHARES.** By use of the Card you pledge all shares and funds, present and future, and all accounts with the Credit Union in which you have an interest, as security for your VISA balance. You understand that if you default on your VISA balance, the Credit Union may apply all that is pledged to your VISA balance. However, this pledge will not apply to retirement accounts to the extent that applicable law precludes the pledge of such accounts.
19. **CASH ADVANCES.** Upon your direction, oral or written, Cash Advances may be made against your VISA account and applied to any of your Credit Union accounts, or other accounts, in the same manner as if the Cash Advances were paid to you. Deposit of the Cash Advance to any of your Credit Union accounts obligates you to repayment of the Cash Advance per the terms of this Agreement. You further authorize the Credit Union to automatically make Cash Advances, in increments of **\$100.00**, against your VISA account to cover any overdraft activity of your checking account.
20. **EFFECTS OF AGREEMENT.** We reserve the right to amend the terms of this Agreement at anytime as permitted by and subject to any limitations and notice requirements of applicable law.
21. By use of the Credit Union VISA CARD you acknowledge receipt of the Agreement and agree to its terms herein.
22. **PIN SECURITY.** You agree not to disclose or otherwise make your Card or PIN (Personal Identification Number) available to anyone without prior written consent of the Credit Union. You also agree not to write your PIN on your Card or keep it in the same location as your Card. If the PIN security for your card is not maintained, the credit union will reserve the right to terminate any services or future services relating to account access via the VISA card account.

## VISA CARD AGREEMENT - YOUR BILLING RIGHTS

**KEEP THIS NOTICE FOR FUTURE USE** – This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT.** If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

- **In your letter, give us the following information:**
- **Your name and account number.**
- **The dollar amount of the suspected error.**
- **Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.**

If you have authorized us to pay your loan account or credit card bill automatically from your savings or share draft account, you can stop the payment on any amount you think is wrong. To stop payment your letter must reach us three business days before the automatic payment is scheduled to occur.

### **YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE:**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including **FINANCE CHARGES**, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. If we find that we made a mistake on your statement, you will not have to pay any **FINANCE CHARGES** related to any questioned amount. If we didn't make a mistake, you may have to pay **FINANCE CHARGES**, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first **\$50.00** of the questioned amount, even if your statement was correct.

### **SPECIAL RULE FOR CREDIT CARD PURCHASES:**

If you have a problem with the quality of the property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services.

There are two limitations on this right:

- (a) You must have made the purchase in your home state, or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than **\$50.00**.

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