

# VISA CREDIT CARD AGREEMENT

This VISA Credit Card Agreement (Agreement) and the Account Disclosures given to you when you opened your Card account ("Account") will govern your VISA Credit Card Account issued by United Trades Federal Credit Union. 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 Trades Federal Credit Union. If you sign an application for this Account or sign or use any Card or PIN, or allow others to use the Card or PIN, you and they will have accepted this Agreement just as if you and they signed it, and you and they, jointly and severally, will be bound by the following terms and conditions which will govern this Account.

1. **RESPONSIBILITY.** You promise to pay us all amounts, plus any Interest Charges, which arise from use of the Card or Account by you or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and you received no benefit from the use. You promise to pay us either by direct payment or by automatic transfers from shares or by payroll deduction. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party that may direct to you or one of the other persons responsible to pay the account.
2. **LOST CARD NOTIFICATION.** You agree to notify us immediately at United Trades Federal Credit Union, P.O. Box 2293, Tualatin, OR 97062 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 of your card. You will not be liable for unauthorized use which occurs after you notify: United Trades Federal Credit Union, P.O. Box 2293, Tualatin, OR 97062 or Telephone: (503) 283-5193 or (800) 991-4961, orally or in writing of loss, theft, or possible unauthorized use. In any case, 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.** We will send you a statement every month if your Account has a balance. 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, Interest 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 Trades Federal Credit Union, P.O. Box 2293, Tualatin, OR 97062 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. **PERIODIC STATEMENTS.** Each month, if your outstanding balance exceeds \$1, we will send you a statement showing new purchases, cash advances, payments, and credits made to your Account during the billing period, your Previous Balance, your "Total New Balance," any Interest Charge, and any other charges. Your statement also will identify the remaining Credit Line available and the Minimum Monthly Payment you must make for that billing period and the date it is due. For statement verification purposes, you agree to retain copies of transaction slips resulting from each purchase, each advance, and other transaction on your Account. Unless you notify us of a billing error as described below, you accept your monthly statement as an accurate statement of your Account with us.
8. **INTEREST CHARGES.**
  - A. **Conditions Under Which Interest Charges Will Be Imposed:**

The total outstanding balance of purchases, balance transfers and cash advances in the Account on the closing date of any Billing Cycle, including any Interest Charge will be shown on the periodic statement for the Billing Cycle as the "New Balance".

    1. **Cash Advances and Balance Transfers:** We begin charging an Interest Charge on cash advances and balance transfers from the date of each transaction. There is no time period within which to pay to avoid a periodic Interest Charge on cash advances or balance transfers.
    2. **Purchases:** Your due date is at least 25 days after the close of each billing period. An Interest Charge will be imposed on the portion of purchases included in the New Balance that is not paid by the due date. This "grace period" allows you to avoid an Interest Charge on purchases for a billing period. However, if you do not pay the New Balance for purchases within the grace period, your Interest Charge will accrue on any unpaid purchase transactions from the first day of the billing period in which the payment is due. If the entire New Balance is not paid by its due date, an Interest Charge will be imposed on purchases posted in the following billing period beginning on the date the purchase is posted.
  - B. **Method of Determining the Balance Upon Which an Interest Charge May Be Imposed and Amount of Interest Charge.** The Credit Union figures the Interest Charge on your Account by multiplying the "Average Daily Balance" of purchases, balance transfers, and cash advances for your Account (including current transactions) by the Monthly Periodic Rate. To get the "Average Daily Balance" we take the beginning balance of your Account each day, add any new purchases or cash advances, and subtract any payments or credits, unpaid Interest Charge and unpaid late charges. This gives us the daily balance. Then, we add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives us the "Average Daily Balance." To get the "Monthly Periodic Rate," we divide the Annual Percentage Rate in effect for the billing period by 12.
  - C. **Periodic Rate and Corresponding Annual Percentage Rate.**
    1. **Standard Rates:** The periodic rate and corresponding Annual Percentage Rate for your Account will vary based on an index, which is the highest Prime Rate published in *The Wall Street Journal (Western Edition)*. We add a margin to the index. The total of the index plus the margin is the Annual Percentage Rate. The amount of the margin may be based on your credit profile. The margin for your Account, and the current periodic rate and corresponding Annual Percentage Rate(s) used to compute the Interest Charge are disclosed to you in the Account Disclosure provided with this Agreement when you open your Account. The periodic rate and Annual Percentage Rate may change on the first day of each billing cycle based on the index rate published on the 15<sup>th</sup> day of the prior billing cycle. The Annual Percentage Rate will not exceed 18.00%.
    2. **Introductory Rates:** At our discretion, we may offer you an introductory or promotional Annual Percentage Rate for your Account. Any introductory or promotional Annual Percentage Rate will be subject to the terms of the offer and this Agreement. We will provide you with information on the offer, including the time period the introductory or promotional Annual Percentage Rate is in effect in the Account Disclosure or in other materials that we send to you about the offer after you receive your Credit Card.
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 \$20.00 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 \$5.00 for a statement copy, \$10.00 for each draft copy, \$10.00 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 \$25.00 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, card mailed to a different address than the one on your account, and adding or removing an authorized user.
  - F. **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.
  - G. **Rush Shipping.** If you request a rush on the shipping of a credit card, a fee of \$50.00 will be charged.
10. **CONDITIONS OF CARD USE.** The use of your Card and Account are subject to the following conditions:
  - A. **Use.** Your Card and Account may be used only for valid and lawful purposes. You may not use your Card (i) to make Purchases or obtain Cash Advances for any illegal transaction, or (ii) for any internet or online gambling transactions. If you use your Card for any illegal or prohibited transaction, this Agreement also applies to such transaction and you agree to pay any and all amounts related to such transaction pursuant to the terms of this Agreement. We may, at our sole discretion and without warning, restrict the use of or terminate your Card if we notice excessive use of your Card or other suspicious activities or if we reasonably believe the Card is or has been used for one or more illegal or prohibited transactions.
  - B. **Ownership of Cards.** Any Card or other credit instrument or device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.
  - C. **Honoring the Card.** We may decline to honor any transaction for any reason. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other credit instrument or device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.
  - D. **Notices and Payments.** All notices will be sent to your address as shown on your Credit Union Account or if you agreed to delivery of e-statements to the location agreed for delivery of e-statements and notices. All payments should be mailed to us at the remittance address shown on your monthly statements. Payments received at that address will be credited to your Account as of the date received. Written notices and inquiries to us must be sent to United Trades Federal Credit Union, PO Box 2293, Tualatin, OR 97062-2293.

- 11. DEFAULT.** You will be in default under this Agreement if any of the following occur: (a) Any Minimum Monthly Payment is not made when due; (b) You become insolvent, bankrupt, or you die; (c) You violate any part of this Agreement, or any other agreement with us; or (d) If we reasonably deem ourselves insecure with respect to your Account. 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 an Interest Charge may be imposed on them at the same rate as your other VISA charges.
- 12.** 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.
- 13. DELAY IN ENFORCEMENT.** We can delay enforcing any right under this agreement without losing that right or any other right.
- 14. SEVERABILITY.** If any provision of this agreement is held invalid, all provisions that are severable from the invalid provision remain in effect.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. SECURITY INTEREST.** By signing your application, 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.
- 19. PLEDGE OF SHARES.** By signing your application, 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.
- 20. 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.
- 21. EFFECTS OF AGREEMENT.** We reserve the right to amend the terms of this Agreement at any time as permitted by and subject to any limitations and notice requirements of applicable law.
- 22.** By use of the Credit Union VISA CARD you acknowledge receipt of the Agreement and agree to its terms herein.
- 23. 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.
- 24. GOVERNING LAW.** This Agreement shall be governed by the laws of the state of Oregon.

#### YOUR CREDIT CARD 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: United Trades Federal Credit Union, P.O. Box 2293, Tualatin, OR 97062. 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 the above address. 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.